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14 Attorneys for Plaintiffs

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA

17 MAUREEN CUSICK, TONYA  
18 PATZE, PATRICIA SOLTESIZ,  
LINDSAY SCHMIDT, JOSHUA  
19 BRUNO, VIRGINIA OTTE,  
PATRICIA SCHWENKER,  
20 JASON PORTERFIELD, JAMIE  
PORTERFIELD, ABIGAIL FISHER,  
21 CHRISTI GROSHONG, and ERIC  
22 DUFOUR, individually, and on  
behalf of a class of similarly situated  
23 individuals,

24 Plaintiffs,

25 v.

26 FORD MOTOR COMPANY, a  
Delaware corporation,

27 Defendant.  
28

Case No.: 2:15-cv-8831-AB (FFMx)

**FIRST AMENDED CLASS ACTION COMPLAINT**

- (1) Violation of the Arizona Consumer Fraud Act
- (2) Violation of California Consumer Legal Remedies Act
- (3) Violation of Unfair Competition Law
- (4) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (5) Breach of Express Warranty under Cal. Com. Code § 2313
- (6) Violation of Colorado Consumer Protection Act
- (7) Violation of Illinois Consumer Fraud and Deceptive Business Practices Act

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- (8) Violations of the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, Et Seq.
- (9) Violation of New York General Business Law §§ 349, 350
- (10) Violation of the Oregon Unlawful Trade Practices Act
- (11) Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law
- (12) Violation of the Washington Consumer Protection Act
- (13) Breach of Implied Warranty of Merchantability-Wash. Rev. Code § 62A.2-614
- (14) Breach of Warranty under the Magnuson-Moss Warranty Act
- (15) Breach of Express Warranty
- (16) Breach of the Implied Warranty Of Merchantability
- (17) Breach of The Duty Of Good Faith And Fair Dealing
- (18) Unjust Enrichment

**DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. Plaintiffs Maureen Cusick, Tonya Patze, Patricia Soltesiz, Lindsay  
3 Schmidt, Joshua Bruno, Virginia Otte, Patricia Schwennker, Jason Porterfield,  
4 Jamie Porterfield, Abigail Fisher, Christi Groshong, and Eric Dufour  
5 (“Plaintiffs”) bring this action for themselves and on behalf of all persons in the  
6 United States who purchased or leased any vehicle designed, manufactured,  
7 marketed, distributed, sold, warranted and serviced by Ford Motor Company  
8 (“Ford” or “Defendant”) and equipped with Ford’s PowerShift dual clutch  
9 transmission (“Dual Clutch Transmission” or “PowerShift Transmission”)  
10 (collectively, “Class Vehicles”). The PowerShift transmission is defective and  
11 poses serious safety concerns.

12 2. Plaintiffs are informed and believe, and based thereon, allege that  
13 the PowerShift Transmission is defective in its design and/or manufacture in  
14 that, among other problems, the transmission slips, bucks, kicks, jerks and  
15 harshly engages; has premature internal wear, sudden acceleration, delay in  
16 downshifts, delayed acceleration and difficulty stopping the vehicle, and  
17 eventually suffers a catastrophic failure (the “Transmission Defect”).

18 3. Ford has never acknowledged publicly that the Transmission Defect  
19 even exists. To the contrary, Ford actively concealed, and continues to conceal,  
20 the Transmission Defect by, among other things, telling customers that the  
21 symptoms associated with the Transmission Defect were “normal driving  
22 conditions.” Ford issued multiple Technical Service Bulletins (“TSBs”) *to*  
23 *dealers* but never directly notified consumers of known problems with the  
24 PowerShift Transmission. Ford further perpetuated its cover-up by ultimately  
25 issuing two “Customer Satisfaction Programs” that simply offered additional  
26 ineffectual repairs without disclosing the truth about the Transmission Defect.  
27 Customers whose vehicles were supposedly repaired pursuant to the Customer  
28 Satisfaction Programs have nevertheless continued to experience the

1 Transmission Defect. The Transmission Defect has no known repair.

2 4. None of the information in the market that discussed the  
3 Transmission Defect disclosed, fully or at all, the material facts known only to  
4 Ford, including that the PowerShift Transmission had serious problems since its  
5 early development that Ford simply was unable to fix and that rendered the Class  
6 Vehicles unsafe to drive. The PowerShift Transmission was a new technology to  
7 Ford that Ford rushed to the market without disclosing the problems described  
8 above so that Plaintiffs and the Class could make informed purchasing decisions.

9 5. Piecemeal statements in the market about the performance of the  
10 PowerShift Transmission do not excuse Ford's failure to disclose. Only Ford  
11 knew the full truth about the Transmission Defect. It was Ford's obligation to  
12 disclose the material facts that only Ford knew about.

13 6. This defect poses an obvious and serious safety concern. Many  
14 class members have complained of their vehicles lurching into or losing power in  
15 traffic. The following 2011 Fiesta owner's complaint to the National Highway  
16 Traffic Safety Administration is just one example:

17 I WAS PULLING OUT OF A COUNTY PARK  
18 AFTER DARK, AND WAS TRYING TO GAUGE  
19 THE DISTANCE OF AN INCOMING CAR, TO  
20 DETERMINE WHETHER OR NOT I HAD TIME TO  
21 PULL OUT. IN ORDER TO SEE BETTER, I  
22 LIGHTLY PRESSED THE ACCELERATOR, BUT  
23 INSTEAD OF SLOWLY INCHING FORWARD A  
24 FEW INCHES OR A FOOT, MY CAR LEAPT OUT  
25 INTO THE PATH OF THE ONCOMING CAR AND  
26 THEN STOPPED. I TRIED TO THROW THE CAR IN  
27 REVERSE, BUT THERE WASN'T TIME TO REACT.  
28 THE OTHER DRIVER TRIED TO SLOW DOWN  
AND SWERVE TO AVOID ME, BUT WAS UNABLE  
TO AVOID HITTING MY DOOR. ME, MY THREE  
CHILDREN, AND THE DRIVER OF THE OTHER  
CAR WERE ALL TAKEN TO THE HOSPITAL BY  
AMBULANCE. THE CHILDREN WERE NOT  
ADMITTED, AS THEY ONLY HAD A FEW  
BRUISES, BUT THE OTHER DRIVER AND I WERE  
BOTH ADMITTED AND SUBSEQUENTLY  
RELEASED THAT SAME NIGHT. I RECEIVED A  
CITATION FOR FAILING TO YIELD, WHICH I  
PLAN ON CONTESTING. MY CAR HAS LEAPT

1 OUT INTO A CROSS-STREET LIKE THAT AFTER  
2 STOPPING FOR STOP SIGNS SEVERAL TIMES,  
3 BUT ALWAYS TO A LESSER EXTENT, AND  
4 NEVER ON A BUSY STREET. IT ALWAYS TAKES  
5 SEVERAL SECONDS AFTER THIS OCCURS FOR  
6 THE ACCELERATOR TO FUNCTION AGAIN,  
7 WHICH IS WHY I TRIED TO THROW MY CAR IN  
8 REVERSE INSTEAD OF DRIVING FORWARD. I  
9 HAVE ALSO HAD PROBLEMS WITH MY  
10 TRANSMISSION SHUDDERING PROFUSELY  
11 UPON EXCELLERATING AFTER STOPS. I  
12 RECEIVED A NOTICE FROM FORD DATED  
13 AUGUST 2014, STATING THAT THEY WERE  
14 EXTENDING THE WARRANTY ON MY CLUTCH  
15 AND TRANSMISSION INPUT SHAFT SEALS, AND  
16 TRANSMISSION SOFTWARE CALIBRATION TO 7  
17 YEARS OR 100,000 MILES, BECAUSE OF THESE  
18 TYPES OF PROBLEMS, AND URGING ME TO  
19 HAVE THEM REPAIRED IF EXPERIENCING  
20 SHUDDERING. BECAUSE OF MY HUSBAND'S  
21 WORK SCHEDULE, WE HAD NOT GOTTEN  
22 AROUND TO HAVING THE SEALS REPLACED  
23 YET AS RECCOMENDED. I FEEL THAT THE  
24 TRANSMISSION ISSUES THAT I HAD BEEN  
25 HAVING WITH MY CAR, ARE DIRECTLY  
26 RESPONSIBLE FOR MY COLLISION, AND COULD  
27 EASILY HAVE RESULTED IN THE DEATHS OF 5  
28 PEOPLE. \*TR (Safecar.gov, *Search for Complaints*  
(November 11, 2015), <http://www-odi.nhtsa.dot.gov/complaints/>).

17 7. In 2010, Ford knew of the Transmission Defect and began issuing  
18 TSBs to its dealerships in an effort to address it. But Ford never communicated  
19 the TSBs, or the information they contained, directly to the class. Instead, Ford  
20 prepared a separate series of intentionally sanitized documents for its customers  
21 to induce them into believing that their kicking, bucking, suddenly accelerating  
22 and sling-shotting vehicles were exhibiting “normal driving characteristics.”

23 8. The problems plaguing the PowerShift Transmission cannot be  
24 chalked up to “normal driving characteristics.” Such language is belied by the  
25 fact that, on information and belief, Ford has replaced thousands, if not tens of  
26 thousands, of Class Vehicles’ PowerShift Transmissions, clutches, or both, due  
27 to early catastrophic transmission failure.

28 9. The great majority of class members received no such replacement,

1 however, and even if they did, the replacement transmissions are likewise  
2 defective. Typically, when Class Vehicle owners whose vehicles are exhibiting  
3 the Transmission Defect's manifestations bring their vehicles into Ford  
4 dealerships to complain, Ford dealerships tell class members that their vehicles  
5 are operating normally. Ford does not disclose, and has not disclosed, that the  
6 PowerShift Transmission suffers from a defect or that the PowerShift  
7 Transmission is unsafe.

8 10. Ford dealerships will sometimes provide "software flashes/updates"  
9 to Class Vehicles that are exhibiting the Transmission Defect. However, these  
10 software flashes are ineffective, and class members are forced to come back to  
11 the dealerships, typically several times each year, complaining of the same  
12 transmission problems. The Class Vehicles receive multiple, ineffective  
13 software flashes, and class members are told their Class Vehicles' transmissions  
14 are operating normally.

15 11. Ford dealerships will also sometimes perform repairs to or  
16 replacements of the clutch components of the PowerShift Transmission, but  
17 those repairs are likewise ineffective, and on information and belief, may require  
18 waiting up to six months for replacement parts to become available, if not longer.

19 12. Indeed, this pattern is so prevalent that Ford prepared a handout for  
20 its dealers entitled "PowerShift 6-Speed Transmission Operating  
21 Characteristics." Ford drafted this document and provided it to its dealers to  
22 give to customers whose vehicles were exhibiting the Transmission Defect, in an  
23 apparent attempt to induce customers into believing the problems they were  
24 experiencing were "normal driving characteristics." Nothing in this handout  
25 discloses that the PowerShift Transmission is defective.

26 13. In August 2014, Ford issued a "Customer Satisfaction Program:  
27 Program Number 14M01," telling Class Vehicle owners that their vehicles "may  
28 . . . exhibit excessive transmission shudder during light acceleration. This

1 condition may be caused by fluid contamination of the clutch due to leaking  
2 transmission seals.” Significantly, Ford did not issue a recall and did not warn  
3 drivers of the safety risks associated with these known problems. Further, this  
4 campaign was only disseminated to owners and not prospective buyers. Ford  
5 merely offered more ineffective “repairs” that do not actually fix the problem.  
6 On information and belief, owners who have had this program performed on  
7 their vehicles continued to complain of the Transmission Defect as their vehicles  
8 were never repaired.

9 14. Ford’s “Customer Satisfaction Program: Program Number 14M01”  
10 letter was highly selective. Despite Ford’s knowledge of the following, Ford did  
11 *not* disclose that the PowerShift transmission was defective, and did not disclose  
12 the PowerShift transmission exhibits transmission slips, bucking, kicking,  
13 jerking, harsh engagement, premature internal wear, sudden acceleration, delay  
14 in downshifts, delayed acceleration, difficulty stopping the vehicle, or  
15 transmission failure.

16 15. Ford then released, in February of 2015, “Customer Satisfaction  
17 Program: Program Number 14M02,” informing the class that their Class  
18 Vehicles may suffer from symptoms of loss of transmission engagement while  
19 driving, no-start, or a lack of power. Ford blamed these symptoms on failures in  
20 the Transmission Control Module (“TCM”). Still, Ford did not issue a recall for  
21 the repeatedly failing and dangerous PowerShift Transmission, and this  
22 campaign was only disseminated to owners, not prospective purchasers. Ford  
23 merely offered more ineffective “repairs” that do not actually fix the problem.  
24 On information and belief, owners who have had this program performed on  
25 their vehicles continued to complain of the Transmission Defect as their vehicles  
26 were never repaired.

27 16. Ford has never been able to repair the transmission. On information  
28 and belief, owners have complained of accidents and serious injuries as a result

1 of the Transmission Defect. However, Ford continues to dangerously sell the  
2 defective vehicles to consumers.

3 **Background – The PowerShift Transmission**

4 17. The PowerShift Transmission is a \$1,095.00 option for the Class  
5 Vehicles.

6 18. Ford designed and marketed its “PowerShift Transmission” as a  
7 more advanced and fuel-efficient alternative to a traditional manual or automatic  
8 transmission and offered it as the sole “Automatic” option in the Class Vehicles.

9 19. Traditional manual transmissions use a driver-controlled clutch. By  
10 pressing and releasing a foot pedal, the driver engages and disengages the engine  
11 from the transmission, allowing the vehicle to travel smoothly while the driver  
12 manually changes gears.

13 20. In contrast, typical automatic transmissions free the driver from  
14 operating the clutch through the use of a fluid-filled device called a torque  
15 converter. The torque converter substitutes for the manual transmission’s clutch,  
16 transmitting power from the engine to the transmission through a fluid medium.

17 21. While typical automatic transmissions offer increased convenience,  
18 they are generally less fuel-efficient and slower-shifting than their manual  
19 counterparts. This is because the torque converter transfers power less  
20 efficiently than a clutch. As a result, Ford marketed and sold its PowerShift  
21 Transmission as a “best of both worlds” alternative, offering a manual  
22 transmission’s fuel economy with an automatic transmission’s ease of operation  
23 and shift quality.

24 22. Ford’s PowerShift Transmission, while sometimes referred to as an  
25 “automatic,” is actually a set of computerized manual transmissions. It lacks a  
26 torque converter, instead using two “dry” clutches to directly engage and  
27 disengage the engine with and from the transmission. Whereas similar  
28 “automated manual” transmissions on the market use “wet” clutches bathed in



1 oil, Ford’s PowerShift Transmission clutches lack the oil pumps and other  
2 components of a wet clutch system, and instead operate “dry.”

3 23. Ford designed the Class Vehicles’ computerized “automated  
4 manual” transmissions in an effort to meet heightened governmental and  
5 consumer expectations for fuel economy, performance, and efficiency.  
6 According to Ford’s own press release, dated March 10, 2010, “PowerShift with  
7 dry-clutch facings and new energy-saving electromechanical actuation for  
8 clutches and gear shifts saves weight, improves efficiency, increases smoothness,  
9 adds durability and is sealed with low-friction gear lubricant for the life of the  
10 vehicle. This transmission requires no regular maintenance.”<sup>1</sup>

11 24. Theoretically, an “automated manual” transmission, *i.e.*, the  
12 PowerShift Transmission, should have the convenience of an automatic  
13 transmission without sacrificing the fuel efficiency and shift speed of a  
14 manually-shifted vehicle. In practice, however, Ford’s PowerShift Transmission  
15 is plagued by numerous problems and safety concerns, rendering the vehicle  
16 virtually inoperable.

17 25. The Transmission Defect causes unsafe conditions, including, but  
18 not limited to, Class Vehicles suddenly lurching forward, sudden acceleration,  
19 delayed acceleration, and sudden loss of forward propulsion. These conditions  
20 present a safety hazard because they severely affect the driver’s ability to control  
21 the car’s speed, acceleration, and deceleration. As an example, these conditions  
22 may make it difficult to safely merge into traffic. Even more troubling, the  
23 Transmission Defect can cause the vehicle to fail to downshift and decelerate

24  
25 <sup>1</sup> See PRNewswire.com, “PowerShift Transmission Production Begins,  
26 Driving Ford Small Car Fuel Economy Leadership,”  
27 <http://www.prnewswire.com/news-releases/powershift-transmission-production-begins-driving-ford-small-car-fuel-economy-leadership-89373007.html> (last  
28 visited February 4, 2015).

1 when the brakes are depressed. As a result, Plaintiffs and Class Members have  
2 experienced their cars lurching forward into intersections at red lights due to the  
3 failure of their braking efforts to stop the car.

4 26. On information and belief, the Transmission Defect also causes  
5 premature wear to the PowerShift Transmission’s clutch plates and other  
6 components, which can result in premature transmission failure and requires  
7 expensive repairs, including replacement of the transmission and its related  
8 components.

9 **Ford’s Knowledge**

10 27. Beginning as early as 2010, Defendant knew or should have known  
11 that the Class Vehicles and the PowerShift Transmission was defective in its  
12 design and/or manufacture and that adversely affect the drivability of the Class  
13 Vehicles and cause safety hazards.

14 28. Plaintiffs are informed and believe and based thereon allege that  
15 prior to the sale of the Class Vehicles, Defendant knew, or should have known,  
16 about the Transmission Defect through its exclusive knowledge of non-public,  
17 internal data about the Transmission Defect, including: pre-release testing data;  
18 early consumer complaints about the Transmission Defect to Defendant’s dealers  
19 who are their agents for vehicle repairs; warranty claim data related to the defect;  
20 aggregate data from Ford’s dealers; consumer complaints to the National  
21 Highway Traffic Safety Administration (“NHTSA”) and resulting notice from  
22 NHTSA; dealership repair orders; testing conducted in response to owner or  
23 lessee complaints; TSBs applicable to the Class Vehicles; the existence of the  
24 defect in the substantially identical European and Australian model vehicles; and  
25 other internal sources of aggregate information about the problem. Nevertheless,  
26 Defendant has actively concealed and failed to disclose this defect to Plaintiffs  
27 and Class Members at the time of purchase or lease and thereafter.

28 29. The Ford Fiesta and Ford Focus have the same or substantially

1 identical optional PowerShift Transmission, and the Transmission Defect is the  
2 same for both vehicles. In fact, the PowerShift Transmission in the Class  
3 Vehicles is universally referred to by Ford as the “DPS6 automatic  
4 transmission.”

5 30. Before offering the vehicle for sale in the United States, Ford  
6 offered the same vehicles, equipped with a similar dual-clutch transmission, in  
7 Europe and Australia. Although the American version utilizes dry-clutches as  
8 opposed to the European and Australian version’s wet-clutches, Ford  
9 acknowledged that the transmission offered for sale in the United States is  
10 “derivative” of the design from the European and Australian models.<sup>2</sup> European  
11 and Australian versions of the dual-clutch transmission suffered from similar  
12 defects known to Ford as alleged herein.

13 31. On information and belief, despite developing and patenting the  
14 THF technology and spending approximately 6,000 man-hours of computer-  
15 aided mathematical modeling, simulation and analysis of engine speeds, torque  
16 and clutch capacity as well as spending over \$550 million to build a new  
17 transmission manufacturing facility with Getrag in Mexico to produce the  
18 Powershift Transmission, Ford is now canceling the PowerShift program many  
19 years prior to its estimated end date.

20 32. As a result of the Transmission Defect, in 2010 and 2011, Ford  
21 issued several TSBs to its dealers in the United States, but not its customers<sup>3</sup>,  
22 acknowledging problems in the PowerShift Transmission. For example, Ford’s  
23

24 <sup>2</sup> See Autoblog.com, “Ford officially announces dual clutch PowerShift  
25 gearbox for 2010,” <http://www.autoblog.com/2009/01/21/ford-officially-announces-dual-clutch-powershift-gearbox-for-201/> (last visited February 4, 2015).

26 <sup>3</sup> Some, but not all, service bulletins are available through the website for  
27 the Office of Defect Investigations of the National Highway Traffic Safety  
28 Administration.

1 TSB from September 2010, covering the 2011 Ford Fiesta, informed dealers of  
2 “concerns such as no engagement or intermittent no engagement in Drive or  
3 Reverse when shifting from Park to Drive or Reverse, grinding noise during  
4 engagement, and/or a check engine light with transmission control module  
5 (TCM) diagnostic trouble code . . . .”

6 33. Similarly, Ford’s TSB released on January 1, 2011, covering the  
7 2011 Ford Fiesta with the PowerShift Transmission, informs dealers of problems  
8 with the PowerShift Transmission causing “a loss of power, hesitation, surge, or  
9 lack of throttle response while driving.”

10 34. Throughout 2011, Ford continued to issue various TSBs covering  
11 the Ford Fiesta and Ford Focus vehicles which advised dealers of the continuing  
12 transmission problems. For example, a Ford TSB released in September 2011  
13 advised dealers to reprogram the transmission computer if 2011 Ford Fiesta  
14 owners complained about “hesitation when accelerating from a low speed after  
15 coast down, harsh or late 1-2 upshift, harsh shifting during low-speed tip-in or  
16 tip-out maneuvers and/or engine r.p.m. flare when coasting to a stop.”

17 35. Because Ford will not notify Class Members that the PowerShift  
18 Transmission is defective, Plaintiffs and Class Members (as well as members of  
19 the general public) are subjected to dangerous driving conditions that often occur  
20 without warning.

21 36. The alleged Transmission Defect was inherent in each Ford Fiesta  
22 and Ford Focus’ PowerShift Transmission and was present in each Ford Fiesta  
23 and Ford Focus’ PowerShift Transmission at the time of sale.

24 37. Ford knew about and concealed the Transmission Defect present in  
25 every Class Vehicle, along with the attendant dangerous safety and driveability  
26 problems, from Plaintiffs and Class Members, at the time of sale, lease, and  
27 repair and thereafter. In fact, instead of repairing the defects in the PowerShift  
28 Transmission, Ford either refused to acknowledge the defects’ existence or

1 performed ineffective software upgrades or other repairs that simply masked the  
2 defect.

3 38. If Plaintiffs and the Class Members had known about these defects  
4 at the time of sale or lease, Plaintiffs and Class Members would not have  
5 purchased or leased the Class Vehicles or would have paid less for them.

6 39. As a result of their reliance on Defendant's omissions and/or  
7 misrepresentations, owners and/or lessees of the Class Vehicles suffered an  
8 ascertainable loss of money, property, and/or value of their Class Vehicles,  
9 including, but not limited to, the \$1,095.00 cost of the optional PowerShift  
10 transmission, out-of-pocket costs related to repairs to the PowerShift  
11 Transmission. Additionally, as a result of the Transmission Defect, Plaintiffs  
12 and the Class Members were harmed and suffered actual damages in that the  
13 Class Vehicles' transmissions and related components are substantially certain to  
14 fail before their expected useful life has run. Plaintiffs also seek injunctive relief  
15 in the form of extended warranties for all Class Vehicles.

16 **PARTIES**

17 **Plaintiff Maureen Cusick**

18 40. Plaintiff Maureen Cusick is a California resident, who resides in  
19 Long Beach, California.

20 **Ford Focus**

21 41. On or about October 20, 2012, Plaintiff purchased a new 2013 Ford  
22 Focus from Cerritos Ford Lincoln, an authorized Ford dealer in Cerritos,  
23 California. Her vehicle was equipped with an optional PowerShift Transmission  
24 that cost her \$1,095.00.

25 42. Plaintiff purchased her vehicle primarily for personal, family, or  
26 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
27 warranted the vehicle.

28 43. Passenger safety, vehicle performance, gas mileage, and reliability

1 were all factors in Plaintiff's decision to purchase her vehicle. Prior to  
2 purchasing her Class Vehicle, Plaintiff researched the vehicle on Ford's official  
3 website and subsequently test drove the vehicle. Plaintiff spoke to several  
4 employees of the selling dealership, including the salesperson that assisted her in  
5 her decision to purchase her vehicle.

6 44. Plaintiff did not know and was never informed by Ford prior to  
7 purchasing her Class Vehicle that it had a defective transmission.

8 45. Had Ford disclosed its knowledge of the Transmission Defect, and  
9 the fact that it posed a safety concern, when Plaintiff purchased her 2013 Ford  
10 Focus, Plaintiff would have seen such disclosures and been aware of them.  
11 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
12 classes, Plaintiff would not have purchased her 2013 Ford Focus, or would not  
13 have paid the purchase price charged by Ford, had she known that the  
14 PowerShift Transmission is prone to premature internal wear and failure, that it  
15 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
16 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty  
17 stopping the vehicle.

18 46. Within the first year after purchase, Plaintiff's transmission was  
19 shuddering, jerking, and exhibiting sudden acceleration and/or delayed  
20 acceleration. Shortly after the problems arose, she brought the vehicle to Caruso  
21 Ford Lincoln, an authorized Ford dealer in Long Beach, California, complaining  
22 that Plaintiff's transmission was causing jerking, shuddering, and delayed  
23 acceleration. The service technician inspected the vehicle and reprogrammed the  
24 vehicle's Transmission Control Module.

25 47. During this first visit to repair her vehicle, the dealership repair  
26 personnel stated that Plaintiff's vehicle was operating properly and simply  
27 needed time to adjust to her driving style.

28 48. In or around October 2015, while attempting to accelerate from a

1 stop, the vehicle's transmission failed to accelerate and stalled in the middle of  
2 oncoming traffic. Plaintiff continued to hold down the accelerator and was  
3 eventually able to accelerate, narrowly avoiding a collision.

4 49. Following said incident, on or about October 24, 2015, with  
5 approximately 33,519 miles on the odometer, Plaintiff brought her vehicle to  
6 Caruso Ford Lincoln complaining that the vehicle's transmission was shuddering  
7 and hesitating to accelerate. The service technician informed Plaintiff that the  
8 issues were related to the vehicle's transmission and she needed to bring her  
9 vehicle back when a transmission technician was available.

10 50. On or about October 26, 2015, with approximately 33,524 miles on  
11 the odometer, Plaintiff returned to Caruso Ford Lincoln complaining that  
12 Plaintiff's transmission was failing to accelerate, stalling, shuddering, and  
13 hesitating to accelerate. The service technician performed a multi-point  
14 inspection and reprogrammed the vehicle's Transmission Control Module.

15 51. Plaintiff's vehicle continues to exhibit all of the problems she had  
16 previously complained about to authorized Ford dealer.

17 52. Ford's authorized dealership has failed to adequately repair  
18 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
19 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
20 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
21 delay in downshifts.

22 53. At all times, Plaintiff, like all Class Members, has driven her vehicle  
23 in a foreseeable manner and in the manner in which it was intended to be used.

24 **Plaintiff Tonya Patze**

25 54. Plaintiff Tonya Patze is an Arizona resident, who resides in Tucson,  
26 Arizona.

27 **Ford Focus**

28 55. On or about March 12, 2014, Plaintiff purchased a new 2014 Ford

1 Focus from Jim Click Ford Lincoln, an authorized Ford dealer in Tucson,  
2 Arizona. Her vehicle was equipped with an optional PowerShift Transmission  
3 that cost her \$1,095.00.

4 56. Plaintiff purchased her vehicle primarily for personal, family, or  
5 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
6 warranted the vehicle.

7 57. Passenger safety, vehicle performance, gas mileage, and reliability  
8 were all factors in Plaintiff's decision to purchase her vehicle. Prior to  
9 purchasing her Class Vehicle, Plaintiff researched the vehicle on Ford's official  
10 website and subsequently test drove the vehicle.

11 58. Plaintiff did not know and was never informed by Ford prior to  
12 purchasing her Class Vehicle that it had a defective transmission.

13 59. Had Ford disclosed its knowledge of the Transmission Defect, and  
14 the fact that it posed a safety concern, when Plaintiff purchased her 2014 Ford  
15 Focus, Plaintiff would have seen such disclosures and been aware of them.  
16 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
17 classes, Plaintiff would not have purchased her 2014 Ford Focus, or would not  
18 have paid the purchase price charged by Ford, had she known that the  
19 PowerShift Transmission is prone to premature internal wear and failure, that it  
20 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
21 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty  
22 stopping the vehicle.

23 60. Within the first four months after purchase, Plaintiff's transmission  
24 was shuddering, jerking, and exhibiting sudden acceleration and delayed  
25 acceleration.

26 61. On or about July 9, 2014, with approximately 8,273 miles on the  
27 odometer, Plaintiff brought her vehicle to Jim Click Ford Lincoln complaining  
28 that her vehicle's transmission was failing to engage gears and causing delayed



1 acceleration, most notably from a complete stop. The service technician  
2 performed a multi-point inspection and reprogrammed the vehicle's  
3 Transmission Control Module per TSB 14-0047. After further testing, the  
4 service technician noted that Plaintiff's vehicle "runs same as like equipped  
5 vehicles." However, Plaintiff continued to experience the same problems  
6 complained about to Ford dealer.

7 62. Additionally, on or about August 8, 2014, with approximately 9,872  
8 miles on the odometer, Plaintiff brought her vehicle to Holmes Tuttle Ford  
9 Lincoln, a Ford authorized dealer in Tucson, Arizona, complaining that her  
10 vehicle's transmission "slips and jerks" on acceleration. Following inspection,  
11 the Ford service technician performed repairs per TSB 14-0131.

12 63. Additionally, on or about October 1, 2014, with approximately  
13 12,960 miles on the odometer, Plaintiff brought her vehicle again to Holmes  
14 Tuttle Ford Lincoln complaining that her vehicle's transmission continued to  
15 exhibit shuddering, jerking, delayed acceleration, and complete failure to  
16 accelerate. The Ford service technician inspected the vehicle, verified Plaintiff's  
17 concerns; and performed repairs per TSB 14-0131 and replaced transmission  
18 seals and clutch assembly.

19 64. Further, on or about August 19, 2015, with approximately 28,857  
20 miles on the odometer, Plaintiff returned her vehicle to Jim Click Ford Lincoln  
21 complaining that her vehicle's transmission was excessively shuddering and  
22 jerking during normal operation. The Ford service technician inspected  
23 Plaintiff's vehicle and reprogrammed the Transmission Control Module.

24 65. Further, on or about September 16, 2015, with approximately  
25 30,874 miles on the odometer, Plaintiff returned her vehicle to Jim Click Ford  
26 Lincoln complaining that her vehicle's transmission was shuddering, jerking, and  
27 failing to accelerate despite RPMs spiking. The Ford service technician  
28 inspected Plaintiff's vehicle and verified her concerns. He performed repairs per

1 TSB 15-0120 including reprogramming the Powertrain Control Module and  
2 Transmission Control Module.

3 66. On or about September 30, 2015, with approximately 31,298 miles  
4 on the odometer, Plaintiff brought her vehicle to Jim Click Ford Lincoln  
5 complaining that her vehicle's transmission was excessively shuddering and  
6 jerking. The Ford service technician inspected Plaintiff's vehicle and determined  
7 that further inspection would be required including monitoring the vehicle's  
8 performance during normal operation by Plaintiff with service technician present  
9 in vehicle. No repairs were performed at that time.

10 67. Additionally, on or about November 4, 2015, with approximately  
11 33,000 miles on the odometer, Plaintiff brought her vehicle to Jim Click Ford  
12 Lincoln complaining that her vehicle continued to excessively shudder and jerk  
13 during normal operation. The Ford service technician rode in Plaintiff's vehicle  
14 while she drove and confirmed Plaintiff's concerns. The technician informed  
15 Plaintiff that transmission repairs were required but that the parts were not  
16 available and she would be notified when they became available.

17 68. On January 26, 2016, Plaintiff again delivered her vehicle to an  
18 authorized Ford repair facility, Howard Tuttle Ford Lincoln, complaining of the  
19 Transmission Defect. Plaintiff complained that her vehicle shuddered on  
20 acceleration. Clutch components were replaced at this visit after her complaint  
21 was confirmed.

22 69. Plaintiff's vehicle continues to exhibit all of the problems she had  
23 previously complained about to authorized Ford dealer.

24 70. Ford's authorized dealership has failed to adequately repair  
25 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
26 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
27 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
28 delay in downshifts.

1           71. At all times, Plaintiff, like all Class Members, has driven her vehicle  
2 in a foreseeable manner and in the manner in which it was intended to be used.

3 **Plaintiff Patricia Soltesiz**

4           72. Plaintiff Patricia Soltesiz is a Colorado resident, who resides in  
5 Aurora, Colorado.

6 **Ford Focus**

7           73. On or about June 26, 2013, Plaintiff purchased a new 2013 Ford  
8 Focus from Groove Ford, an authorized Ford dealer in Centennial, Colorado.  
9 Her vehicle was equipped with an optional PowerShift Transmission that cost  
10 her \$1,095.00.

11           74. Plaintiff purchased her vehicle primarily for personal, family, or  
12 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
13 warranted the vehicle.

14           75. Passenger safety, vehicle performance, gas mileage, and reliability  
15 were all factors in Plaintiff's decision to purchase her vehicle. Prior to  
16 purchasing her Class Vehicle, Plaintiff researched the vehicle on Ford's official  
17 website and subsequently test drove the vehicle.

18           76. Plaintiff did not know and was never informed by Ford prior to  
19 purchasing her Class Vehicle that it had a defective transmission.

20           77. Had Ford disclosed its knowledge of the Transmission Defect, and  
21 the fact that it posed a safety concern, when Plaintiff purchased her 2013 Ford  
22 Focus, Plaintiff would have seen such disclosures and been aware of them.  
23 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
24 classes, Plaintiff would not have purchased her 2013 Ford Focus, or would not  
25 have paid the purchase price charged by Ford, had she known that the  
26 PowerShift Transmission is prone to premature internal wear and failure, that it  
27 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
28 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty

1 stopping the vehicle.

2 78. Within the first week after purchase, Plaintiff's transmission was  
3 shuddering, jerking, and hesitating to accelerate. Although Plaintiff brought  
4 aforementioned issues to the attention of the service technicians at Groove Ford,  
5 she was informed by the technicians that the symptoms were "normal" and that  
6 she should drive the vehicle "hard" in order to reduce the shuddering and  
7 jerking. However, Plaintiff continued to experience the same problems  
8 mentioned to Ford dealer.

9 79. On or about August 7, 2013, with approximately 4,928 miles on the  
10 odometer, Plaintiff brought her vehicle to Groove Ford again complaining that  
11 her vehicle was shuddering, jerking, and hesitating to accelerate. The service  
12 technician performed a multi-point inspection and reprogrammed the vehicle's  
13 Transmission Control Module. Plaintiff continued to experience the same  
14 problems complained about to Ford dealer.

15 80. Additionally, on or about April 10, 2015, with approximately 22,010  
16 miles on the odometer, Plaintiff brought her vehicle to Groove Ford complaining  
17 that her vehicle's transmission exhibits harsh shifting and "feels like it's going to  
18 die." Following inspection, the Ford service technician reprogrammed the  
19 vehicle's Transmission Control Module.

20 81. Additionally, on or about September 1, 2015, with approximately  
21 28,161 miles on the odometer, Plaintiff brought her vehicle Groove Ford  
22 complaining that her vehicle's transmission continued to exhibit shuddering,  
23 jerking, delayed acceleration, and complete failure to accelerate resulting in  
24 near-collisions. The Ford service technician inspected the vehicle, verified  
25 Plaintiff's concerns; and performed repairs per Customer Satisfaction Program  
26 14M02.

27 82. Plaintiff's vehicle continues to exhibit all of the problems she had  
28 previously complained about to authorized Ford dealer.

1 83. Ford's authorized dealership has failed to adequately repair  
2 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
3 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
4 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
5 delay in downshifts.

6 84. At all times, Plaintiff, like all Class Members, has driven her vehicle  
7 in a foreseeable manner and in the manner in which it was intended to be used.

8 **Plaintiff Lindsay Schmidt**

9 85. Plaintiff Lindsay Schmidt is an Illinois resident, who resides in  
10 Elwood, Illinois.

11 **Ford Focus**

12 86. On or about April 6, 2013, Plaintiff purchased a new 2013 Ford  
13 Focus from Joe Rizza Ford Porsche, an authorized Ford dealer in Orland Park,  
14 Illinois. Her vehicle was equipped with an optional PowerShift Transmission  
15 that cost her \$1,095.00.

16 87. Plaintiff purchased her vehicle primarily for personal, family, or  
17 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
18 warranted the vehicle.

19 88. Passenger safety, vehicle performance, gas mileage, and reliability  
20 were all factors in Plaintiff's decision to purchase her vehicle. Prior to  
21 purchasing her Class Vehicle, Plaintiff researched the vehicle on Ford's official  
22 website and subsequently test drove the vehicle.

23 89. Plaintiff did not know and was never informed by Ford prior to  
24 purchasing her Class Vehicle that it had a defective transmission.

25 90. Had Ford disclosed its knowledge of the Transmission Defect, and  
26 the fact that it posed a safety concern, when Plaintiff purchased her 2013 Ford  
27 Focus, Plaintiff would have seen such disclosures and been aware of them.  
28 Indeed, Ford's omissions were material to Plaintiff. Like all members of the

1 classes, Plaintiff would not have purchased her 2013 Ford Focus, or would not  
2 have paid the purchase price charged by Ford, had she known that the  
3 PowerShift Transmission is prone to premature internal wear and failure, that it  
4 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
5 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty  
6 stopping the vehicle.

7 91. Within the first six months after purchase, Plaintiff's transmission  
8 was shuddering, jerking, and exhibiting sudden acceleration and delayed  
9 acceleration.

10 92. Additionally, on or about April 17, 2014, with approximately 23,290  
11 miles on the odometer, Plaintiff brought her vehicle again to Joe Rizza Ford  
12 Porsche complaining that her vehicle's transmission continued to exhibit  
13 shuddering, jerking, delayed acceleration, and complete failure to accelerate.  
14 The Ford service technician inspected the vehicle and verified that Plaintiff's  
15 concern "IS IN RELATION WITH DEFECTIVE CLUTCH DISK ASSEMBLY  
16 OFF BALANCING CRANKSHAFT ROTATION, CAUSING VIBRATION."

17 93. On or about August 21, 2014, with approximately 32,011 miles on  
18 the odometer, Plaintiff brought her vehicle again to Joe Rizza Ford Porsche  
19 complaining that her vehicle's transmission was hesitating to accelerate and  
20 excessively shuddering. The Ford service technician inspected Plaintiff's  
21 vehicle, verified her concerns, and determined that the clutch assembly needed to  
22 be replaced. Following the vehicle's clutch assembly replacement, Plaintiff  
23 continued to experience the same transmission issues described to Ford dealer.

24 94. Additionally, on or about April 8, 2015, with approximately 50,053  
25 miles on the odometer, Plaintiff brought her vehicle to Joe Rizza Ford Porsche  
26 complaining that her vehicle continued to excessively shudder and hesitate to  
27 accelerate during normal operation. The Ford service technician inspected  
28 Plaintiff's vehicle and verified her concerns. He performed repairs including

1 recalibrating the TCM. However, Plaintiff continued to experience the same  
2 transmission issues described to Ford dealer.

3 95. Additionally, on or about July 13, 2015, with approximately 56,125  
4 miles on the odometer, Plaintiff brought her vehicle to Joe Rizza Ford Porsche  
5 complaining that her vehicle continued to hesitate to accelerate during normal  
6 operation, most notably from complete stops. The Ford service technician  
7 inspected Plaintiff's vehicle and verified her concerns. He performed repairs  
8 including reprogramming the TCM and PCM.

9 96. On or about September 3, 2015, with approximately 59,800 miles on  
10 the odometer, Plaintiff brought her vehicle back to Joe Rizza Ford Porsche  
11 complaining that her vehicle "died while driving," completely failed to start, and  
12 would improperly state vehicle was in "drive" when actually in "park."  
13 continued to excessively shudder and hesitate to accelerate during normal  
14 operation. The Ford service technician inspected Plaintiff's vehicle, verified her  
15 concerns, and performed repairs including replacing the TCM.

16 97. In early January 2016 Plaintiff again delivered her vehicle to an  
17 authorized Ford repair facility complaining of the Transmission Defect. She was  
18 informed that her clutches will need replacement and she is currently waiting for  
19 replacement parts that are on back order.

20 98. Plaintiff's vehicle continues to exhibit all of the problems she had  
21 previously complained about to authorized Ford dealer.

22 99. Ford's authorized dealership has failed to adequately repair  
23 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
24 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
25 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
26 delay in downshifts.

27 100. At all times, Plaintiff, like all Class Members, has driven her vehicle  
28 in a foreseeable manner and in the manner in which it was intended to be used.

1 **Plaintiff Joshua Bruno**

2 101. Plaintiff Joshua Bruno is a New Jersey resident, who resides in  
3 Hammonton, New Jersey.

4 **Ford Fiesta**

5 102. On or about June 15, 2011, Plaintiff purchased a new 2011 Ford  
6 Fiesta from Holman Automotive, an authorized Ford dealer in Turnersville, New  
7 Jersey. His vehicle was equipped with an optional PowerShift Transmission that  
8 cost him \$1,095.00.

9 103. Plaintiff purchased this vehicle primarily for personal, family, or  
10 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
11 warranted the vehicle.

12 104. In February 2011, Mr. Bruno accessed the Ford website and signed  
13 up for a promotional newsletter from Ford about Ford vehicles. Shortly  
14 thereafter, he received in the mail from Ford a 3 or 4 gigabyte flash drive  
15 containing information and materials on the Ford Fiesta. This was an electronic  
16 brochure describing the features, amenities and performance standards of the  
17 Ford Fiesta, including a description of Ford's PowerShift dual clutch  
18 transmission. Mr. Bruno reviewed this electronic brochure thoroughly. It failed  
19 to mention the defect in the PowerShift Transmission.

20 105. The following image, which specifically highlights the PowerShift  
21 Transmission, is among the Ford marketing material that Mr. Bruno specifically  
22 saw and studied prior to his purchase of the 2011 Ford Fiesta:  
23  
24  
25  
26  
27  
28





The Ford website, including the image above, omitted information about the defect in the PowerShift Transmission.

106. In June 2011, Mr. Bruno extensively reviewed Ford's website, spending approximately 3 hours over 3 to 4 days on the Ford web page devoted to the Ford Fiesta and on the linked Ford web pages containing additional information about the Fiesta. There, he specifically read about the PowerShift transmission and the benefits that it provided, including increasing gas mileage up to 40 miles per gallon.

107. The Ford website, including the image above, omitted information about the defect in the PowerShift Transmission.

108. A week and a half prior to purchasing his vehicle, Mr. Bruno also test drove a Ford Fiesta at the dealership with a dealer salesperson in the test car with him. The salesperson pointed out features of the car, including that it had Sirius satellite radio, add on features such as a moon roof and heated seats, a compass, great gas the mileage and a brand new transmission technology new to Ford known as the PowerShift Transmission. While discussing the features and benefits of the vehicle during the test drive, the dealer salesperson made no

1 mention of the defect in the PowerShift Transmission.

2 109. When Mr. Bruno purchased the vehicle, a representative of the  
3 dealer handed him Ford paperwork, including financing documents, payment  
4 agreements and loan agreements. None of this paperwork mentioned the defect  
5 in the PowerShift Transmission.

6 110. Passenger safety, vehicle performance, gas mileage, and reliability  
7 were all factors in Plaintiff's decision to purchase his vehicle. Prior to  
8 purchasing his Class Vehicle, Plaintiff reviewed Ford's official website in order  
9 to research Fiesta options and features.

10 111. Plaintiff did not know and was never informed by Ford prior to  
11 purchasing his Class Vehicle that it had a defective transmission.

12 112. Had Ford disclosed its knowledge of the Transmission Defect, and  
13 the fact that it posed a safety concern, when Plaintiff purchased his 2011 Ford  
14 Fiesta, Plaintiff would have seen such disclosures and been aware of them.  
15 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
16 classes, Plaintiff would not have purchased his 2011 Ford Fiesta, or would not  
17 have paid the purchase price charged by Ford, had he known that the PowerShift  
18 Transmission is prone to premature internal wear and failure, that it suffers from  
19 transmission slips, bucking, kicking, jerking, harsh engagement, sudden  
20 acceleration, delay in downshifts, delayed acceleration, and difficulty stopping  
21 the vehicle.

22 113. Just weeks after his purchase, Plaintiff's transmission was causing  
23 jerking, kicking, bucking, delayed acceleration and a delay in downshifts, most  
24 notably when attempting to accelerate after coming to a complete stop. The  
25 transmission was also erratically shifting in second and third gear. Oftentimes,  
26 Plaintiff was unable to accelerate from the middle of an intersection prior to  
27 making a left turn, resulting in the vehicle nearly stalling.

28 114. On or about August 31, 2011, with approximately 5,305 miles on

1 the odometer, Plaintiff brought his vehicle to Holman Automotive, an authorized  
2 Ford dealer in Turnersville, New Jersey, complaining that the vehicle made a  
3 grinding noise when idling in park. The service advisor at Ford performed a  
4 road test with Plaintiff in the vehicle and was unable to verify the concern, but  
5 requested to keep the vehicle overnight. The service advisor performed a  
6 multipoint inspection, noted a “clunk” sound when the vehicle shifted from drive  
7 to park, but concluded that the noise was a “normal operating characteristic” of  
8 the vehicle.

9 115. Within a couple of days of this dealership visit, all of the problems  
10 Plaintiff had complained of had returned.

11 116. On or about February 16, 2012, with approximately 15,922 miles on  
12 the odometer, Plaintiff brought his vehicle back to Holman Automotive,  
13 complaining of a “clunking sound” when driving. Plaintiff also complained that  
14 the vehicle was “banging” into gear when shifting and that when idle, the  
15 vehicle’s RPM levels were exceedingly high. The service advisor verified the  
16 concern and requested to keep the vehicle overnight. The service provider  
17 performed TSB 11-9-2, reprogrammed the PCM (Powertrain Control Module)  
18 and the TCM (Transmission Control Module), performed a pinpoint test, and  
19 found the vehicle operating normally.

20 117. Within a couple of days of this dealership visit, all of the problems  
21 Plaintiff had complained of had again returned.

22 118. On or about February 22, 2012, with approximately 16,313 miles on  
23 the odometer, Plaintiff brought his vehicle back to Holman Automotive,  
24 complaining of a squealing noise on turns and while accelerating. Plaintiff also  
25 complained that the vehicle “revved” when decelerating and was difficult to  
26 start. The service advisor requested to keep the vehicle overnight and found on a  
27 road test that he could not verify Plaintiff’s concern.

28 119. Within a couple of days of this dealership visit, all of the problems

1 Plaintiff had complained of had again returned.

2 120. On or about March 8, 2012, with approximately 17,436 miles on the  
3 odometer, Plaintiff brought his vehicle back to Holman Automotive, again  
4 complaining of a clunking sound when driving. Plaintiff again also complained  
5 the vehicle was “banging” into gear when shifting and that when idle, the  
6 vehicle’s RPMs raced exceedingly high. The service advisor could not duplicate  
7 the concern and requested to keep the vehicle overnight. He performed an  
8 electronic diagnostic test, checked modules for water entry, performed a  
9 transmission relearning process, and installed a data recorder on the vehicle.

10 121. Within a couple of days of this dealership visit, all of the problems  
11 Plaintiff had complained of had again returned.

12 122. On or about March 28, 2012, with approximately 17,523 miles on  
13 the odometer, Plaintiff brought his vehicle back to Holman Automotive,  
14 complaining of a loud squealing “school bus sound” when braking, a “hard  
15 bang” when accelerating, especially when accelerating after being stopped at a  
16 light, and having to replace brake fluid more than once. The service advisor  
17 could not duplicate the concerns and requested to keep the vehicle overnight.  
18 The dealership removed the data recorder and found normal operations recorded.  
19 The service advisor reported “only normal PID readings;” however, upon  
20 inspection under the engine bay, the service advisor found brake fluid leaking  
21 from the master cylinder into the brake booster. The master cylinder was  
22 repaired, the brake booster assembly was removed and replaced, and new brake  
23 fluid was added. The vehicle was in the dealership’s possession for repair until  
24 April 03, 2012.

25 123. Within a couple of days of this dealership visit, all of the problems  
26 Plaintiff had complained of had again returned.

27 124. On or about September 26, 2013, with approximately 48,538 miles  
28 on the odometer, Plaintiff brought his vehicle back to Holman Automotive,

1 complaining that the engine light and traction control uphill assist light were  
2 both on, that the vehicle had “no power,” that there was a loss of power and  
3 ability to accelerate, and that the radio would cut out. The service advisor  
4 verified the concern and requested to keep the vehicle overnight. He  
5 reprogrammed the PCM (Powertrain Control Module) and the TCM  
6 (Transmission Control Module), performed an adaptive re-learn, performed a  
7 pinpoint test, and asked Plaintiff to return the vehicle for further diagnosis and  
8 repair.

9 125. On or about September 30, 2013, with approximately 48,562 miles  
10 on the odometer, Plaintiff brought his vehicle back to Holman Automotive for  
11 further repair as requested by the dealership to replace certain transmission  
12 components in the vehicle (the flexplate, including 1 PLATE ASY –  
13 CONVERTER DRIVE, 6 BOLT- HEX.HEAD, 1 SENSOR – CRANKSHAFT  
14 POSITION, 1 PLATE – CYLINDER BLOCK REAR, 1 GASKET, 4 NUT –  
15 HEX, 2 BOLT, 2 NUT- HEX, 1 RETAINER – BEARING, 2 NUT – LOCKING,  
16 1 SEAL, 8 NUT, 2 TRANSMISSION FLUID, and the flywheel). The service  
17 advisor performed TSB 11-10-13, replaced the transmission flexplate, found the  
18 “crand” sensor was touching, found the check engine light on, replaced the fuel  
19 injector assembly, replaced the flywheel, cleaned the ABS module connector,  
20 added electrical grease, swapped No. 3 and No. 4 injectors, cleaned and secured  
21 all wire connections to injectors, cleared powertrain tables, and relearned the  
22 misfire table on a road test.

23 126. Within a couple of days of this dealership visit, all of the problems  
24 Plaintiff had complained of had again returned.

25 127. On or about October 29, 2013, with approximately 49,857 miles on  
26 the odometer, Plaintiff brought his vehicle back to Holman Automotive, again  
27 complaining that the traction control uphill assist light and engine lights were  
28 both and that the vehicle was shifting hard, banging into gear, and accelerating

1 inconsistently. The service advisor verified the concern and requested to keep  
2 the vehicle overnight. He performed an electronic transmission diagnostic, and  
3 found the vehicle shuddered on road tests, and proceeded to replace the clutch  
4 assembly, keeping the vehicle from October 29 to November 13. He performed  
5 electronic transmission diagnostic tests, checked for oil leaks at the clutch, and  
6 performed a transmission relearn through road tests. The service provider also  
7 replaced the clutch assembly.

8 128. Within a couple of days of this dealership visit, all of the problems  
9 Plaintiff had complained of had again returned.

10 129. On or about June 11, 2014, with approximately 58,403 miles on the  
11 odometer, Plaintiff brought his vehicle to Lilliston Ford in Vineland NJ ,  
12 complaining of a hard shift in low gears and a loud roaring noise at speeds 40  
13 miles per hour and above that grew louder the faster the car went. The service  
14 advisor requested to keep the vehicle overnight and performed a multipoint  
15 inspection, during which he found that the two rear tires and front brake pads and  
16 rotors needed replacing. In addition, the service advisor noted that the vehicle  
17 alignment required attention and replaced a ball bearing assembly in the front  
18 wheel of the vehicle.

19 130. Within a couple of days of this dealership visit, all of the problems  
20 Plaintiff had complained of had again returned.

21 131. On or about February 2015, with approximately 69,000 miles on the  
22 odometer, the Plaintiff brought his vehicle to Lilliston Ford complaining of the  
23 gears shifting poorly and the check engine light appearing. The service provider  
24 determined that Plaintiff's clutch assembly needed to once more be replaced, but  
25 as the parts were sold out, the repair was scheduled for an undetermined time in  
26 the near future. The dealership stated the clutches and computer parts needed to  
27 repair the car were nationally back ordered, and as soon as the parts arrived at  
28 the dealership location, the Plaintiff would receive notification to have the car

1 repaired. Plaintiff was instructed to continue driving his vehicle with the  
2 defective transmission. That dealership did not provide a work order as there  
3 was no work to be done without the accompanying engine and transmission  
4 parts. At this point in time, Plaintiff received a letter from Ford informing  
5 owners that the vehicle's transmission warranty and transmission computer  
6 warranty were extended to 100,000 miles due to faulty components. Within a  
7 couple of days of this dealership visit, all of the problems Plaintiff had  
8 complained of had again returned.

9 132. While awaiting the second clutch replacement (and third  
10 transmission repair, not including transmission reprograms), Plaintiff continued  
11 driving his vehicle with the defective transmission. On April 18, 2015, with  
12 approximately 72,000 on the odometer, Plaintiff crashed his vehicle into a road  
13 sign due to the vehicle's clutches not responding properly. Plaintiff reports that  
14 his vehicle was refusing to accelerate due to the clutches "not catching" and  
15 "when they finally did, my car caught gravel as the tires spun faster than they  
16 normally would have, and I hit a road sign." The police report reads "D1 stated  
17 that he was turning left and slid on gravel which caused him to go off the  
18 roadway and strike the sign. Investigation showed that D1 accelerated at a high  
19 rate of speed causing his tires to lose traction which caused him to slide to the  
20 right and strike the sign."

21 133. On or about May 26, 2015, with approximately 74,301 miles on the  
22 odometer, the Plaintiff brought his vehicle back to Lilliston Ford to complete the  
23 clutch assembly replacement. Faulty clutches as well as computer parts were  
24 repaired under Ford Motor Company repair order 14M01 and 14M02. The  
25 dealership performed these repairs in 2 business days.

26 134. Within a couple of days of this dealership visit, all of the problems  
27 the Plaintiff had complained of had again returned.

28 135. On or about September 3, 2015, with approximately 80,165 miles on

1 the odometer, the Plaintiff brought his vehicle back to Lilliston Ford to have his  
2 car's computer updated to read transmission faults as the original computer  
3 programming was defective. The dealership reprogrammed the PCM and TCM  
4 of the vehicle. This was done under repair order 15B22. A multipoint  
5 inspection was also performed, revealing the vehicle to be in excellent health  
6 otherwise.

7 136. Within a couple of days of this dealership visit, all of the  
8 transmission problems the Plaintiff had complained of had again returned.

9 137. Ford's authorized dealerships have failed to adequately repair  
10 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
11 Plaintiff's transmission continue to shift erratically and sluggishly, and cause  
12 bucking, kicking, jerking, harsh engagement, delayed acceleration, lurching,  
13 erratic shifting, and a delay in downshifts, most notably when trying to  
14 accelerate after coming to a complete stop. Further, the upshift continues to bog  
15 down like the vehicle might stall.

16 138. At all times, Plaintiff, like all Class Members, has driven his vehicle  
17 in a foreseeable manner and in the manner in which they were intended to be  
18 used.

19 **Plaintiff Virginia Otte**

20 139. Plaintiff Virginia Otte is a New Jersey resident, who resides in  
21 Woodbridge, New Jersey.

22 **Ford Fiesta**

23 140. On or about January 29, 2013, Plaintiff purchased a new 2013 Ford  
24 Fiesta from Malouf Ford-Lincoln, Inc., an authorized Ford dealer in North  
25 Brunswick, New Jersey. Her vehicle was equipped with an optional PowerShift  
26 Transmission that cost her \$1,095.00.

27 141. Plaintiff purchased her vehicle primarily for personal, family, or  
28 household use. Ford manufactured, sold, distributed, advertised, marketed, and



1 warranted the vehicle.

2 142. Ms. Otte visited Malouf Ford-Lincoln, Inc. twice before purchasing  
3 her Ford Fiesta.

4 143. The first time she spoke with a salesperson who identified the Fiesta  
5 as fulfilling of her automotive requirements. That salesperson represented that  
6 the Fiesta was a “great car” and discussed how the features and benefits of the  
7 car were perfect for her needs, never stating any information about defects in or  
8 issues with the PowerShift Transmission.

9 144. Ms. Otte returned to the dealer a second time when she test drove  
10 the car with the same salesperson, who discussed during the test drive the  
11 functionality of the car, including its stopping and steering capabilities and its  
12 anti-lock brakes safety feature. At that time, the salesperson did not disclose any  
13 information about defects in or issues with the PowerShift Transmission that  
14 came with the vehicle she test drove.

15 145. Passenger safety, vehicle performance, gas mileage, and reliability  
16 were all factors in Plaintiff’s decision to purchase her vehicle. Prior to  
17 purchasing her Class Vehicle, Plaintiff test drove the vehicle.

18 146. Plaintiff did not know and was never informed by Ford prior to  
19 purchasing her Class Vehicle that it had a defective transmission.

20 147. Had Ford disclosed its knowledge of the Transmission Defect, and  
21 the fact that it posed a safety concern, when Plaintiff purchased her 2013 Ford  
22 Fiesta, Plaintiff would have seen such disclosures and been aware of them.  
23 Indeed, Ford’s omissions were material to Plaintiff. Like all members of the  
24 classes, Plaintiff would not have purchased her 2013 Ford Fiesta, or would not  
25 have paid the purchase price charged by Ford, had she known that the  
26 PowerShift Transmission is prone to premature internal wear and failure, that it  
27 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
28 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty

1 stopping the vehicle.

2 148. After she purchased the vehicle that day, the vehicle paused  
3 unnaturally as she was driving it off the lot.

4 149. Within the first month after purchase, Plaintiff's transmission was  
5 erratically and improperly shifting, most notably in low gears.

6 150. On or about February 18, 2013, with approximately 816 miles on  
7 the odometer, Plaintiff brought her vehicle to Malouf Ford-Lincoln, Inc.,  
8 complaining that the transmission was improperly shifting and that following an  
9 emergency stop, the RPMs shot up but the vehicle did not accelerate. The  
10 service technician performed a multi-point inspection, but was unable to  
11 determine or repair the cause of Plaintiff's concern. Plaintiff continued to  
12 experience the same improper shifting and delayed acceleration.

13 151. Further, on or about December 21, 2013, Plaintiff was involved in  
14 an auto accident while driving her 2013 Ford Fiesta. Per the attending police  
15 officer's accident report, Plaintiff was attempting to make a left turn from stop  
16 when her vehicle failed to accelerate while crossing the intersection and was  
17 subsequently struck by another vehicle.

18 152. Additionally, on or about October 27, 2104, with approximately  
19 24,550 miles on the odometer, Plaintiff brought her vehicle to Malouf Ford-  
20 Lincoln, Inc. complaining that the vehicle's transmission shudders, jerks, and  
21 hesitates to accelerate from a stop. The Ford service technician inspected the  
22 vehicle and verified Plaintiff's concerns. He additionally inspected the  
23 transmission and noted that the clutch assembly had no oil. He subsequently  
24 performed repairs including replacing the clutch and transmission seal assembly,  
25 and reprogrammed the Transmission and Powertrain control modules.

26 153. Additionally, on or about July 28, 2015, with approximately 32,240  
27 miles on the odometer, Plaintiff brought her vehicle to Malouf Ford-Lincoln, Inc.  
28 complaining that Plaintiff's transmission was causing jerking, bucking, delayed

1 acceleration and a delay in downshifts, most notably when attempting to  
2 accelerate after coming to a complete stop. The service technician performed a  
3 multi-point inspection, and was able to verify Plaintiff's concerns and perform  
4 repairs pursuant to TSB 15-0090.

5 154. In May of 2015 Plaintiff filled out a form on Ford's website  
6 notifying them that her vehicle is defective and requesting that Ford remedy the  
7 Transmission Defect. To her knowledge, Ford never responded.

8 155. Plaintiff's vehicle continues to exhibit all of the problems she had  
9 previously complained about to authorized Ford dealer.

10 156. Ford's authorized dealership has failed to adequately repair  
11 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
12 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
13 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
14 delay in downshifts, most notably when trying to accelerate after coming to a  
15 complete stop.

16 157. At all times, Plaintiff, like all Class Members, has driven her vehicle  
17 in a foreseeable manner and in the manner in which it was intended to be used.

18 **Plaintiffs Jason and Jamie Porterfield**

19 158. Plaintiffs Jason and Jamie Porterfield are Pennsylvania citizens who  
20 reside in Ruffs Dale, Pennsylvania.

21 **Ford Focus**

22 159. On or about July 21, 2012, Plaintiffs purchased a new 2012 Ford  
23 Focus from C. Harper Ford Kia Inc., an authorized Ford dealer in Belle Vernon,  
24 Pennsylvania. Their vehicle was equipped with an optional PowerShift  
25 Transmission that cost them \$1,095.00.

26 160. Plaintiffs purchased this vehicle primarily for personal, family, or  
27 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
28 warranted the vehicle.

1           161. In July 2012, Mr. Porterfield worked for UPS, which has an  
2 arrangement with Ford, known as the X-Plan, for special pricing on Ford  
3 vehicles for UPS employees. Prior to purchasing his 2012 Ford Focus, Mr.  
4 Porterfield accessed [www.fordpartner.com](http://www.fordpartner.com), inputted the UPS partner code, and  
5 brought up the Ford X-Plan Partner Recognition Vehicle Pricing web page,  
6 which lists all Ford vehicles offered under the X-Plan. He then clicked on the  
7 Focus link, and was taken to the Ford web page with extensive information about  
8 the Ford Focus. He studied the information carefully, which contained detailed  
9 descriptions of the features, amenities and performance standards of the Ford  
10 Focus, including information about the PowerShift dual clutch transmission that  
11 did not mention any defect.

12           162. Passenger safety, vehicle performance, gas mileage, and reliability  
13 were all factors in Plaintiffs' decision to purchase their vehicle. Prior to  
14 purchasing their Class Vehicle, Plaintiffs reviewed Ford's official website in  
15 order to research Focus options and features.

16           163. Plaintiff did not know and was never informed by Ford prior to  
17 purchasing her Class Vehicle that it had a defective transmission.

18           164. Had Ford disclosed its knowledge of the Transmission Defect, and  
19 the fact that it posed a safety concern, when Plaintiffs purchased their 2012 Ford  
20 Focus, Plaintiffs would have seen such disclosures and been aware of them.  
21 Indeed, Ford's omissions were material to Plaintiffs. Like all members of the  
22 classes, Plaintiffs would not have purchased their 2012 Ford Focus, or would not  
23 have paid the purchase price charged by Ford, had they known that the  
24 PowerShift Transmission is prone to premature internal wear and failure, that it  
25 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
26 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty  
27 stopping the vehicle.

28           165. Within the first month after purchase, Plaintiffs' transmission was

1 causing jerking, kicking, bucking, delayed acceleration and a delay in  
2 downshifts, most notably when attempting to accelerate after coming to a  
3 complete stop. The transmission was also was erratically shifting in second and  
4 third gear. On many occasions, Plaintiffs have been unable to accelerate from  
5 the middle of an intersection when trying to make a left turn, with the vehicle  
6 nearly stalling.

7 166. On or about August 23, 2013, with approximately 11,017 miles on  
8 the odometer, Plaintiffs brought their vehicle to C. Harper Auto Group, an  
9 authorized Ford dealer in Belle Vernon, Pennsylvania, complaining that their  
10 transmission shuddered when attempting to accelerate from a complete stop.  
11 The service provider performed a multi-point inspection, but was unable to  
12 determine or repair the cause of Plaintiffs' concern.

13 167. Within a couple of days of this visit, Plaintiffs' vehicle was once  
14 again exhibiting all of the problems he had complained about.

15 168. Ford's authorized dealership has failed to adequately repair  
16 Plaintiffs' vehicle. Despite these repair attempts by Ford and its dealers,  
17 Plaintiffs' transmission continues to shift erratically, and cause bucking, kicking,  
18 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
19 delay in downshifts, most notably when trying to accelerate after coming to a  
20 complete stop.

21 169. At all times, Plaintiffs, like all Class Members, have driven their  
22 vehicles in a foreseeable manner and in the manner in which they were intended  
23 to be used.

24 **Plaintiff Patricia Schwennker**

25 170. Plaintiff Patricia Schwennker is a New York resident, who resides in  
26 Willsboro, New York.

27 171. On or about July 2, 2012, Plaintiff purchased a new 2012 Ford  
28 Focus from Orange Motors, an authorized Ford dealer in Albany, New York.

1 Her vehicle was equipped with an optional PowerShift Transmission that cost  
2 her \$1,095.00.

3 172. Plaintiff purchased her vehicle primarily for personal, family, or  
4 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
5 warranted the vehicle.

6 173. Before purchasing her Ford Focus, Ms. Schwenger accessed the  
7 Ford website and studied the information that Ford posted on that site regarding  
8 the Ford Focus.

9 174. She next visited Orange Motors where she spoke directly to a  
10 salesperson who detailed to her some of the features and benefits of the Focus,  
11 including its excellent gas mileage. The salesperson stated that it was a “great  
12 little car.” At no time did the salesperson discuss or mention any issues or  
13 defects related to the PowerShift Transmission. While at the dealership, Ms.  
14 Schwenger pick up and took home a Ford brochure about the Focus; which she  
15 then studied when she got home. That brochure failed to mention the defect in  
16 the PowerShift Transmission. Ms. Schwenger went back to Orange Motors a  
17 second time, where the salesperson again discussed the features and benefits of  
18 the Focus, including its gas mileage, while omitting information about defects in  
19 the PowerShift Transmission.

20 175. Passenger safety, vehicle performance, gas mileage, and reliability  
21 were all factors in Plaintiff’s decision to purchase her vehicle. Prior to  
22 purchasing her Class Vehicle, Plaintiff researched the vehicle on Ford’s official  
23 website and subsequently test drove the vehicle.

24 176. Plaintiff did not know and was never informed by Ford prior to  
25 purchasing her Class Vehicle that it had a defective transmission.

26 177. Had Ford disclosed its knowledge of the Transmission Defect, and  
27 the fact that it posed a safety concern, when Plaintiff purchased her 2012 Ford  
28 Focus, Plaintiff would have seen such disclosures and been aware of them.

1 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
2 classes, Plaintiff would not have purchased her 2012 Ford Focus, or would not  
3 have paid the purchase price charged by Ford, had she known that the  
4 PowerShift Transmission is prone to premature internal wear and failure, that it  
5 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
6 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty  
7 stopping the vehicle.

8 178. Within the first six months after purchase, Plaintiff experienced the  
9 transmission in her vehicle hesitating to shift, shuddering, and jerking, most  
10 notably in low gears. In 2013, Plaintiff brought her vehicle to Orange Motors,  
11 with approximately 18,000 miles on the odometer, complaining that the  
12 transmission hesitated to shift and would shudder. The Ford service technician  
13 inspected the vehicle and verified Plaintiff's concerns. He reprogrammed the  
14 TCM and replaced the clutch assembly. Plaintiff continues to experience the  
15 same problems described to Ford dealer despite several clutch assembly  
16 replacements and TCM reprograms.

17 179. Ford's authorized dealership has failed to adequately repair  
18 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
19 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
20 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
21 delay in downshifts.

22 180. At all times, Plaintiff, like all Class Members, has driven her vehicle  
23 in a foreseeable manner and in the manner in which it was intended to be used.

24 **Plaintiff Abigail Fisher**

25 181. Plaintiff Abigail Fisher is a Pennsylvania resident who resides in  
26 Allentown, Pennsylvania.

27 **Ford Focus**

28 182. On or about December 26, 2013, Plaintiff purchased a used 2012

1 Ford Focus from Nazareth Ford, an authorized Ford dealer in Nazareth,  
2 Pennsylvania. Her vehicle was equipped with an optional PowerShift  
3 Transmission that cost her \$1,095.00

4 183. Plaintiff purchased her vehicle primarily for personal, family, or  
5 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
6 warranted the vehicle.

7 184. Passenger safety, vehicle performance, gas mileage, and reliability  
8 were all factors in Plaintiff's decision to purchase her vehicle. Prior to  
9 purchasing her Class Vehicle, Plaintiff test drove the vehicle.

10 185. Plaintiff did not know and was never informed by Ford prior to  
11 purchasing her Class Vehicle that it had a defective transmission.

12 186. Had Ford disclosed its knowledge of the Transmission Defect, and  
13 the fact that it posed a safety concern, when Plaintiff purchased her 2012 Ford  
14 Focus, Plaintiff would have seen such disclosures and been aware of them.  
15 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
16 classes, Plaintiff would not have purchased her 2012 Ford Focus, or would not  
17 have paid the purchase price charged by Ford, had she known that the  
18 PowerShift Transmission is prone to premature internal wear and failure, that it  
19 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
20 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty  
21 stopping the vehicle.

22 187. Within the first year of purchase, Plaintiff's transmission was  
23 erratically and improperly shifting, most notably in low gears.

24 188. On or about January 4, 2015, Plaintiff was involved in an auto  
25 accident while driving her 2012 Ford Focus. Per the attending police officer's  
26 accident report, Plaintiff was backing out of a parking spot when her 2012 Ford  
27 Focus "rapidly accelerated forward," striking two parked cars. The report  
28 indicates that Plaintiff told the officer that "she is not sure what happened with



1 the vehicle that caused it to accelerate forward.” As a result of the unintended  
2 acceleration of her Ford Focus, Plaintiff has paid thousands of dollars in repair  
3 costs.

4 189. Additionally, on or about September 18, 2015, with approximately  
5 64,458 miles on the odometer, Plaintiff’s transmission completely failed and she  
6 had the vehicle towed to Nazareth Ford complaining that Plaintiff’s vehicle’s  
7 “Check Engine” light was illuminated and its transmission had failed following  
8 RPMs “flaring” and gears hesitating to shift. The service technician confirmed  
9 Plaintiff’s concerns and replaced the vehicle’s Transmission Control Module.

10 190. Plaintiff’s vehicle continues to exhibit all of the problems she had  
11 previously complained about to authorized Ford dealer including delayed  
12 acceleration, and erratic and improper shifting.

13 191. Ford’s authorized dealership has failed to adequately repair  
14 Plaintiff’s vehicle. Despite these repair attempts by Ford and its dealers,  
15 Plaintiff’s transmission continues to shift erratically, and cause bucking, kicking,  
16 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
17 delay in downshifts, most notably when trying to accelerate after coming to a  
18 complete stop.

19 192. At all times, Plaintiff, like all Class Members, has driven her vehicle  
20 in a foreseeable manner and in the manner in which it was intended to be used.

21 **Plaintiff Christi Groshong**

22 193. Plaintiff Christi Groshong is an Oregon resident who resides in  
23 Tillamook, Oregon.

24 **Ford Fiesta**

25 194. On or about March 26, 2013, Plaintiff purchased a new 2013 Ford  
26 Fiesta from Damerow Ford, an authorized Ford dealer in Beaverton, Oregon.  
27 Her vehicle was equipped with an optional PowerShift Transmission that cost  
28 her \$1,095.00

1           195. Plaintiff purchased her vehicle primarily for personal, family, or  
2 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
3 warranted the vehicle.

4           196. Passenger safety, vehicle performance, gas mileage, and reliability  
5 were all factors in Plaintiff's decision to purchase her vehicle. Prior to  
6 purchasing her Class Vehicle, Plaintiff researched the vehicle on the Ford  
7 official website and test drove the vehicle.

8           197. Plaintiff did not know and was never informed by Ford prior to  
9 purchasing her Class Vehicle that it had a defective transmission.

10           198. Had Ford disclosed its knowledge of the Transmission Defect, and  
11 the fact that it posed a safety concern, when Plaintiff purchased her 2013 Ford  
12 Fiesta, Plaintiff would have seen such disclosures and been aware of them.  
13 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
14 classes, Plaintiff would not have purchased her 2013 Ford Fiesta, or would not  
15 have paid the purchase price charged by Ford, had she known that the  
16 PowerShift Transmission is prone to premature internal wear and failure, that it  
17 suffers from transmission slips, bucking, kicking, jerking, harsh engagement,  
18 sudden acceleration, delay in downshifts, delayed acceleration, and difficulty  
19 stopping the vehicle.

20           199. Within the first month of purchase, Plaintiff's transmission was  
21 erratically and improperly shifting, most notably in low gears.

22           200. On or about April 30, 2013, with approximately 965 miles on the  
23 odometer, Plaintiff began experiencing her vehicle's transmission grinding when  
24 turning and accelerating from stop and brought her vehicle to Damerow Ford.  
25 The Ford service technician inspected the vehicle but was unable to duplicate  
26 Plaintiff's concerns or diagnose the problem at that time. As such, no repairs  
27 were performed. Plaintiff continued to experience the transmission grinding.

28           201. On or about August 28, 2013, with approximately 11,009 miles on

1 the odometer, Plaintiff brought her vehicle to Damerow Ford again complaining  
2 of the transmission grinding on acceleration, while idling, and while turning.  
3 Again, the Ford service technician inspected the vehicle but was unable to  
4 diagnose and repair the problem. Plaintiff continued to experience the problems  
5 complained about to Ford dealer.

6 202. On or about February 27, 2014, with approximately 30,426 miles on  
7 the odometer, Plaintiff brought her vehicle to Damerow Ford. The repair order  
8 states Plaintiff complained that “TRANSMISSION IS REVVING VERY HIGH  
9 BEFORE SHIFTING.” Following inspection, the Ford service technician  
10 confirmed Plaintiff’s concerns and performed repairs according to TSB 13-09-04  
11 including installing new clutch.

12 203. Further, on or about April 6, 2015, with approximately 45,509 miles  
13 on the odometer, Plaintiff brought her vehicle to Tillamook Motor Company, an  
14 authorized Ford dealer in Tillamook, Oregon, pursuant to recall 14E08. The  
15 service technician reprogrammed the Powertrain Control Module at that time.  
16 Plaintiff continued to experience transmission issues including delayed  
17 acceleration, shuddering, jerking, and loss of power.

18 204. Further, on or about May 5, 2015, with approximately 46,559 miles  
19 on the odometer, Plaintiff brought her vehicle to Tillamook Motor Company  
20 complaining that the “ENGINE SEEMS TO LOSE POWER LIKE TRANS NOT  
21 DOWNSHIFTING LIKE IT SHOULD” and “HAS EXCESSIVE SHUDDER.”  
22 The Ford service technician inspected the vehicle and confirmed Plaintiff’s  
23 concerns. He performed repairs in accordance with TSB 15-0043 including  
24 replacing TSM and input shaft seals, cleaning clutches, and reprogramming the  
25 Powertrain Control Module and Transmission Control Module.

26 205. Further, on or about May 15, 2015, with approximately 46,599 miles  
27 on the odometer, Plaintiff brought her vehicle to Tillamook Motor Company  
28 complaining that the vehicle would turn on but would not accelerate. Following

1 inspection, the service technician verified Plaintiff's concern, noting that he  
2 "REMOVE[D] TRANS, FOUND FLEX PLATE WITH DAMAGED TANG,  
3 HAIRLINE CRACK ALLOWED TANG TO BEND & NOT GIVE SIGNAL TO  
4 CKP SENSOR." The Ford technician performed several repairs including  
5 replacing flywheel.

6 206. Further, on or about May 22, 2015, with approximately 47,354 miles  
7 on the odometer, Plaintiff's vehicle's "Check Engine" indicator began flashing  
8 and she brought vehicle to Tillamook Motor Company. The service technician  
9 inspected the vehicle, leaving Plaintiff without her vehicle or a temporary loaner  
10 vehicle for a month, and eventually reported that two fuel injector cylinders were  
11 misfiring. The service report states that the technician replaced the ignition coils  
12 and performed repairs pursuant to "unique Fiesta procedure."

13 207. On or about October 9, 2015, with approximately 51,042 miles on  
14 the odometer, Plaintiff brought her vehicle to Damerow Ford following the  
15 vehicle's transmission's continued and worsening shuddering, grinding, jerking,  
16 and failure to accelerate. The Ford service technician inspected the vehicle,  
17 confirmed Plaintiff's concerns, and ordered parts for necessary repairs. The  
18 service technician told Plaintiff that she would be notified when the parts arrived  
19 because they are backordered. To date, Plaintiff has not been notified that parts  
20 are available for repairs required.

21 208. Plaintiff's vehicle continues to exhibit all of the problems she had  
22 previously complained about to authorized Ford dealer including delayed  
23 acceleration, shuddering, jerking, grinding, and erratic and improper shifting.

24 209. Ford's authorized dealership has failed to adequately repair  
25 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
26 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
27 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
28 delay in downshifts, most notably when trying to accelerate after coming to a

1 complete stop.

2 210. At all times, Plaintiff, like all Class Members, has driven her vehicle  
3 in a foreseeable manner and in the manner in which it was intended to be used.

4 **Plaintiff Eric Dufour**

5 211. Plaintiff Eric Dufour is a Washington resident, who resides in  
6 Olympia, Washington.

7 **Ford Focus**

8 212. On or about September 8, 2014, Plaintiff purchased a new 2014  
9 Ford Focus from Mullinax Ford of Olympia, an authorized Ford dealer in  
10 Olympia, Washington. His vehicle was equipped with an optional PowerShift  
11 Transmission that cost him \$1,095.00.

12 213. Plaintiff purchased his vehicle primarily for personal, family, or  
13 household use. Ford manufactured, sold, distributed, advertised, marketed, and  
14 warranted the vehicle.

15 214. Passenger safety, vehicle performance, gas mileage, and reliability  
16 were all factors in Plaintiff's decision to purchase his vehicle. Prior to  
17 purchasing his Class Vehicle, Plaintiff researched the vehicle on Ford's official  
18 website and subsequently test drove the vehicle.

19 215. Plaintiff did not know and was never informed by Ford prior to  
20 purchasing his Class Vehicle that it had a defective transmission.

21 216. Had Ford disclosed its knowledge of the Transmission Defect, and  
22 the fact that it posed a safety concern, when Plaintiff purchased his 2014 Ford  
23 Focus, Plaintiff would have seen such disclosures and been aware of them.  
24 Indeed, Ford's omissions were material to Plaintiff. Like all members of the  
25 classes, Plaintiff would not have purchased his 2014 Ford Focus, or would not  
26 have paid the purchase price charged by Ford, had he known that the PowerShift  
27 Transmission is prone to premature internal wear and failure, that it suffers from  
28 transmission slips, bucking, kicking, jerking, harsh engagement, sudden

1 acceleration, delay in downshifts, delayed acceleration, and difficulty stopping  
2 the vehicle.

3 217. Within the first six months after purchase, Plaintiff's transmission  
4 was shuddering, jerking, and hesitating to accelerate.

5 218. On or about June 29, 2015, with approximately 9,214 miles on the  
6 odometer, Plaintiff brought his vehicle to Mullinax Ford complaining that the  
7 vehicle was jerking, lurching, and shuddering during normal operation and  
8 would often fail to accelerate from complete stops. The service technician  
9 performed a multi-point inspection and reprogrammed Plaintiff's vehicle's  
10 Transmission Control Module and Powertrain Control Module. Plaintiff  
11 continued to experience the same problems.

12 219. Additionally, on or about August 14, 2015, with approximately  
13 11,402 miles on the odometer, Plaintiff brought his vehicle to Mullinax Ford  
14 complaining that Plaintiff's transmission was jerking and failing to accelerate  
15 from stops. Additionally, Plaintiff complained that his vehicle would lurch  
16 forward and nearly hit pedestrians. The service technician performed a multi-  
17 point inspection, and was able to verify Plaintiff's concerns. He reprogrammed  
18 the vehicle's Transmission Control Module and Powertrain Control Module.

19 220. Plaintiff's vehicle continues to exhibit all of the problems he had  
20 previously complained about to authorized Ford dealer.

21 221. Ford's authorized dealership has failed to adequately repair  
22 Plaintiff's vehicle. Despite these repair attempts by Ford and its dealers,  
23 Plaintiff's transmission continues to shift erratically, and cause bucking, kicking,  
24 jerking, harsh engagement, delayed acceleration, lurching, erratic shifting, and a  
25 delay in downshifts.

26 222. At all times, Plaintiff, like all Class Members, has driven his vehicle  
27 in a foreseeable manner and in the manner in which it was intended to be used.  
28

1 **Defendant**

2 223. Defendant Ford Motor Company is a corporation organized and in  
3 existence under the laws of the State of Delaware and registered with the  
4 California Department of Corporations to conduct business in California. Ford  
5 Motor Company's Corporate Headquarters is located at 1 American Road,  
6 Dearborn, Michigan 48126. Ford Motor Company designs and manufactures  
7 motor vehicles, parts, and other products for sale in the United States and  
8 throughout the world. Ford Motor Company is the warrantor and distributor of  
9 the Class Vehicles in Arizona, California, Colorado, New Jersey, New York,  
10 Oregon, Pennsylvania and Washington.

11 224. At all relevant times, Defendant was and is engaged in the business  
12 of designing, manufacturing, constructing, assembling, marketing, distributing,  
13 and/or selling automobiles and motor vehicle components in California and  
14 throughout the United States.

15 **JURISDICTION AND VENUE**

16 225. This class action is brought pursuant to Rule 23 of the Federal Rules  
17 of Civil Procedure. This Court has original jurisdiction over this action pursuant  
18 to 28 U.S.C. § 1332(d)(2) and based on 28 U.S.C. §§ 1441 and 1453.

19 226. Venue properly lies in the United States District Court for the  
20 Central District of California pursuant to 28 U.S.C. §§ 84(a), 1391(a) and (c) and  
21 1441(a). In addition, under 28 U.S.C. § 1367, this Court may exercise  
22 supplemental jurisdiction over the state law claims because all of the claims are  
23 derived from a common nucleus of operative facts and are such that plaintiffs  
24 would ordinarily expect to try them in one judicial proceeding.,

25 227. In addition, Plaintiff Cusick resides in the County of Los Angeles  
26 California, within the Central District of California, and the acts, omissions, and  
27 one of the two contractual performances alleged herein took place in the County  
28 of Los Angeles, California. Plaintiff Cusick's Declaration, as required under

1 Cal. Civ. Code section 1780(d), which reflects that a substantial part of property  
2 that is the subject of this action is situated in Los Angeles County, and that  
3 Defendant is doing business in Los Angeles County, California, is attached as  
4 Exhibit 1.

5 **FACTUAL ALLEGATIONS**

6 228. Since 2010, Ford has designed, manufactured, distributed, sold, and  
7 leased the Class Vehicles. Ford has sold, directly or indirectly, through dealers  
8 and other retail outlets, hundreds of thousands of Class Vehicles equipped with  
9 the PowerShift Transmission in California.

10 229. Ford's PowerShift Transmission, while occasionally referred to as  
11 an "automatic," is actually a set of computerized manual transmissions. It lacks  
12 a torque converter, instead using two "dry" clutches to directly connect and  
13 disconnect the engine to and from the transmission. Whereas other "automated  
14 manual" transmissions on the market use "wet" clutches bathed in oil, Ford's  
15 PowerShift Transmission clutches lack the oil pumps and other components of a  
16 wet clutch system, and instead operate "dry."

17 230. The PowerShift Transmission is offered as the sole "automatic"  
18 option for both the Ford Fiesta and Ford Focus and is priced at \$1,095.00. The  
19 PowerShift Transmissions for both vehicles have the same design and  
20 components.

21 231. On information and belief, Ford designed the Class Vehicles'  
22 computerized "automated manual" transmissions in an effort to meet heightened  
23 governmental and consumer expectations for fuel economy, performance, and  
24 efficiency. Theoretically, such a transmission should have the convenience of an  
25 automatic transmission without sacrificing the fuel efficiency and shift speed of a  
26 manually-shifted vehicle. In practice, however, Ford's PowerShift Transmission  
27 has been plagued by numerous problems and safety hazards, rendering the  
28 vehicle virtually inoperable.



1           232. Dating back to at least 2010, Ford was aware of the defects of the  
2 PowerShift Transmission. Ford, however, failed and refused to disclose these  
3 known defects to consumers. As a result of this failure, Plaintiffs and Class  
4 Members have been damaged.

5           **The Transmission Defect Poses an Unreasonable Safety Hazard**

6           233. The Transmission Defect causes unsafe conditions in the Class  
7 Vehicles, including but not limited to vehicles suddenly lurching forward, sudden  
8 loss of forward propulsion, and significant delays in acceleration. These  
9 conditions present a safety hazard because they severely affect the driver's  
10 ability to control the vehicle's speed, acceleration, and deceleration. Even more  
11 troubling, the Transmission Defect can cause the vehicle to fail to downshift and  
12 decelerate when the brakes are depressed. As a result, Plaintiffs and Class  
13 Members have experienced their cars lurching forward into intersections at red  
14 lights due to the failure of their braking efforts to stop the car.

15           234. Hundreds, if not thousands, of purchasers and lessees of the Class  
16 Vehicles have experienced problems with the transmission. Complaints that  
17 owners and lessees filed with the NHTSA demonstrate that the defect is  
18 widespread and dangerous and that it manifests without warning. The  
19 complaints also indicate Defendant's awareness of the problems with the  
20 transmission and how potentially dangerous the defective condition is for  
21 consumers. The following is just a small sampling of the over 500 safety-related  
22 complaints describing the Transmission Defect (spelling and grammar mistakes  
23 remain as found in the original) (Safecar.gov, *Search for Complaints* (February  
24 3, 2014), <http://www-odi.nhtsa.dot.gov/complaints/>):

25           **2011 Ford Fiesta NHTSA Complaints:**

- 26           a. (2011 Ford Fiesta 9/25/2014) I BOUGHT THIS CAR IN JUNE  
27           2011. RIGHT FROM THE BEGINNING IT HAS HAD A  
28           TRANSMISSION PROBLEM. THE CAR SHUDDERS WHEN  
              TRYING TO ACCELERATE. SOMETIMES IT'S LIGHT  
              SHUDDERING AND SOMETIMES IT'S VERY ROUGH

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28

WHERE THE WHOLE CAR IS JERKING. THERE HAVE BEEN SEVERAL INCIDENCES WHERE I WAS TURNING LEFT AND THOUGHT I HAD PLENTY OF TIME BUT THE CAR DECIDES TO SHUDDER AND I HAVE ALMOST BEEN HIT BY ANOTHER CAR. MY HUSBAND HAD A SUPER CLOSE CALL. SAME THING TURNING LEFT AND THE CAR WAS SHUDDERING SO BAD IT JUST WOULDN'T GO AND HE WAS ALMOST HIT BY A TRUCK. WE HAVE TAKEN THE CAR IN SEVERAL TIMES TO BE FIXED AND EACH TIME IT'S FIXED FOR A SHORT AMOUNT OF TIME BUT EVENTUALLY THE SHUDDERING COMES RIGHT BACK. I'VE BEEN TOLD ALL THE FIESTAS HAVE THIS PROBLEM AND EVEN IF THEY PUT A NEW TRANSMISSION IN THIS PROBLEM WILL HAPPEN BECAUSE OF THE WAY THE TRANSMISSIONS BEEN BUILT. I FEAR IT'S ONLY A MATTER OF TIME BEFORE SOMEONE IS SEVERELY HURT OR KILLED FROM THIS PROBLEM. I FEEL LIKE FORD NEEDS TO STEP UP AND FIX THIS PROBLEM BEFORE IT'S TOO LATE.

b. (2011 Ford Fiesta 08/04/2014) I OWN A 2011 FORD FIESTA. THE CAR HAS LEFT ME STRANDED ON THE SIDE OF THE ROAD 4 TIMES. 3 OUT OF THE 4 TIMES I BROKE DOWN I WAS RIGHT IN THE MIDDLE OF RUSH HOUR TRAFFIC IN NEW ORLEANS! NOT GOOD! I COULD HAVE BEEN KILLED, OR KILLED SOMEONE ELSE. TWICE I'VE HAD TO WAIT ON THE SIDE OF THE INTERSTATE FOR 2.5 HOURS WAITING FOR A TOW TRUCK WHEN I WAS SUPPOSED TO PICK UP MY 11 YEAR OLD FROM CAMP. I'VE MISSED WORK, MY SON HAS BEEN STRANDED, AND I JUST DO NOT FEEL SAFE IN THIS CAR. IT'S BEEN IN THE SHOP 4 TIMES NOW AND THEY'VE WORKED ON IT 3 TIMES. THE FIRST TIME IT BROKE DOWN I BROUGHT IT TO FORD AND THEY KEPT IT FOR ONE DAY BUT THEY DIDN'T GET TO WORK ON IT BECAUSE I WAS HAVING PROBLEMS WITH MY EXTENDED WARRANTED, WHICH IS THROUGH NISSAN. THE 2ND TIME I WAS TOLD THE CLUTCH WENT OUT IN THE DUAL TRANSMISSION DUE TO TRANSMISSION FLUID LEAKING ON A COMPONENT IN THE CAR. THEY TOOK MY TRANSMISSION OUT, REPLACED THE CLUTCH, ACCIDENTALLY BUSTED OUT MY WINDSHIELD IN THE PROCESS, THEN GAVE THE CAR BACK. NOT TOO LONG AFTER I GOT IT BACK, IT BROKE DOWN AGAIN. THEY SAID IT WAS THE COMPUTER THAT OPERATES THE TRANSMISSION. THEY DID UPDATES ON THE COMPUTER AND GAVE IT BACK TO ME. THE VERY NEXT DAY IT BROKE DOWN AGAIN AND IS NOW SITTING BACK AT FORD IN SLIDELL. AT THIS POINT I DON'T EVEN THINK THEY KNOW WHAT TO DO WITH IT. I THEN FILE A COMPLAINT WITH FORD AND THEY SAY THERE'S NOTHING THEY CAN DO? SO I'M JUST STUCK WITH THIS BROKEN CAR FROM FORD THAT IS ONLY A FEW YEARS OLD? MY SON WAS WITH ME ONE OF THE TIMES THAT I BROKE DOWN - THE POOR THING WAS

1 SCARED HALF TO DEATH! I CAN'T KEEP MISSING WORK  
2 - WHAT AM I SUPPOSED TO DO? ALL I SEE ONLINE IS  
3 PEOPLE WITH LAWSUITS AGAINST FORD BECAUSE OF  
4 THE TRANSMISSION IN THESE THINGS... WHY ISN'T  
5 THIS A RECALL YET? IT IS DEFINITELY DANGEROUS!

6 c. (2011 Ford Fiesta 06/24/2014) MY 2011 FORD FIESTA  
7 TRANSMISSION HAS BEEN AN ISSUE FOR AWHILE NOW.  
8 I HAVE HAD THEM RESET THE SYSTEM AND ALSO  
9 REPLACE THE CLUTCH. HOWEVER, MY CAR STILL HAS  
10 ISSUES THE TRANSMISSION STICKS AND DOES NOT  
11 ALWAYS ACCELERATE WHEN I PRESS ON THE GUESS.  
12 YOU CAN HEAR AND FEEL THE ENGINE STICK AND  
13 SHUTTER. THE CAR IS MORE AND MORE FAILING TO  
14 ACCELERATE WHICH HAS CAUSED TO ME TO ALMOST  
15 GET INTO SEVERAL ACCIDENTS. THE SOLUTION I WAS  
16 TOLD BY FORD WAS THAT THERE IS NO TRUE FIX AND  
17 IT IS JUST SOMETHING THEY CAN NOT FIX. MY CAR IS  
18 BRAND NEW AND STILL UNDER WARRANTY. THAT  
19 TYPE OF ANSWER IS NOT ACCEPTABLE, ESPECIALLY  
20 WHEN I HAVE ALMOST BEEN IN SEVERAL ACCIDENTS  
21 BECAUSE OF MY CAR MALFUNCTIONING. I WANT THIS  
22 ISSUE RESOLVED FOR GOOD, I AM EXTREMELY  
23 CONCERNED FOR MY SAFETY IN MY CAR AND FEAR OF  
24 GETTING IN AN ACCIDENT OR SERIOUSLY INJURED  
25 DUE TO THIS ISSUE. \*TR

26 d. (2011 Ford Fiesta 04/18/2014) I HAD A 2011 FORD FIESTA, I  
27 HAVE BEEN EXPERIENCING A JERKING/LUNGING  
28 MOTION WHEN THE TRANSMISSION DOWNSHIFTS  
FROM TIME TO TIME. I HAVE ALMOST BEEN IN AN  
ACCIDENT TWICE BECAUSE OF THIS WITH MY 8 YEAR  
OLD DAUGHTER AND GIRL SCOUTS IN THE CAR. I TOOK  
THE VEHICLE IN FOR SERVICE AND HAVE INFORMED  
THEIR SERVICE DEPT./MECHANIC OF THE ISSUE. THEY  
ASSURED ME THAT NOTHING WAS WRONG AND THE  
VEHICLES COMPUTER IS ADJUSTING TO HOW I DRIVE  
THE CAR AND THAT IS WHY IT IS DOING THIS. THEY  
REPLACED THE CLUTCH AND REPROGRAMMED MY  
CAR OVER FOUR TIMES? I HAVE DONE A LITTLE  
RESEARCH AND FOUND THIS WEBSITES AFTER  
WEBSITE WITH PEOPLE WITH OTHER COMPLAINTS  
SIMILAR TO MINE. I CALLED FORD MOTOR COMPANY  
AND FILED A FORMAL COMPLAINT. IT TOOK A WEEK  
FOR SOMEONE TO CALL BE BACK AND I WAS TOLD THE  
CAR WAS FINE. I TRIED TO CALL BACK, BUT YOU ONLY  
GET TO THE CALL CENTER AND NO FURTHER. I WAS  
REFUSED TO BE TRANSFERRED TO A MANAGER AND  
WAS TOLD THAT WAS THAT?S THE WAY THE CAR WAS  
DESIGNED TO DRIVE. I WAS OFFERED A DISCOUNT THE  
X PLAN TO TRADE IN MY CAR FOR ANOTHER BUT THAT  
WOULD NOT HELP. WHEN DEALING WITH THE  
DEALERSHIP THE SERVICE MANAGER SAID I AM  
SORRY I CAN'T HELP YOU ANYMORE. WE GET AT  
LEAST 6 CALLS A DAY ABOUT THE SAME PROBLEM

1 BUT UNTIL FORD DOES SOMETHING THERE IS NOTHING  
2 WE CAN DO. I WORK WITH THREE OTHER WOMEN  
3 THAT ALSO HAVE HAD THE SAME PROBLEM WITH  
THEIR CARS. TWO OF US HAD TO TRADE OUR CARS  
BECAUSE WE FELT SO UN-SAFE IN THE CARS. \*TR

4 e. (2011 Ford Fiesta 01/16/2013) NUMEROUS OCCASIONS  
5 WHILE ACCELERATING AND DECELERATING THE 2011  
6 FORD FIESTA STARTED TO STALL, JERK AND BUCK  
7 LIKE A BRONCO. IT SEEMED AS THOUGH IT WAS NOT  
8 GETTING POWER TO THE TRANSMISSION OR DRIVE  
9 TRAIN MOMENTARILY. THIS HAS BEEN AN ONGOING  
10 OFF AND ON FOR ABOUT A YEAR. WE RECENTLY TOOK  
11 IT TO THE SUNRISE FORD DEALERSHIP, FORT PIERCE,  
12 FL, AND THE SERVICE REP CLAIMS THEY COULD NOT  
13 FIND ANYTHING MECHANICALLY WRONG. THIS  
14 VEHICLE IS USED TO TRANSPORT YOUNG CHILDREN  
AND ADULTS. I EXPECT THE FORD MANUFACTURER TO  
EITHER REMEDY THE ISSUE OR BUY THE VEHICLE  
BACK FOR WHAT WE PAID FOR IT!!! IT COULD CAUSE  
AN ACCIDENT BECAUSE WHEN IT BUCKS IT ALSO  
SLOWS DOWN IN 45-50MPH TRAFFIC, AND THE TRAFFIC  
IS BUMPER TO BUMPER AT TIMES AND WE COULD GET  
REAR ENDED!!! SOMETHING NEEDS TO BE DONE  
IMMEDIATELY. SHOULD I ALSO FIND AN ATTORNEY  
THAT WILL REPRESENT US SHOULD FORD MOTOR BE  
LIABLE??? \*TR

15 f. (2011 Ford Fiesta 10/31/2012) TL\* THE CONTACT OWNS A  
16 2011 FORD FIESTA. THE CONTACT STATED THAT WHILE  
17 TRAVELING 3 MPH THE VEHICLE ERRONEOUSLY  
18 ACCELERATED CAUSING ANOTHER VEHICLE TO CRASH  
19 INTO THE VEHICLE. THE DRIVER AND PASSENGER OF  
20 THE CONTACT'S VEHICLE SUFFERED WHIPLASH. THE  
21 VEHICLE WAS ABLE TO BE DRIVEN AWAY FROM THE  
22 SCENE. THE VEHICLE WAS TAKEN TO AN  
INDEPENDENT MECHANIC WHERE IT WAS FOUND THAT  
THE TRANSMISSION HAD FAILED. THE VEHICLE WAS  
NOT REPAIRED. THE MANUFACTURER WAS  
CONTACTED ABOUT THE ISSUE. THE FAILURE  
MILEAGE WAS UNAVAILABLE AND THE CURRENT  
MILEAGE WAS 42,000.

23 g. (2011 Ford Fiesta 03/21/2011) TRANSMISSION  
24 UNEXPECTEDLY CHANGING GEARS OR SELECTING  
25 INCORRECT GEAR. SUDDEN LOSS OF POWER DUE TO  
26 TRANSMISSION REMAINING IN TOO HIGH A GEAR FOR  
27 ENGINE RPM'S. LAPSE IN GEAR SELECTION CAUSES  
28 ERRATIC AND DANGEROUS ACCELERATION.  
DANGEROUS GEAR CHANGES CAUSE CAR TO BOTH  
SURGE AND STALL - DEPENDING UPON ENGINE RPM'S  
NOT CORRESPONDING TO CORRECT TRANSMISSION  
GEAR. \*TR

1                   **2012 Ford Fiesta NHTSA Complaints:**

2           a.       (2012 Ford Fiesta 10/09/2014) THE CAR MAKES GRINDING  
3                   NOISES FROM TRANSMISSION AND WHEN PULLING  
4                   OUT OF A PARKING LOT THE CAR STALLS I ALMOST  
5                   GET HIT BY ANOTHER CAR. WHEN IN STOP AND GO  
6                   TRAFFIC THE AT LUNGES FORWARD ALMOST HITTING  
7                   ANOTHER CAR. AS OF TODAY CAR HAS BEEN IN SHOP 3  
8                   TIMES ON THIRD TIME THEY FIXED THE CLUTCH IT DID  
9                   FONRLE FOR A FEW MONTHS NOW ITS DOING IT AGAIN  
10                  AND THEY ARE CLAIMING ITS NORMAL. I'M AFRAID  
11                  FOR MY SAFETY

12           b.       (2012 Ford Fiesta 08/21/2014) THIS IS AN ON-GOING ISSUE  
13                   WITH THIS CAR. WHILE DRIVING AT LOWER SPEEDS OR  
14                   WHILE TRYING TO ACCELERATE WHILE MERGING  
15                   ONTO A HIGHWAY OR AT A TRAFFIC STOP THE CAR  
16                   WILL SHUDDER, PAUSE, JERK FORWARD OR PAUSE.  
17                   THERE HAVE BEEN SEVERAL INCIDENTS WHERE I  
18                   HAVE NEARLY BEEN IN A COLLISION BECAUSE OF THIS  
19                   CLUTCH PROBLEM. THE JERK REACTION OF THE  
20                   ACCELERATOR HAS CAUSED THE MOST CLOSE CALLS,  
21                   AS IT CAN HAPPEN WHILE DECELERATING AS WELL. I  
22                   HAVE BROUGHT THIS ISSUE TO MY LOCAL DEALER'S  
23                   ATTENTION AND HAVE HAD IT IN THE SHOP FOR A  
24                   TOTAL OF 3 WEEKS OR MORE WITHIN A 6 WEEK PERIOD  
25                   RECENTLY. BOTH TIMES I WAS TOLD THE CLUTCH  
26                   SYSTEM WAS RESET AND HAD TO RE-ADAPT TO MY  
27                   DRIVING, ONLY TO HAVE THE PROBLEM START AGAIN  
28                   WITHIN A DAY OR TWO UNEXPECTEDLY. I HAVE TO  
                    BRING MY CAR IN YET AGAIN FOR THIS SAME ISSUE.

17           c.       (2012 Ford Fiesta 12/07/2013) THE VEHICLE HAS SERIOUS  
18                   TRANSMISSION ISSUES. IN LOW GEARS IT OFTEN  
19                   LURCHES, SHAKES, AND STALL OUT AS IF IT'S GOING  
20                   TO DROP THE GEAR. THERE IS A LOUD  
21                   GRINDING/RATTLING SOUND WHEN THE CAR SHIFTS.  
22                   IT FEELS VERY UNSAFE DRIVING IN STOP AND GO  
23                   TRAFFIC OR IN CITY CONDITIONS. THE ISSUES WITH  
24                   THE LURCHING GEARS AND DROPPED GEARS ALSO  
25                   MAKE IT VERY DIFFICULT TO ACCELERATE QUICKLY.  
26                   THIS MAKES MERGING ONTO A HIGHWAY UNSAFE. \*TR

23           d.       (2012 Ford Fiesta 08/29/2013) THE TRANSMISSION IN MY  
24                   2012 FORD FIESTA SEEMS FAULTY. WHEN DRIVING THE  
25                   CAR I DO NOT FEEL SAFE AND AT TIMES FEEL LIKE THE  
26                   CAR "HAS A MIND OF ITS OWN". THERE ARE TIMES  
27                   WHEN I TRY TO SLOW DOWN WHEN COMING TO A STOP  
28                   LIGHT, ETC. AND THE CAR SURGES FORWARD AS THE  
                    RPM DIAL SPIKES. THERE ARE OTHER TIMES WHEN  
                    TRYING TO CHANGE LANES OR PULL OUT OF THE  
                    STREET AND I NEED TO ACCELERATE QUICKLY THE  
                    CAR WILL NOT ACCELERATE AS I SHOULD, PUTTING  
                    ME IN THE PATH OF AN ONCOMING CAR. WHILE GOING  
                    A CONSISTENT SPEED ON A STRAIGHT ROAD THE CAR

1 WILL JERK, AS IF I'M ADJUSTING A MANUAL  
2 TRANSMISSION. I'VE BROUGHT THE CAR TO FORD AND  
3 WAS TOLD THIS WAS "NORMAL" FOR THE CAR. IT  
4 SEEMS THAT MYSELF AND OTHERS ARE HAVING THIS  
5 ISSUE AND HOW IT HAS NOT BEEN DEEMED A SAFETY  
6 ISSUE WITH REPERCUSSION OF A RECALL IS BEYOND  
7 ME.

8  
9  
10  
11  
12  
13  
14 **2013 Ford Fiesta NHTSA Complaints:**

15 a. (2013 Ford Fiesta 11/12/2014) THE CAR IS UNSAFE!!! ITS  
16 JERKS, SHAKES, ROLLS BACK, ACCELERATES ON ITS  
17 OWN AND THE TRANSMISSION MAKES WEIRD SOUNDS.  
18 A FEW DAYS AGO I TOOK IT IN BECAUSE IT WOULDN'T  
19 MOVE. THAT WAS THE SECOND TIME I HAD TAKEN IT  
20 IN FOR THAT ISSUE. I PICKED THE CAR UP MONDAY  
21 NIGHT AND TUESDAY IT WAS BACK IN THE SHOP. THE  
22 CAR STALLED IN MID TURN, ALMOST CAUSING ME TO  
23 GET INTO AN ACCIDENT. I AM NOW AFRAID TO DRIVE  
24 MY CAR. FORD KNOWS THE VEHICLE NEEDS TO BE  
25 RECALLED. INSTEAD OF DOING SO, THEY EXTEND THE  
26 WARRANTY IN A EFFORT TO MAKE CUSTOMERS  
27 HAPPY. IN THE MEANTIME THE PROBLEM ISN'T BEING  
28 SOLVED. THEY ARE WASTING COUNTLESS MANHOURS  
ON A SITUATION THAT ISN'T GOING AWAY.

15 b. (2013 Ford Fiesta 09/18/2014) THE AUTOMATIC  
16 TRANSMISSION CAUSES PROBLEMS, AND FORD HAS  
17 WORKED ON IT MANY TIMES BUT HASN'T FIXED  
18 IT.THEY REPLACE THE 'CLUTCH' IN THE A/T AND  
19 REPROGRAM THE A/T, BUT THE PROBLEM REMAINS.  
20 THE TRANSMISSION/CLUTCH SLIPS; CAUSING THE CAR  
21 TO BRIEFLY LOSE POWER, THEN THE CAR LURCHES  
22 FORWARD WHEN THE A/T GRABS 3-4 SECONDS LATER.  
23 THE DANGER IS TWO-FOLD. A) WHEN YOU ARE  
24 STOPPED - FOR EXAMPLE - AT A 4-WAY STOP SIGN. YOU  
25 START TO GO, THE CAR LOOSES POWER AND SLOWS  
26 DOWN; SOMEONE ELSE THINKS YOU ARE YIELDING TO  
27 THEM AND THEY GO - MEANWHILE, THE FIESTA'S A/T  
28 GRABS AND SUDDENLY LURCHES FORWARD. THIS HAS  
CAUSED A NEAR CRASH SEVERAL TIMES. B) WHEN  
YOU ARE AT A STOP SIGN OR STOP LIGHT WITH A CAR  
BEHIND YOU. WHEN SAFE, YOU START TO MOVE  
FORWARD, THE CAR LOSES POWER AND SLOWS, AND  
THE CAR BEHIND YOU ENDS UP SLAMMING ON ITS  
BRAKES TO AVOID HITTING YOU. THIS HAS LED TO  
SOME NEAR MISSES. THE CAR IS UNSAFE. THANK YOU.

15 c. (2013 Ford Fiesta 09/01/2014) I JUST BOUGHT A USED 2013  
16 FORD FIESTA WITH ABOUT 43-44,000 MILES ON IT. I  
17 DROVE THE CAR OFF THE AUTHORIZED DEALER'S LOT  
18 ON YESTERDAY 8/31/2014. THE FIRST THING THAT I  
19 NOTICED WAS, AS I ENTERED THE HIGHWAY, THE CAR  
20 HAD TROUBLE GETTING UP TO SPEED WITH THE FLOW  
21 OF TRAFFIC. LATER ON THE SAME DAY PULLING OUT

1 OF AN ESTABLISHMENT TO ENTER THE MAIN ROAD I  
2 PRESSED THE ACCELERATOR AND THE CAR JERKED  
3 AND ACTED LIKE IT WAS GOING TO STALL OUT. THEN  
4 IT LUNGED FORWARD INTO THE STREET! HAD THERE  
5 BEEN ONCOMING TRAFFIC, THIS COULD HAVE CAUSED  
6 AN ACCIDENT WITH ME AND MY FAMILY IN THE CAR!  
7 THE CAR HESITATES TO SHIFT GEARS CORRECTLY. THE  
8 RPM HAND REVS UP REAL HIGH ON A LIGHT PUSH ON  
9 THE GAS PEDAL AND DOESN'T COME DOWN  
10 EFFICIENTLY SO THE CAR JERKS WHEN IF FINALLY  
11 "CATCHES". I'VE HAD THIS CAR FOR ONE DAY! THIS IS  
12 A DANGER AND SOMETHING NEEDS TO BE DONE!

13 d. (2013 Ford Fiesta 06/28/2014) MY 2013 FORD FIESTA SE  
14 HATCHBACK HAS ACCELERATION ISSUES I BELIEVE  
15 WILL CAUSE ME TO BE IN AN ACCIDENT. WHILE  
16 ACCELERATING INTO TRAFFIC THE VEHICLE CAN  
17 DOWN SHIFT OR "BOG DOWN", CAUSING ME TO LOSE  
18 ACCELERATION AND NEARLY CAUSING COLLISIONS.  
19 HAD IT NOT BEEN FOR THE DEFENSIVE DRIVING OF  
20 THE OTHER DRIVERS I DEFINITELY WOULD HAVE BEEN  
21 IN AN ACCIDENT

22 e. (2013 Ford Fiesta 04/27/2014) I WAS STOPPED AT AN  
23 INTERSECTION WAITING ON TRAFFIC. FINALLY GOT A  
24 SMALL GAP AND HIT THE ACCELERATOR TO PROCEED  
25 INTO THE MIDDLE OF THE INTERSECTION, IT  
26 CLATTERED, THEN HESITATED AND WOULD NOT GO.  
27 AFTER ABOUT 3 SECONDS, WHICH FELT LIKE ETERNITY  
28 WHEN YOU CARS COMING TOWARDS YOU ON BOTH  
SIDES, IT FINALLY WENT. NO ACCIDENT, BUT WAY TOO  
CLOSE FOR MY COMFORT. I'VE HAD THIS CAR AT THE  
DEALERSHIP FOUR DIFFERENT TIMES FOR THIS SAME  
PROBLEM. THEY HAVE REPROGRAMMED THE  
TRANSMISSION EVERY TIME BUT IT STILL DOES THE  
SAME THING. ABOUT FOUR WEEKS AGO I WAS ON THE  
HIGHWAY AND THE CAR LOST COMPLETE POWER,  
ACTED AS IF IT WERE IN NEUTRAL. I HAVE FILED A  
COMPLAINT WITH FORD BUT THEY SAY IT IS WITHIN  
THEIR TOLERANCE. I BOUGHT THIS CAR FOR MY  
DAUGHTER BUT I AM AFRAID TO LET HER DRIVE  
WITHOUT ME. WHEN I FINALLY HAVE TO GIVE THIS  
CAR TO MY SIXTEEN YEAR OLD DAUGHTER, AND SHE  
LOSES HER LIFE BECAUSE OF THIS TRANSMISSION, IS  
WILL NOT BE TOLERABLE. \*TR

24 f. (2013 Ford Fiesta 03/27/2014) I PURCHASED MY 2013  
25 FIESTA NEW OFF THE CAR LOT. IT WAS THE BIGGEST  
26 MISTAKE EVER. IT HAS BEEN IN THE REPAIR SHOP  
27 TWICE FOR CLUTCH REPLACEMENTS. I WAS IN AN  
28 ACCIDENT THE LAST TIME BECAUSE IT HESITATED  
AND THEN TOOK OFF AND RAN IN TO THE CAR IN  
FRONT OF ME. FORD DIDN'T CARE ABOUT THE  
ACCIDENT. I HAD TO ARGUE WITH THEM TO GET A CAR  
TO DRIVE WHILE THEY FIXED MY CAR YET AGAIN. IT

1 HAS AGAIN STARTED HESITATING AND THEN  
2 EXCELLING QUICKLY AND I DON'T KNOW WHAT TO DO  
3 ANYMORE. I BOUGHT A NEW CAR FOR RELIABILITY  
AND THIS IS FAR FROM RELIABLE. IT IS VERY VERY  
LOUD ALSO. \*TR

4 g. (2013 Ford Fiesta 12/18/2013) TWO PROBLEMS: 1) WHEN  
5 TRYING TO ACCELERATE GENTLY FROM A STOP (AS IN  
6 A 4-WAY STOP SITUATION) THE VEHICLE ENGAGES  
7 VIOLENTLY AND SURGES FORWARD. I HAVE TO REACT  
8 QUICKLY IN THIS SITUATION AND SLAM ON THE  
9 BRAKES TO AVOID HITTING THE CAR IN FRONT OF ME.  
10 2) WHEN TRYING TO ACCELERATE TO MERGE INTO  
TRAFFIC, THE CAR REVS (TRANSMISSION MAKES A LOT  
OF NOISE) BUT DOES NOT ACCELERATE. I HAVE HAD  
DANGEROUS SITUATIONS WHEN I COULD NOT  
ACCELERATE AND CARS WERE COMING UP ON ME  
QUICKLY. \*TR

11 h. (2013 Ford Fiesta 11/16/2013) FROM A STOP SIGN MAKING  
12 A RIGHT TURN ONTO A HIGHWAY MY 2013 FORD  
13 FIESTA NOW DECIDES TO MAKE LOUD GRINDING  
14 NOISES FROM THE 6 SPEED AUTO TRANSMISSION  
15 WHEN ACCELERATE TO NORMAL HIGHWAY SPEED  
16 HESITATES AND ALMOST WAS REAR ENDED FROM THE  
17 VEHICLE BEHIND ME HAD TO QUICKLY PULL TO THE  
RIGHT OF THE ROAD BEFORE MERGING BACK ON THE  
HIGHWAY . HAVE TAKEN TO THE DEALER THREE  
TIMES FOR UNUSUAL TRANSMISSION SLIPPAGE, AND  
NOISES WAITING ON A BACK ORDER DUAL CLUTCH KIT  
PART ,1700 HUNDRED ON BACK ORDER WAS TOLD MAY  
TAKE UP TO 6 MONTHS FOR THIS PART TO ARRIVE. \*TR

18 i. (2013 Ford Fiesta 10/09/2013) WHILE PULLING OUT OF A  
19 GAS STATION PARKING LOT INTO TRAFFIC THE  
20 TRANSMISSION SPATTERED AND PAUSED FOR ABOUT 2  
21 SECONDS ALMOST CAUSING THE ON COMING TRAFFIC  
TO HIT MY CAR. THERE WAS ALMOST NO ROOM FOR  
THE ON COMING CAR TO GO AROUND ME. NEAR MISS  
FROM BEING HIT ON THE DRIVERS DOOR FROM THE  
FRONT OF THE ON COMING CAR. \*TR

22 j. (2013 Ford Fiesta 09/21/2013) AT A GREEN LIGHT ABOUT  
23 TO TURN LEFT I STARTED MY TURN. M Y  
24 TRANSMISSION PAUSE BEFORE MAKING THE TURN.  
25 THE ON COMING CAR HAD TO SWERVE TO MISS ME  
AND ALMOST CRASHED INTO ANOTHER CAR. SINCE  
THERE WAS NO CONTACT ALL CARS CONTINUED WITH  
OUT STOPPING.

26 k. (2013 Ford Fiesta 07/28/2013) I ALMOST DIED IN THIS CAR  
27 TODAY. I RENTED IT FOR MY TRIP IN MAUI. IT WAS  
28 PRACTICALLY NEW WITH ONLY 10,000 MILES ON IT, SO  
THERE SHOULD NOT HAVE BEEN ANYTHING WRONG,  
EVEN IF THE PEOPLE THAT RENTED IT BEFORE ME



1 DROVE IT HORRIBLY. TODAY I DROVE IT INTO THE  
 2 HILLS (UPCOUNTRY MAUI). I WAS ON A ROAD WITH A  
 3 CLIFF ON THE LEFT SIDE AND A DRIVEWAY ON THE  
 4 RIGHT. I PULLED INTO THE DRIVEWAY, WHICH WAS A  
 5 HILL GOING UP, AND EVERYTHING WAS INITIALLY  
 6 FINE, THE CAR WAS GOING UP THE HILL JUST FINE,  
 7 BUT A LITTLE OVER HALFWAY UP THE HILL THE CAR  
 8 STOPPED ACCELERATING/MOVING. I WAS PRESSING  
 9 THE GAS PEDAL TO THE FLOOR BUT IT HAD NO RPMS  
 10 AND THE CAR BEGAN ROLLING BACKWARDS.  
 11 SUDDENLY, THE TRANSMISSION (?) KICKED IN AND  
 12 THE CAR LURCHED FORWARD AT 20MPH.  
 13 THANKFULLY I WAS ABLE TO CONTROL IT AND MAKE  
 14 IT TO THE TOP OF THE HILL, WHERE THERE WAS A  
 15 PARKING LOT. HAD THE TRANSMISSION NOT KICKED  
 16 IN AT THAT SECOND, THE CAR WOULD HAVE ROLLED  
 17 ALL THE WAY BACK DOWN THE DRIVEWAY AND OFF  
 18 THE CLIFF. THERE IS ABSOLUTELY NO WAY THAT I  
 19 WAS PRESSING THE BRAKE PEDAL OR NOT PRESSING  
 20 THE GAS. I WAS GOING UP A HILL AND OBVIOUSLY  
 21 DIDN'T WANT TO ROLL BACK, SO OF COURSE I WOULD  
 22 HAVE MY FOOT PRESSED DOWN ON THE  
 23 ACCELERATOR. THIS IS FURTHER EXHIBITED BY THE  
 24 FACT THAT THE CAR SUDDENLY LURCHED FORWARD  
 25 AFTER A FEW SECONDS OF NOT MOVING, SO I  
 26 DEFINITELY HAD MY FOOT ON THE ACCELERATOR THE  
 27 WHOLE TIME. I HAVE READ ONLINE HUNDREDS OF  
 28 PEOPLE THAT HAVE ISSUES WITH THE CAR NOT  
 ACCELERATING/MOVING WHILE PRESSING ON THE  
 GAS, SO THIS IS NOT AN ISOLATED ISSUE. WHAT IF  
 THIS HAPPENS TO SOMEONE ELSE WHO IS RIDING IT IN  
 THE HILLS OR MOUNTAINS? PLEASE DO SOMETHING  
 ABOUT THIS CAR BEFORE SOMEONE IS SERIOUSLY  
 HURT. \*TR

#### 2014 Ford Fiesta NHTSA Complaints:

- a. (2014 Ford Fiesta 01/15/2015) BOUGHT CAR ON JUNE 1 2014. TRANSMISSION SHUTTERS (SLIPS) FROM 1ST TO 3RD GEAR. TRY TO ACCELERATE AND IT SHUTTERS (SLIPS) FROM GEAR TO GEAR. COULD BE A SAFETY ISSUE AS GOING INTO TRAFFIC OR A LIGHT IT HESITATES WHICH COULD LEAD TO AN ACCIDENT. AFTER READING ARTICLES ON THIS ISSUE WITH THE TRANSMISSION (FIESTA'S & FOCUS'S) THIS SHOULD BE LOOKED INTO AS A SAFETY ISSUE BY THE NHTSA. FORD SEEMS TO NOT KNOW HOW TO FIX CORRECTLY. ADJUST COMPUTER, PUT NEW CLUTCH PADS ON, ETC. SEEMS NO CLEAR FIX TO PROBLEM. I FEEL THIS SHOULD BE CONSIDERED FOR A RECALL.
- b. (2014 Ford Fiesta 12/31/2014) I HAVE BEEN TAKING OFF AFTER STOPPING AND THE TRANSMISSION OR FUEL INJECTION MISSES CAUSING THE VEHICLE TO NOT ENGAGE THE DRIVE TRAIN JUST RIGHT. THE VEHICLE

1 HESITATES, LURCHES, AND SHUTTERS. THE VIBRATION  
2 IS BAD AND I'M WORRIED IF I TAKE OFF FROM A STOP  
3 LIGHT OR SIGN, THE VEHICLE DOES NOT ENGAGE THE  
4 DRIVE TRAIN, I MIGHT BE HIT BY ANOTHER VEHICLE  
5 BECAUSE I CANNOT GET THE VEHICLE OUT OF THE  
6 PATH OF TRAFFIC DUE TO THE HESITATION. THIS IS A  
7 VERY SERIOUS SAFETY ISSUE AND SOMETHING MUST  
8 BE DONE TO CORRECT THE PROBLEM.

9  
10 c. (2014 Ford Fiesta 11/11/2014) A COUPLE MONTHS AFTER  
11 BUYING MY NEW CAR, I NOTICED THE TRANSMISSION  
12 WOULD START TO SHUDDER AND/OR BUCK WHEN  
13 ACCELERATING AFTER A STOP. CONTACTED THE  
14 DEALERSHIP AND HAVE BROUGHT IT IN 3 TIMES WITH  
15 NO ONE AT THE DEALERSHIP BEING ABLE TO  
16 "RECREATE" THE PROBLEM AND THEREFORE THEY  
17 COULDN'T FIX IT. THEY ALSO SAID THAT BECAUSE OF  
18 THE TYPE OF TRANSMISSION, THE PROBLEMS I WAS  
19 DESCRIBING ARE TO BE EXPECTED. HOW COULD A  
20 COMPANY RELEASE A TRANSMISSION THAT IS  
21 "SUPPOSED" TO BUCK AND SHUDDER? PROBLEM HAS  
22 CONTINUED TO GET WORSE AND I HAVE NOW  
23 EXPERIENCED SEVERAL INCIDENTS THAT I FEEL ARE  
24 VERY DANGEROUS. ONE OCCURS WHEN I APPROACH A  
25 STOP AND I AM APPLYING THE BRAKES, THE CAR WILL  
26 REV UP AND ACCELERATE ON ITS OWN, ALMOST  
27 CAUSING ME TO GO INTO TRAFFIC. ANOTHER  
28 INCIDENT IS WHEN I AM AT A YIELD AND DON'T COME  
TO A COMPLETE STOP, THEN ACCELERATE TO MERGE  
WITH TRAFFIC, THE TRANSMISSION  
SKIPS/STUTTERS/SHUDDERS DELAYING MY  
ACCELERATION AND MAKING THE MERGE  
DANGEROUS. THE PROBLEM IS INTERMITTENT, AND  
DOES NOT OCCUR AT EVERY STOP/YIELD. I AM AFRAID  
TO DRIVE MY CAR BECAUSE I NEVER KNOW WHAT OR  
WHEN IT WILL HAPPEN AGAIN.

20 d. (2014 Ford Fiesta 10/26/2014) WHEN WE BOUGHT THE  
21 VEHICLE THEY SAID THERE WOULD BE SOME  
22 ABNORMAL NOISES IN THE TRANSMISSION DURING  
23 BREAK IN (1000 MILES) AND IT SHOULD GO AWAY. THE  
24 NOISES DIDN'T START UNTIL AROUND 4500 MILES. ON  
25 JULY 4, 2014 WE TOOK A 600 MILE ROUND TRIP (MILEAGE  
26 AT THIS TIME IS 7200). AT APPROXIMATELY HALF WAY  
27 THROUGH THIS TRIP WE START SMELLING BURNT OIL.  
28 THE VEHICLE THEN STARTED TO SHUDDER AND SHACK  
WHILE ACCELERATING FROM FIRST TO SECOND AND  
SECOND TO THIRD GEARS AND DIDN'T STOP. TOOK THE  
VEHICLE TO THE DEALER AND THEY REPROGRAMED THE  
SOFTWARE AND SAID SOME SLIPPING IS NORMAL  
OPERATION FOR THIS TRASMISSION. THIS WORKED FOR  
THREE DAYS THEN IT WENT BACK TO SHUDDERING AND  
SHACKING BUT WORSE THAN BEFORE. 2 DAYS LATER WE  
ALMOST GOT HIT WHILE TRYING TO PULL OUT INTO

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TRAFFIC BECAUSE THE TRANSMISSION WOULD NOT SHIFT AND POWER WASN'T THERE.

- e. (2014 Ford Fiesta 08/01/2014) CAR JERKS AND SHAKES VERY HARD AT LOW AND HIGH SPEEDS. TAKES OFF BY ITSELF WITH A FAST JERK AND ROLLS BACKWARDS WHEN AT A COMPLETE STOP. CAR ACTUALLY HAS LOST POWER WHILE TRY TO EXCELLERATE ONTO A MAJOR HIGH WAY.I WAS ALMOST HIT BY A TRACTOR TRAILER DUE TO THIS ISSUE. I'M VERY SCARED TO DRIVE THIS CAR AND VERY MUCH REGRET MY VERY FIRST PURCHASE OF A BRAND NEW CAR.
  
- f. (2014 Ford Fiesta 07/20/2014) ISSUES WITH THIS VEHICLE BEGAN AS SOON AS WE GOT IT. CAR CONSTANTLY STUTTERS LIKE IT'S ABOUT TO STALL (WAS TOLD BY SALESMAN THAT IT WAS BECAUSE CAR WAS BRAND NEW AND ONCE WE "BROKE IT IN' THAT WOULD GO AWAY). IT HAS NOT. DOES NOT ACCELERATE WHEN IT SHOULD AND DOESN'T DECELERATE WHEN IT SHOULD, NO MATTER HOW HARD OR SOFT YOU PRESS THE PEDALS. CAR SEEMS TO HAVE A MIND OF IT'S OWN. LIKES TO ACCELERATE WHEN HAVE BRAKE PRESSED, HAVE ALMOST REAR-ENDED CARS IN FRONT BECAUSE OF IT'S LURCHING FORWARD. WHEN USING SPORT MODE, CAR WOULD NOT HAVE ANY MORE POWER, BUT ENGINE WOULD REDLINE. STRONG BURNING SMELL ALSO. ONCE CAR FINALLY GOT MOVING, IT WAS VERY DIFFICULT TO GET IT TO SLOW DOWN. YOU CAN PUSH BRAKE PEDAL TO THE FLOOR BUT CAR IS STILL GOING - AND FIGHTING YOU TO KEEP GOING. DEALER UPGRADED SOFTWARE - WHICH SEEMED TO HELP FOR THE FIRST FEW DAYS - AND TOLD US NOT TO USE THE SPORT MODE ANYMORE, WHICH WE DO NOT. DEALER STATED ALL COMPLAINTS WERE NOT ISSUES, THAT IS HOW THE CAR WORKS DUE TO THE TYPE OF ENGINE IT HAS IN IT. FIRST TIME FORD BUYER, FIRST BRAND NEW CAR IN A VERY, VERY LONG TIME. CAR IS DRIVEN TO AND FROM WORK 56 MILES EVERYDAY, PLUS LEISURE. FEEL VERY INSECURE DRIVING CAR. CAR IS NOT SAFE AND FORD NEEDS TO BE PRESSURED TO FIX THESE ISSUES OR STOP MAKING THESE TYPE OF ENGINES!
  
- g. (2014 Ford Fiesta 07/19/2014) TRANSMISSION IS VERY JERKY -CAR HAS A LOT OF HESITATION AFTER ACCELERATING FROM A LOW SPEED OR A STOP -SHUDDERING AND GRINDING NOISE WHEN STOPPING AND ACCELERATING WHEN I FIRST BOUGHT THE CAR THESE ISSUES WERE MINOR AND I WAS TOLD THEY WOULD GO AWAY ONCE THE CAR GOT USED TO MY STYLE OF DRIVING BUT NOW THEY HAVE BECOME MORE SEVERE AND HAPPENING MORE FREQUENTLY MAKING THIS CAR A SAFETY ISSUE. WHEN CHANGING LANES AND MAKING TURNS THE CAR IS VERY UNPREDICTABLE AND MAY SOON CAUSE AN ACCIDENT. I HAVE TAKEN IT INTO FORD NUMEROUS

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TIMES AND AM ALWAYS TOLD THIS IS HOW THE CAR RUNS AND THESE ARE NORMAL FUNCTIONS FOR THE TRANSMISSION. I BELIEVE THESE CARS NEED TO BE RECALLED AND OFF THE ROAD BEFORE.

**2012 Ford Focus NHTSA Complaints:**

- a. (2012 Ford Focus 01/20/2015) I WAS DRIVING IN A RESIDENTIAL NEIGHBORHOOD AND APPROACHING A FOUR WAY STOP SO NOT GOING FAST. MY CAR STOPPED ACCELERATING AND THEN JERKED FORWARD CAUSING ME TO HAVE TO TURN OFF THE ROAD TO AVOID GOING THROUGH THE STOP SIGN. I INSTEAD HIT THE STOP SIGN. THE CAR HAS TRANSMISSION ISSUES THAT HAVE NOT YET BEEN RESOLVED.
- b. (2012 Ford Focus 04/09/2014) THIS IS THE FIRST OF 2 ACCIDENTS, BOTH CAUSED BY VEHICLE SURGING FORWARD AS I WAS PULLING INTO A PARKING SPACE. THIS FORM WOULD NOT ALLOW ME TO PUT BUT 1 ACCIDENT DATE. SECOND MORE SERIOUS ACCIDENT, DATE 02/08/2014, WILL BE LISTED SEPARATELY. AS I WAS TURNING INTO A PARKING SPACE WITH FOOT ON BRAKE THE CAR SUDDENLY LURCHED FORWARD MOUNTING THE CONCRETE PARKING STOP AND ENDED UP AGAINST A TREE IN THE MEDIAN. FLOORED THE BRAKE PEDAL BUT ENGINE CONTINUED TO REV. DAMAGE TO UNDER SIDE OF CAR TOTALED \$3494. FORD DEALERSHIP CHECKED THE COMPUTER AND FOUND ENGINE OVERSPEED CODE P0219. COULD NOT DUPLICATE INCIDENT AND GAVE CAR BACK TO ME. 3384 MILES LATER THE 2012 FORD FOCUS REPEATED THE LURCHING WITH MORE DAMAGE AND PERSONAL INJURY. \*TR
- c. (2012 Ford Focus 01/21/2014) MY CAR HAS ALMOST GOTTEN ME IN 3 ACCIDENTS AND IT ROLLS BACK ON HILLS I WAS PULLING INTO A DRIVE WAY AND IT STARTED TO ROLL BACK THEN IT SLOWED DOWN AND THERE WAS A LOAD NOISE AND WE STARTED ROLLING BACKWARDS IT WAS JUST A DRIVE WAY. THE CAR HAS ABSOLUTELY NO POWER AT ALL IT STUTTERS AND WHEN YOU ARE DRIVING IN BUSY PLACES AND YOUR CAR WONT PICK UP ENOUGH TON ENTER ON THE HIGHWAY OR FREEWAY ITS SCARY AND ITS UNSAFE IT WILL SHAKE THE WHOLE CAR WHEN IT PULLS BACK AND STUTTERS. IT IS AWFUL AND I WENT ON A 3 HOUR DRIVE TO GO ON VACATION I ACTUALLY RENTED A CAR INSTEAD OF TAKING MY BRAND NEW CAR THAT I GOT TO LAST ME YEARS FRO NOW WAS THE PLAN IF IT MAKES IT ANOTHER 1 YEAR I WILL BE SURPRISED VERY DANGEROUS FORD. \*TR
- d. (2012 Ford Focus 06/18/2012) WAS TOLD THIS CAR HAD "AUTOMATIC TRANSMISSION". AFTER A FEW HUNDRED

1 MILES ON IT, I NOTICED THE TRANSMISSION SHIFTED  
 2 SPORADICALLY AND WITH NO PREDICTION. ENGINE  
 3 SHUDDERED, CAR LOST POWER AND WAS NOT SAFE TO  
 4 DRIVE. THE KEY HERE IS NO PREDICTION AS TO HOW  
 5 THE CAR WILL REACT WHEN UNDER ACCELERATION.  
 6 TOOK TO DEALER AND WAS TOLD "THIS ISN'T AN  
 7 AUTOMATIC TRANSMISSION - IT'S A COMPUTER-  
 8 CONTROLLED MANUAL THAT HAS TO LEARN HOW YOU  
 9 DRIVE". DEALER UPLOADED A COMPUTER UPDATE  
 10 FROM FORD. THE NEXT HUNDRED MILES OF DRIVING  
 11 ALMOST CAUSED NUMEROUS ACCIDENTS DUE TO  
 12 LACK OF ACCELERATION AND UNEVEN  
 13 PERFORMANCE. 6/4/2012 I TRIED TO MERGE INTO  
 14 TRAFFIC AND CAR REFUSED TO SPEED UP. I ALMOST  
 15 CAUSED A MAJOR ACCIDENT, BUT NUMEROUS  
 16 DRIVERS SLAMMED ON THEIR BRAKES AND/OR  
 17 SWERVED AND AVERTED MULTIPLE COLLISIONS.  
 18 TOOK THE CAR TO DEALER 6/5/2012 AND TOLD THEM  
 19 WHAT HAPPENED. WAS TOLD BY HEAD TECH "IT JUST  
 20 HAS TO GET USED TO HOW YOU DRIVE". I TOLD HIM  
 21 THERE WERE THREE DIFFERENT PEOPLE DRIVING THIS  
 22 FOCUS. HE SAID WE CAN'T, BECAUSE THAT WOULD  
 23 JUST END UP TOTALLY "CONFUSING" THE COMPUTER.  
 24 AS THE CAR IS TOO DANGEROUS TO DRIVE, IT IS STILL  
 25 AT THE DEALER. MILES ON VEHICLE ARE UNDER 800.

14 e. (2012 Ford Focus 03/09/2012) MY FORD FOCUS SEL 2012  
 15 HAS BEEN EXPERIENCING SHUDDERING FEELINGS  
 16 WHEN ACCELERATING FROM STOP. IT FEELS AS IF THE  
 17 TRANSMISSION IS ABOUT TO STALL AND THEN IT  
 18 KICKS BACK UP AND JOLTS MY CARS BACK AND  
 19 FORTH FOR SEVERAL SECONDS BEFORE RESUMING  
 20 NORMAL SPEED AFTER 10 MPH. THESE SEVERAL  
 21 SECONDS ARE VITAL WHEN YOU ARE DEALING WITH  
 22 FAST TRAFFIC IN CALIFORNIA OR ANYWHERE ELSE  
 23 FOR THAT MATTER. THIS CREATED A DELAY IN THE  
 24 ACCELERATION TIME, ALMOST CAUSING AN ACCIDENT  
 25 WITH ONCOMING TRAFFIC. I HAVE CONTACT SEVERAL  
 26 FORD OFFICIALS ABOUT THIS AND THEY KEEP SAYING  
 27 THAT IT IS NORMAL AND THAT THERE IS A BREAK IN  
 28 PERIOD. WHY WAS I NOT MADE AWARE OF THIS WHEN  
 I PURCHASED THE CAR? THIS IS A SERIOUS SAFETY  
 HAZARD AND FORD IS JUST EXCUSING IT UNTIL MY  
 WARRANTY PERIOD IS UP. TWO OF MY FRIENDS  
 BOUGHT THE SAME CAR AND IS EXPERIENCING THE  
 SAME ISSUE. THIS IS NOT AN ISOLATED INCIDENT AND  
 I WOULD LIKE TO SEE PROPER ACTION FROM FORD TO  
 ADDRESS THIS ISSUE PROFESSIONALLY. \*TR

26 f. (2012 Ford Focus 09/22/2011) THIS VEHICLE HAS SOME  
 27 SCARY AND SOMETIMES DANGEROUS TRANSMISSION  
 28 ISSUES. IT'S NOT LIKE A NORMAL AUTOMATIC WITH A  
 TORQUE CONVERTER, SO SOME ROUGHNESS IS  
 EXPECTED. BUT, THIS CAR OFTEN GRINDS GEARS,  
 SLIPS, GRABS AND LUNGES, AND ALSO ROLLS BACK

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ON INCLINES. I HAVE NEARLY BEEN IN SEVERAL ACCIDENTS WHEN I HAVE TRIED TO ACCELERATE INTO AN INTERSECTION AND THE VEHICLE DOESN'T RESPOND TO THE ACCELERATOR BEING DEPRESSED COMPLETELY TO THE FLOOR. IT SOMETIMES ACTS AS IF YOU ARE TRYING TO START FROM A STOP IN 3RD OR 4TH GEAR. FORD MOTORS HAS CONTINUALLY SAID THESE PROBLEMS ARE NORMAL AND THE VEHICLE NEEDS SOME BREAK-IN TIME. WELL, THIS VEHICLE NOW HAS OVER 6,000 MILES. I DON'T THINK IT'S GOING TO GET BETTER. IF I GET INTO AN ACCIDENT BECAUSE OF THIS, THERE ARE GOING TO BE SOME SERIOUS PROBLEMS TO HANDLE WITH FORD. I KNOW I'M NOT ALONE IN THESE PROBLEMS. I HAVE BEEN ON FORUMS WITH MANY PEOPLE HAVING THE SAME ISSUES. \*TR

**2013 Ford Focus NHTSA Complaints:**

- a. (2013 Ford Focus 01/16/2015) MY FORD FOCUS SHUDDERS WHEN ACCELERATING AND LURCH FORWARD WITHOUT WARNING WHEN I'M SLOWING DOWN OR ACCELERATING. I HAVE HAD IT REPAIRED ONCE AND NEED TO GO BACK AGAIN. HOW MANY TIMES DO I HAVE TO GO WITHOUT A CAR BECAUSE THE DEALERSHIP ONCE AGAIN HAS MY CAR IN FOR REPAIRS DUE TO A MANUFACTURER TRANSMISSION DEFECT. ALSO, WHAT PREMATURE INTERNAL WEAR IS THIS ALL CAUSING? WILL I NEED TO REPLACE PARTS BEFORE THEY WOULD NORMALLY NEED REPLACING OR FIXING?! I'M WORRIED THE CAR WILL BREAKDOWN OR THERE WILL BE A CRASH WHERE SOMEONE GETS SERIOUSLY HURT. IT HAS BEEN BROUGHT TO MY ATTENTION THAT FORD KNEW ABOUT THE DEFECT AND CONCEALED THE INFORMATION AND THERE ARE NUMEROUS LAW SUITS OUT THERE FOR THIS PARTICULAR ISSUE. I REALLY DON'T FEEL SAFE DRIVING THE CAR ANYMORE. I CAN'T REMEMBER THE SPECIFIC DATE OF THE FIRST INCIDENT BUT I CAN FIND OUT FROM THE DEALERSHIP IF NECESSARY.
- b. (2013 Ford Focus 10/06/2014) TOTAL LOSS OF THROTTLE, STALLING IN TRAFFIC, SHUDDERING AND ERRATIC SHIFTING WITH THE FORD POWERSHIFT TRANSMISSION. SINCE PURCHASING CAR NEW IN 2013, I HAD PROBLEMS WITH THE POWERSHIFT TRANSMISSION, INITIAL PROBLEMS WAS A NOISE THAT SOUNDED LIKE THE MUFFLER WAS DRAGGING THE ROAD, PROBELMS GOT WORSE AS MILEAGE INCREASED. RETURNED THE CAR TO SEVERAL DEALERS FOR DIAGNOSIS, WAS TOLD THAT THE TRANSMISSION IS OPERATING AS DESIGNED AND NO REPAIRS WERE ATTEMPTED. PROBLEM GOT WORSE AND I HAD EXPERIENCED TOTAL LOSS OF THROTTLE IN TRAFFIC ON SEVERAL OCCASIONS, CAR STALLED AND JERKED IN TRAFFIC CAUSING NECK TO SNAP

1 BACK. AFTER REPEATED ATTEMPTS TO GET THE  
2 PROBLEM FIXED WITH TWO DIFFERENT FORD  
3 DEALERS, A CUSTOMER SATISFACTION LETTER CAME  
4 FROM FORD DETAILING ISSUES WITH POWERSHIFT  
5 TRANSMISSION. I HAD TO TAKE MY CAR INTO THE  
6 DEALER AGAIN, FOR DIAGNOSIS AND WAS TOLD THEY  
7 GOT IT THE TRANSMISSION TO FAIL THE THRESHOLDS  
8 AFTER 6 ATTEMPTS, WHICH WARRANTED  
9 REPLACEMENT OF THE CLUTCH PACK AND INTERNAL  
10 SEALS, SUPPOSEDLY A FAULTY DESIGN THAT  
11 ALLOWED OIL FROM THE GEARBOX TO LEAK INTO THE  
12 CLUTCH PACK CAUSING SLIPPAGE, NOISE AND ISSUES.  
13 FORD RETURNED THE CAR 5 DAYS LATER, ISSUES  
14 WENT AWAY FOR 3 WEEKS OR SO, AND HAVE STARTED  
15 TO REAPPEAR IN THE SAME FASHION AS WHEN THE  
16 CAR WAS PURCHASED NEW AND IS GETTING WORSE  
17 EACH DAY, WITH OVER 1000 MILES ON THE CAR SINCE  
18 SERVICE. AS OF TODAY I HAVE EXPERIENCED  
19 SHUDDERING AND TOTAL LOSS OF THROTTLE IN  
20 TRAFFIC, A FEW TIMES WERE DANGEROUS IN PULLING  
21 OUT IN FRONT OF ONCOMING TRAFFIC THE CAR  
22 COULD HAVE CAUSED ME TO GET INTO AN ACCIDENT,  
23 ALSO LUNGES IN SLOW MOVING TRAFFIC. I AM AFRAID  
24 TO LET MY WIFE DRIVE THE CAR DUE TO THE  
25 BEHAVIOR OF THE TRANSMISSION AND SEE AGAIN I  
26 WILL SOON HAVE TO RETURN TO ANOTHER DEALER  
27 (#3) FOR CORRECTION.

15 c. (2013 Ford Focus 09/13/2014) I'VE REPORTED THIS ISSUE  
16 SEVERAL TIMES. IT IS GOING TO CAUSE AN ACCIDENT!!  
17 WHEN STOPPED AT A STOP LIGHT, OR STOP SIGN, THE  
18 CAR WANTS TO KEEP MOVING, EVEN THOUGH HEAVY  
19 BREAK PRESSURE IS BEING APPLIED. WHEN I AM AT A  
20 STOP LIGHT AND THE LIGHT TURNS GREEN TO MOVE  
21 FORWARD, THE CAR HESITATES TO MOVE, CAUSING  
22 THE VEHICLES BEHIND ME TO BLOW THEIR HORN!  
23 THERE IS NOTHING I CAN DO!! THIS CAR IS GOING TO  
24 CAUSE MYSELF OR OTHER OWNERS AN ACCIDENT  
25 WITH NO DOUBT IN MY MIND! THE HESITATION TO  
26 TAKE OFF WHEN I'M WANTING TO GET OUT OF THE  
27 WAY OF ONCOMING TRAFFIC, SCARES ME TO DEATH!!!  
28 SOMETHING NEEDS TO BE DONE BEFORE AN INNOCENT  
LIFE OR LIVES ARE LOST!!!

23 d. (2013 Ford Focus 08/20/2014) THE CAR IS EXPERIENCING  
24 TRANSMISSION PROBLEMS. IT SHUDDERS AND BOGS  
25 DOWN AS I AM ACCELERATING, AND OFTEN LURCHES  
26 FORWARD UNEXPECTEDLY. THE CAR MAKES A LOUD  
27 GRINDING NOISE WHEN SHIFTING THROUGH GEARS.  
28 THE PROBLEMS BEGAN IN LOW GEARS, BUT I AM NOW  
EXPERIENCING PROBLEMS AT ALL SPEEDS, INCLUDING  
LURCHING FORWARD. I HAVE TAKEN THE CAR BACK  
TO THE DEALERSHIP TWICE, ONLY FOR THEM TO TELL  
ME THIS IS A NORMAL OCCURRENCE. I AM AFRAID THE  
TRANSMISSION ISSUES WILL CAUSE AN ACCIDENT. I

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AM ALSO CONCERNED THAT THE GRINDING OF THE GEARS WILL CAUSE DAMAGE TO OTHER COMPONENTS OF MY VEHICLE.

e. (2013 Ford Focus 02/13/2014) I OWN A 2013 FORD FOCUS HATCHBACK TITANIUM MODEL. PURCHASED THE CAR IN JANUARY 2013. CURRENTLY HAS 1100 MILES ON IT. CAR HAS A SIX-SPEED AUTOMATIC TRANSMISSION THAT FORD HAS DUBBED "POWERSHIFT". TRANSMISSION IS VERY JITTERY AT ALL SPEEDS WHEN SHIFTING GEARS WHILE ACCELERATING. IT IS ALSO HESITANT TO SHIFT GEARS AND PICK UP SPEED. IT SEEMS LIKE SOMETHING IS GOING TO BREAK INSIDE THE ENGINE AND THE CAR JERKS WHEN SHIFTING GEARS. FROM A STANDING STOP THE CAR WILL START TO ROLL BACK WHEN YOU LET OFF THE BRAKE AND STEP ON THE ACCELERATOR PEDAL. THIS IS AN ACCIDENT WAITING TO HAPPEN AND IS VERY DANGEROUS. \*TR

**2014 Ford Focus NHTSA Complaints:**

- a. (2014 Ford Focus 12/29/2014) AT AROUND 24,000 MILES OUR 2014 FOCUS TRANSMISSION STARTING SHUTTERING DURING TAKE-OFF, MOST NOTABLY BETWEEN 1ST AND 2ND GEAR. IT IS UNPREDICTABLE AND SOMETIMES DANGEROUSLY HESITANT TO GET GOING. YOU HAD BETTER HOPE THE DAY YOU REALLY NEED THE CAR TO MOVE IT DOES; BUT NOT SURGE UNEXPECTEDLY. THE MOST FRUSTRATING POINT IS FORD SAYS IT'S NORMAL. NORMAL! I HAVE DRIVEN CARS WITH AUTOMATIC AND MANUAL TRANSMISSIONS FOR OVER 35 YEARS NEVER, HAS THIS BEEN NORMAL!!!
- b. (2014 Ford Focus 12/02/2014) ON AUGUST 27, 2014 I WAS IN THE PROCESS OF MAKING A RIGHT TURN FROM WEST BOUND ADAMS STREET TO NORTH BOUND 19TH AVENUE IN PHOENIX ARIZONA WHEN THE CAR STOPPED MOVING FORWARD. THE CAR ACTED AS IF IT WENT OUT OF GEAR; ENGINE WAS STILL RUNNING, BUT CAR WAS NOT MOVING FORWARD. THEN SUDDENLY THE CAR JERKED GOING FORWARD AT AN UNCONTROLLABLE SPEED. I WAS NOT ABLE TO CONTROL THE CAR AS IT DROVE INTO THE WRONG LANE OF TRAFFIC. I WAS FORTUNATE THERE WAS NOT ANOTHER CAR IN THAT OTHER LANE AT THAT TIME. I FILED A COMPLAINT ABOUT THIS CAR PREVIOUSLY, PRIOR TO THIS INCIDENT OCCURRING. I HAD READ THAT THERE ARE A LOT OF OTHER COMPLAINTS REGARDING THE FORD FOCUS AND THERE IS A CURRENT CLASS ACTION LAW SUIT IN THE STATE OF CALIFORNIA. FORD IS ATTEMPTING TO HIDE THEIR DEFECTIVE BY ATTEMPTING TO REPROGRAM THE COMPUTER AND DENING ANY DEFECT. THE CAR HAS



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TRANSMISSION PROBLEMS THAT IS PLACING THE PUBLIC IN DANGER OF LIFE THREATENING AND OR PHYSICAL INJURY.

- c. (2014 Ford Focus 10/16/2014) WHEN I STOP AT A STOP SIGN OR LIGHT AND THEN TAKE OFF AGAIN MY CAR SHUDDERS AS I TRY TO START DRIVING. THEN, WHEN I TRY TO ACCELERATE IT LAGS, AND I HAVE TO PUT THE PEDDLE ALL THE WAY TO THE FLOOR BEFORE IT WILL ACCELERATE EVEN THE SLIGHTEST BIT. THIS OCCURS EVERY SINGLE TIME I DRIVE MY CAR. OFTEN WHEN I ATTEMPT TO DRIVE OFF AND I PUT MY FOOT DOWN ON THE GAS PEDAL, THE TRANSMISSION SLIPS MIDWAY THROUGH AND AFTER THE INITIAL TAKE OFF THE CAR STALLS. THIS HAS ALMOST CAUSED ME TO GET HIT MULTIPLE TIMES. THIS IS NOT SAFE. PLEASE DO SOMETHING ABOUT THIS BECAUSE IT IS A SERIOUS HAZARD.
  
- d. (2014 Ford Focus 09/27/2014) I BOUGHT MY CAR NEW BACK IN FEBURARY 2014. IT DOES ALL KINDS OF THINGS!! IT DOES NOT SHIFT RIGHT. IT JERKS, SLIPS, REVS HIGH. IF YOU NEED TO ACCELERATE IT DOESN'T EVER GEAR DOWN CORRECTLY, EITHER TOO MUCH OR NOT ENOUGH. IT HAS COMPLETELY STALLED AT INTERSECTIONS AND WOULD NOT MOVE. IT WOULD NOT EVEN REV UP. I HAD TO HAVE IT TOWED. IT HAS ACCELERATED INTO TRAFFIC AT A RED LIGHT, TWICE!! AND EACH TIME DID NOT HAVE BRAKES. MY CHILDREN WERE IN THE CAR AND IT WAS A NEAR MISS. MY CHILDREN COULD HAVE BEEN KILLED!! I HAVE HAD IT AT MY FORD DEALERSHIP 5 TIMES!!! YES 5 TIMES!!! EACH TIME IT RUNS FINE AND DOES NOT DO ANYTHING WRONG WHILE THEY ARE CHECKING IT OUT. THE MANAGER OF THE SERVICE DEPT STATES IT IS LIKE A SMARTPHONE AND ONCE YOU CUT IT OFF IT RESETS SO THIS IS PROBABLY WHY THEY CAN'T FIND ANYTHING WRONG WITH IT BY THE TIME THEY GET TO IT. I DO NOT FEEL SAFE DRIVING THIS CAR. BUT IT IS MY ONLY CAR. I DON'T KNOW WHAT TO DO. MY DEALERSHIP STATE THEY CANNOT DO ANYTHING. HELP!!!!!!!!!!!!!!!!!!!!!!!!!!!!
  
- e. (2014 Ford Focus 09/02/2014) THE CAR HAS SEVERE TRANSMISSION ISSUES I HAVE ALMOST BEEN KILLED TWICE FOR BEING THROWN OUT INTO TRAFFIC ONCE AND TRYING TO PULL OUT ONTO A BUSY HIGHWAY. STOPPING AT A STOP SIGN OR RED LIGHT IS A NIGHTMARE, MY CAR WILL STOP FINE, BUT WHEN YOU GO TO TAKE OFF IT JUMPS AND THE TRANSMISSION SLIPS LEAVING YOU BASICALLY SITTING IN THE MIDDLE OF THE HIGH WAY BARELY GETTING ANYWHERE THEN ALL OF A SUDDEN YOUR CAR WILL TAKE OFF AND MAKE YOU LOOSE CONTROL. THE RPMS ARE ALL MESSED UP IF I'M DRIVING DOWN THE ROAD

1 THE RPM HAND JUST DANCES ALL OVER THE PLACE  
2 THIS CAR IS A DEATH TRAP!! THANKS FORD FOR  
3 RUINING MY LIFE AND STICKING ME WITH THIS TRUE  
4 LEMON OF A CAR....

5 235. The Transmission Defect poses an unreasonable safety risk for Class  
6 Members and other drivers and pedestrians. A vehicle's responsiveness to driver  
7 input, such as acceleration and deceleration, and the ability of a vehicle's  
8 transmission to perform properly are critical to a vehicle's safe operation. A  
9 defect that causes one or more of these negative characteristics poses a safety  
10 hazard to the general public and increases the risk of automobile accidents.

11 **Ford Has Exclusive Knowledge of the Transmission Defect**

12 236. Ford had superior and exclusive knowledge of the transmission  
13 defect, and knew or should have known that the defect was not known or  
14 reasonably discoverable by Plaintiffs and Class Members before they purchased  
15 or leased the Class Vehicles.

16 237. Plaintiffs are informed and believe and based thereon allege that  
17 before Plaintiffs purchased or leased their Class Vehicles, and since at least  
18 2010, Ford knew about the Transmission Defect through sources not available to  
19 consumers, including: pre-release testing data; early consumer complaints about  
20 the Transmission Defect to Defendant's dealers who are their agents for vehicle  
21 repairs; warranty claim data related to the defect; aggregate data from Ford's  
22 dealers; consumer complaints to the NHTSA and resulting notice from NHTSA;  
23 dealership repair orders; testing conducted in response to owner or lessee  
24 complaints; TSBs applicable to the Class Vehicles; the existence of the defect in  
25 the substantially identical European and Australian model vehicles; and other  
26 internal sources of aggregate information about the problem.

27 238. Only Ford had access to its pre-release testing data, aggregate data  
28 from Ford's dealers, testing conducted in response to owner or lessee complaints,  
and other internal sources of aggregate information about the problem. Ford did

1 not make this information available to customers, and customers had no way to  
2 access it.

3 239. Before offering the vehicle for sale in the United States, Ford  
4 offered the same vehicles, equipped with a similar dual-clutch transmission, in  
5 Europe and Australia. Although the United States version utilizes dry-clutches  
6 as opposed to the European and Australian version's wet-clutches, Ford  
7 acknowledged in its own press release that the transmission offered for sale in  
8 the United States is a "derivative" of the design from the European and  
9 Australian models.<sup>4</sup> European and Australian versions of the dual-clutch  
10 transmission suffered from similar defects known to Ford as alleged herein.

11 240. In addition to having years of testing, analysis, and feedback from  
12 the prior European and Australian dual-clutch design, Ford also acknowledged in  
13 its own press releases the extensive pre-release testing and computer-aided  
14 modeling, simulation, and analysis it conducted before bringing the PowerShift  
15 Transmission to the United States market.<sup>5</sup>

16 241. Ford was also aware of the Transmission Defect through the  
17 numerous complaints it received, both from consumers and from automotive  
18 journalists, who roundly criticized the performance of the PowerShift  
19 Transmission. Indeed, a July 15, 2011, *New York Times* review of the 2012 Ford  
20 Focus lambasted the PowerShift transmission's "jerks, pauses and lethargic  
21 acceleration."<sup>6</sup> It also stated:

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23 <sup>4</sup> See Autoblog.com, "Ford officially announces dual clutch PowerShift  
24 gearbox for 2010," <http://www.autoblog.com/2009/01/21/ford-officially-announces-dual-clutch-powershift-gearbox-for-201/> (last visited February 4, 2015).

25 <sup>5</sup> See Ford.com, "Inside Info on the Ford PowerShift Six-speed Automatic  
26 Transmission," <https://social.ford.com/our-articles/cars/fiesta/inside-info-on-the-ford-powershift-six-speed-automatic-transmission/> (last visited: January 15, 2015).

27 <sup>6</sup> See NYTimes.com, "Such a Slick Package, but Gearbox Is a Drag,"  
28

1 So just as it seems that Ford has hammered a gee-whiz  
2 home run, we come to the automatic transmission,  
expected to be chosen by 90 percent of buyers.

3 Dual-clutch designs are revered for sporty, fast shifts  
4 rivaling those of manual transmissions. **But Ford has**  
5 **calibrated the PowerShift to maximize fuel economy**  
6 **by seeking the highest gear possible as quickly as**  
7 **possible, which keeps the engine speed low.**

8 The gearing is not a problem on the Interstate, but **can**  
9 **be aggravating on back roads or in stop-and-go**  
10 **traffic . . . .** Putting the shifter in the Sport position  
11 delays shifts but creates its own problem. Touching the  
12 brake while in Sport causes the gearbox to downshift.

13 242. In that same article, Greg Burgess, a Ford engineer, admitted that  
14 Ford made “tradeoffs” in terms of drivability in order to “deliver something that  
15 is very, very fuel-efficient.”

16 243. The *New York Times* review by Christopher Jensen further  
17 condemned the transmission, stating: “[i]n its effort to give the car exceptional  
18 fuel economy, Ford programmed the PowerShift dual-clutch transmission to  
19 change gears in odd and infuriating ways” and that “the logical explanation is  
20 that they [the Ford Engineers] were given a fuel economy target and no option  
21 but to meet it. One might wonder why a top executive didn’t step in to keep the  
22 transmission from reaching market . . . .”

23 244. The alleged Transmission Defect was inherent in each Class  
24 Vehicles’ PowerShift Transmission and was present in each Class Vehicles’  
25 PowerShift Transmission at the time of sale.

26 245. The existence of the Transmission Defect is a material fact that a  
27 reasonable consumer would consider when deciding whether to purchase or lease  
28 a vehicle that was equipped with a PowerShift transmission. Had Plaintiffs and

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29 <http://www.nytimes.com/2011/07/17/automobiles/autoreviews/ford-focus-is-slick-package-but-gearbox-is-a-drag.html> (last visited: January 19, 2015).

1 other Class Members known that the Class Vehicles were equipped with  
2 defective transmissions, they would not have purchased or leased the Class  
3 Vehicles equipped with the PowerShift Transmissions or would have paid less  
4 for them.

5 246. Irrespective of all the aggregate information, both internal and  
6 external, that clearly provided Ford with knowledge that the PowerShift  
7 Transmission is dangerously defective, Ford has never disclosed to owners or  
8 prospective purchasers that there is a safety defect in the Class Vehicles. In fact,  
9 Ford intentionally and actively concealed the existence of a safety defect in the  
10 Class Vehicles.

11 247. Reasonable consumers, like Plaintiffs, reasonably expect that a  
12 vehicle's transmission is safe, will function in a manner that will not pose a  
13 safety hazard, and is free from defects. Plaintiffs and Class Members further  
14 reasonably expect that Ford will not sell or lease vehicles with known safety  
15 defects, such as the Transmission Defect, and will disclose any such defects to its  
16 consumers when it learns of them. They did not expect Ford to fail to disclose  
17 the Transmission Defect to them and to continually deny the defect.

18 **Ford Has Actively Concealed the Transmission Defect**

19 248. While Ford has been fully aware of the Transmission Defect in the  
20 Class Vehicles, it actively concealed the existence and nature of the defect from  
21 Plaintiffs and Class Members at the time of purchase, lease, or repair and  
22 thereafter. Specifically, Ford failed to disclose or actively concealed at and after  
23 the time of purchase, lease, or repair:

- 24 (a) any and all known material defects or material nonconformity  
25 of the Class Vehicles, including the defects relating to the  
26 PowerShift Transmission;
- 27 (b) that the Class Vehicles, including their PowerShift  
28 Transmissions, were not in good in working order, were

1 defective, and were not fit for their intended purposes; and  
2 (c) that the Class Vehicles and their PowerShift Transmissions  
3 were defective, despite the fact that Ford learned of such  
4 defects through alarming failure rates, customer complaints,  
5 as well as other internal sources, as early as 2010.

6 249. Ford further actively concealed the material facts that the  
7 PowerShift transmission was not safe, that it would function in a manner that  
8 would pose a safety hazard, and that it was defective. Instead, Ford sold vehicles  
9 with a known safety defect, and failed to disclose this defect to consumers when  
10 Ford learned of it.

11 **Ford’s “Communications Strategy”**

12 250. In 2010, Ford knew of the Transmission Defect and began issuing  
13 TSBs in an effort to address it. But Ford never communicated the TSBs, or the  
14 information they contained, directly to the class or prospective buyers. Instead,  
15 Ford prepared a separate series of sanitized documents for its customers intended  
16 to induce them into believing that their kicking, bucking, sling-shotting (etc.)  
17 vehicles were exhibiting “normal driving characteristics.”

18 251. Indeed, when Class Members with vehicles exhibiting the  
19 Transmission Defect bring their vehicles to Ford dealerships, the dealership  
20 oftentimes provide class members with a document entitled “PowerShift 6-Speed  
21 Transmission Operating Characteristics.” Ford drafted this document and  
22 provided it to its dealers to give to customers whose vehicles were exhibiting the  
23 Transmission Defect, in an apparent attempt to induce customers into believing  
24 the problems they were experiencing were “normal driving characteristics.”

25 252. Rather than disclosing that the PowerShift transmission was  
26 defective, this document states that customers may experience “a trailer hitching  
27 feel (or a slight bumping fee)” calling this “a normal characteristic of the dry  
28 clutch-equipped manual transmission design.” Ford did not disclose in this letter

1 that the PowerShift transmission was defective, and did not disclose the  
2 PowerShift transmission exhibits transmission slips, bucking, kicking, jerking,  
3 premature internal wear, sudden acceleration, delay in downshifts, delayed  
4 acceleration, difficulty stopping the vehicle, or transmission failure.

5 253. In May of 2012, Ford issued a “Customer Satisfaction Program:  
6 Program Number 12B37.” In a letter sent to 2012 Ford Focus drivers, Ford  
7 indicated that drivers “may experience rough or jerky automatic transmission  
8 shifts. In addition, the vehicle may experience roll back when the driver is  
9 transitioning from the brake pedal to the accelerator pedal while on a slight  
10 incline.” Significantly, Ford did not issue a recall and did not warn drivers of the  
11 safety risks associated with these known problems. Ford’s letter was highly  
12 selective—despite Ford’s knowledge of the following, Ford did *not* disclose that  
13 the PowerShift transmission was defective, and did not disclose the PowerShift  
14 transmission exhibits transmission slips, premature internal wear, sudden  
15 acceleration, delay in downshifts, delayed acceleration, difficulty stopping the  
16 vehicle, or transmission failure.

17 254. August 2014, Ford issued a “Customer Satisfaction Program:  
18 Program Number 14M01,” telling the class that its vehicles “may . . . exhibit  
19 excessive transmission shudder during light acceleration. This condition may be  
20 caused by fluid contamination of the clutch due to leaking transmission seals.”  
21 Significantly, Ford did not issue a recall and did not warn drivers of the safety  
22 risks associated with these known problems. Further, this campaign was only  
23 disseminated to owners and not prospective buyers. Ford merely offered more  
24 ineffective “repairs” that do not actually fix the problem. On information and  
25 belief, owners who have had this program performed on their vehicles continued  
26 to complain of the Transmission Defect as their vehicles were never repaired.

27 255. Ford’s “Customer Satisfaction Program: Program Number 14M01”  
28 letter was highly selective. Despite Ford’s knowledge of the following, Ford did

1 *not* disclose that the PowerShift transmission was defective, and did not disclose  
2 the PowerShift transmission exhibits transmission slips, bucking, kicking,  
3 jerking, harsh engagement, premature internal wear, sudden acceleration, delay  
4 in downshifts, delayed acceleration, difficulty stopping the vehicle, or  
5 transmission failure.

6 256. To the contrary, in an apparent attempt to induce those customers  
7 suspecting that their transmission might be defective, Ford wrote in the letter that  
8 “slight vibrations may be felt when accelerating the vehicle from low speeds.  
9 These characteristics are normal for the PowerShift 6-speed Automatic  
10 Transmission.”

11 257. Ford then released, in February of 2015, “Customer Satisfaction  
12 Program: Program Number 14M02,” informing the class that their Class  
13 Vehicles may suffer from symptoms of loss of transmission engagement while  
14 driving, no-start, or a lack of power. Ford blamed these symptoms on failures in  
15 the Transmission Control Module (“TCM”). Still, Ford did not issue a recall for  
16 the repeatedly failing and dangerous PowerShift Transmission, and this  
17 campaign was only disseminated to owners, not prospective purchasers. Ford  
18 merely offered more ineffective “repairs” that do not actually fix the problem.  
19 On information and belief, owners who have had this program performed on  
20 their vehicles continued to complain of the Transmission Defect as their vehicles  
21 were never repaired.

### 22 **Service Bulletins**

23 258. Despite Ford’s public insistence that these behavioral characteristics  
24 of the PowerShift Transmission were normal, in 2010 and 2011, Ford issued  
25 several TSBs to only its dealers<sup>7</sup> in the United States acknowledging problems in  
26

27 <sup>7</sup> NHTSA makes some, but not all, service bulletins available online.  
28



1 the PowerShift Transmission. For example, Ford’s TSB from September 2010,  
2 covering the 2011 Ford Fiesta, informs dealers of “concerns such as no  
3 engagement or intermittent no engagement in Drive or Reverse when shifting  
4 from Park to Drive or Reverse, grinding noise during engagement, and/or a  
5 check engine light with transmission control module (TCM) diagnostic trouble  
6 code...”

7 259. Also, Ford’s TSB released on January 1, 2011, covering the 2011  
8 Fiesta with the PowerShift Transmission, informs dealers of problems with the  
9 PowerShift Transmission causing “a loss of power, hesitation, surge, or lack of  
10 throttle response while driving.”

11 260. Additionally, Ford’s TSB from March 31, 2011, also covering the  
12 2011 Ford Fiesta, informs dealers of problems where the PowerShift  
13 Transmission “exhibit[s] a rattle/grind noise in reverse only.”

14 261. Again, Ford issued two separate TSBs in May of 2011, both  
15 covering the Ford Fiesta vehicle. These TSBs addressed problems with the  
16 PowerShift Transmission including “concerns in Drive or Reverse when shifting  
17 from Park to Drive or reverse, no engagement, delayed engagement, intermittent  
18 engagement, noise during engagement . . . .”

19 262. On information and belief, another Ford TSB released in September  
20 2011 advised dealers to reprogram the transmission computer if 2011 Fiesta  
21 owners complained about “hesitation when accelerating from a low speed after  
22 coast down, harsh or late 1-2 upshift, harsh shifting during low-speed tip-in or  
23 tip-out maneuvers and/or engine r.p.m. flare when coasting to a stop.”

24 263. Further, the 2012 Ford Focus was the subject of a Ford TSB issued  
25 in September 2011, which informed dealers of transmission problems including:  
26 “RPM flare on deceleration coming to a stop, rough idle on deceleration coming  
27 to a stop, intermittent engine idle fluctuations at a stop, intermittent vehicle  
28 speed control inoperative, intermittent harsh engagement/shift....”



1           271. The Class and Sub-Classes are defined as:

2           **Nationwide Class:** All individuals in the United States  
3           who purchased or leased any 2011 through 2016 Ford  
4           Fiesta or 2012 through 2016 Ford Focus vehicles  
5           equipped with a PowerShift Transmission.

6           **Arizona Sub Class:** All residents of the State of  
7           Arizona who purchased or leased any 2011 through  
8           2016 Ford Fiesta or 2012 through 2016 Ford Focus  
9           vehicles equipped with a PowerShift Transmission.

10          **California Sub Class:** All residents of the State of  
11          California who purchased or leased any 2011 through  
12          2016 Ford Fiesta or 2012 through 2016 Ford Focus  
13          vehicles equipped with a PowerShift Transmission.

14          **CLRA Sub-Class:** All members of the California Sub-  
15          Class who are “consumers” within the meaning of  
16          California Civil Code § 1761(d).

17          **Implied Warranty Sub-Class:** All members of the  
18          Nationwide Class who purchased or leased their  
19          vehicles in the State of California.

20          **Colorado Sub Class:** All residents of the State of  
21          Colorado who purchased or leased any 2011 through  
22          2016 Ford Fiesta or 2012 through 2016 Ford Focus  
23          vehicles equipped with a PowerShift Transmission.

24          **Illinois Sub Class:** All residents of the State of Illinois  
25          who purchased or leased any 2011 through 2016 Ford  
26          Fiesta or 2012 through 2016 Ford Focus vehicles  
27          equipped with a PowerShift Transmission.

28          **New Jersey Sub-Class:** All residents of the State of  
New Jersey who purchased or leased any 2011 through  
2016 Ford Fiesta or 2012 through 2016 Ford Focus  
vehicles equipped with a PowerShift Transmission.

All residents of the State of New  
York who purchased or leased any 2011 through 2016  
Ford Fiesta or 2012 through 2016 Ford Focus vehicles  
equipped with a PowerShift Transmission.

**Pennsylvania Sub-Class:** All residents of the State of  
Pennsylvania who purchased or leased any 2011  
through 2016 Ford Fiesta or 2012 through 2016 Ford  
Focus vehicles equipped with a PowerShift  
Transmission.

**Oregon Sub Class:** All residents of the State of Oregon  
who purchased or leased any 2011 through 2016 Ford  
Fiesta or 2012 through 2016 Ford Focus vehicles  
equipped with a PowerShift Transmission.

1                    **Washington Sub Class**: All residents of the State of  
2                    Washington who purchased or leased any 2011 through  
3                    2016 Ford Fiesta or 2012 through 2016 Ford Focus  
4                    vehicles equipped with a PowerShift Transmission.

5                    272. Excluded from the Class and Sub-Classes are: (1) Defendant, any  
6                    entity or division in which Defendant has a controlling interest, and their legal  
7                    representatives, officers, directors, assigns, and successors; (2) the Judge to  
8                    whom this case is assigned and the Judge's staff; (3) any Judge sitting in the  
9                    presiding court system who may hear an appeal of any judgment entered; and (4)  
10                    those persons who have suffered personal injuries as a result of the facts alleged  
11                    herein. Plaintiff reserves the right to amend the Class and Sub-Class definitions  
12                    if discovery and further investigation reveal that the Class and Sub-Class should  
13                    be expanded or otherwise modified.

14                    273. There is a well-defined community of interest in the litigation and  
15                    each Sub-Class is readily ascertainable.

16                    274. Numerosity: Although the exact number of Class Members is  
17                    uncertain and can only be ascertained through appropriate discovery, the number  
18                    is great enough such that joinder is impracticable. The disposition of the claims  
19                    of these Class Members in a single action will provide substantial benefits to all  
20                    parties and to the Court. The Class Members are readily identifiable from  
21                    information and records in Defendant's possession, custody, or control, as well  
22                    as from records kept by the Department of Motor Vehicles.

23                    275. Typicality: Plaintiffs' claims are typical of the claims of the Class  
24                    in that Plaintiffs, like all Class Members, purchased or leased a Class Vehicle  
25                    designed, manufactured, and distributed by Ford, and equipped with a  
26                    PowerShift Transmission. The representative Plaintiffs, like all Class Members,  
27                    have been damaged by Defendant's misconduct in that they have incurred or will  
28                    incur the cost of repairing or replacing the defective transmission. Furthermore,  
the factual bases of Ford's misconduct are common to all Class Members and

1 represent a common thread resulting in injury to all Class Members.

2 276. Commonality: There are numerous questions of law and fact  
3 common to Plaintiffs and the Class that predominate over any question affecting  
4 only individual Class Members. These common legal and factual issues include  
5 the following:

- 6 (a) Whether Class Vehicles contain defects relating to the  
7 PowerShift Transmission;
- 8 (b) Whether the defects relating to the PowerShift Transmission  
9 constitute an unreasonable safety risk;
- 10 (c) Whether Defendant knew about the defects relating to the  
11 PowerShift Transmission and, if so, how long Defendant has  
12 known of the defect;
- 13 (d) Whether the defective nature of the PowerShift Transmission  
14 constitutes a material fact;
- 15 (e) Whether Defendant has a duty to disclose the defective nature  
16 of the PowerShift Transmission to Plaintiffs and Class  
17 Members;
- 18 (f) Whether Plaintiffs and the other Class Members are entitled  
19 to equitable relief, including but not limited to a preliminary  
20 and/or permanent injunction;
- 21 (g) Whether Defendant knew or reasonably should have known of  
22 the defects relating to the PowerShift Transmission before it  
23 sold and leased Class Vehicles to Plaintiffs and Class  
24 Members;
- 25 (h) Whether Defendant should be declared financially responsible  
26 for notifying all Class Members of the problems with the  
27 Class Vehicles and for the costs and expenses of repairing and  
28 replacing the defective PowerShift Transmission;

- 1 (i) Whether Defendant is obligated to inform Class Members of
- 2 their right to seek reimbursement for having paid to diagnose,
- 3 repair, or replace their defective PowerShift Transmission;
- 4 and
- 5 (j) Whether Defendant breached the implied warranty of
- 6 merchantability pursuant to the Song-Beverly Consumer
- 7 Warranty Act Act.

8 277. Adequate Representation: Plaintiffs will fairly and adequately  
9 protect the interests of the Class Members. Plaintiffs have retained attorneys  
10 experienced in the prosecution of class actions, including consumer and product  
11 defect class actions, and Plaintiffs intend to prosecute this action vigorously.

12 278. Predominance and Superiority: Plaintiffs and the Class Members  
13 have all suffered and will continue to suffer harm and damages as a result of  
14 Defendant’s unlawful and wrongful conduct. A class action is superior to other  
15 available methods for the fair and efficient adjudication of the controversy.  
16 Absent a class action, most Class Members would likely find the cost of  
17 litigating their claims prohibitively high and would therefore have no effective  
18 remedy at law. Because of the relatively small size of the individual Class  
19 Members’ claims, it is likely that only a few Class Members could afford to seek  
20 legal redress for Defendant’s misconduct. Absent a class action, Class Members  
21 will continue to incur damages, and Defendant’s misconduct will continue  
22 without remedy. Class treatment of common questions of law and fact would  
23 also be a superior method to multiple individual actions or piecemeal litigation in  
24 that class treatment will conserve the resources of the courts and the litigants,  
25 and will promote consistency and efficiency of adjudication.

26 279. In the alternative, this action is certifiable under the provisions of  
27 Federal Rule of Civil Procedure 23(b)(1) and/or (b)(2) because:

- 28 (a) The prosecution of separate actions by individual members of

1 the Class would create a risk of inconsistent or varying  
2 adjudications with respect to individual members of the Class  
3 which would establish incompatible standards of conduct for  
4 Ford;

5 (b) The prosecution of separate actions by individual members of  
6 the Class would create a risk of adjudications as to them  
7 which would, as a practical matter, be dispositive of the  
8 interests of the other members of the Class not parties to the  
9 adjudications, or substantially impair or impede their ability  
10 to protect their interests; and

11 (c) Ford has acted or refused to act on grounds generally  
12 applicable to the Class, thereby making appropriate final  
13 injunctive relief or corresponding declaratory relief with  
14 respect to the Class as a whole and necessitating that any such  
15 relief be extended to members of the Class on a mandatory,  
16 class-wide basis.

17 280. Plaintiffs are not aware of any difficulty which will be encountered  
18 in the management of this litigation which should preclude its maintenance as a  
19 class action.

20 **TOLLING OF THE STATUTES OF LIMITATIONS**

21 281. Because the defect is undetectable until it manifests and Ford failed  
22 to disclose or intentionally concealed the Transmission Defect, Plaintiffs and  
23 Class Members were not reasonably able to discover the problem until after  
24 purchasing the Class Vehicles, despite exercise of due diligence.

25 282. Additionally, on information and belief, Ford instructed its  
26 authorized dealership employees and technicians to inform Class Members that  
27 the manifestations of the Transmission Defect in the PowerShift Transmission  
28 was normal, and therefore not a defect as alleged herein.





1 performance and efficiency, and stood behind its vehicles after they were sold,  
2 Defendant knowingly and intentionally misrepresented and omitted material  
3 facts and breached its duty not to do so.

4 290. Arizona Plaintiff and other members of the Arizona Sub-Class  
5 reasonably relied on Defendant's material misrepresentations and omissions in  
6 its advertisements of the Class Vehicles and in the purchase of the Class  
7 Vehicles.

8 291. Defendant's use of deception, false promises, misrepresentations  
9 and material omissions in connection with the sale and advertisement of its  
10 services, violates the Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-  
11 1522(A).

12 292. Had Arizona Plaintiff and members of the Arizona Sub-Class  
13 known that the Class Vehicles would exhibit the Transmission Defect, they  
14 would not have purchased the Class Vehicles or would have paid less for them.

15 293. Arizona Plaintiff and other members of the Arizona Sub-Class  
16 suffered injury in fact to a legally protected interest. As a result of Defendant's  
17 conduct, Arizona Plaintiff and Arizona Sub-Class members were harmed and  
18 suffered actual damages in the form of the diminished value of their vehicles.

19 294. As a result of Defendant's conduct, Arizona Plaintiffs and Arizona  
20 Sub-Class members were harmed and suffered actual damages as a result of  
21 Defendant's misrepresentations and omissions with regard to their Class  
22 Vehicles' transmissions because they purchased vehicles which do not perform  
23 as advertised.

24 295. As a direct and proximate result of Defendant's unfair or deceptive  
25 acts or practices, Arizona Plaintiff and other members of the Arizona Sub-Class  
26 suffered and will continue to suffer actual damages.

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**SECOND CAUSE OF ACTION**  
**Violation of California’s Consumer Legal Remedies Act –**  
**Cal. Civ. Code § 1750, *et seq.***  
**(On Behalf of the Nationwide Class or,**  
**Alternatively, the California CLRA Sub-Class)**

296. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

297. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the CLRA Sub-Class.

298. Defendant is a “person” as defined by California Civil Code § 1761(c).

299. Plaintiffs and CLRA Sub-Class Members are “consumers” within the meaning of California Civil Code § 1761(d) because they purchased their Class Vehicles primarily for personal, family or household use.

300. By failing to disclose and concealing the defective nature of the transmissions from Plaintiffs and prospective Class Members, Defendant violated California Civil Code § 1770(a), as it represented that the Class Vehicles and their transmissions had characteristics and benefits that they do not have, and represented that the Class Vehicles and their transmissions were of a particular standard, quality, or grade when they were of another. *See* Cal. Civ. Code §§ 1770(a)(5) & (7).

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

302. Defendant knew that the Class Vehicles and their transmissions suffered from an inherent defect, were defectively designed or manufactured, and were not suitable for their intended use.

1           303. As a result of their reliance on Defendant’s omissions and/or  
2 misrepresentations, owners and/or lessees of the Class Vehicles suffered an  
3 ascertainable loss of money, property, and/or value of their Class Vehicles.  
4 Additionally, as a result of the Transmission Defect, Plaintiffs and the Class  
5 Members were harmed and suffered actual damages in that the Class Vehicles’  
6 transmissions are substantially certain to fail before their expected useful life has  
7 run.

8           304. Defendant was under a duty to Plaintiffs and the Class Members to  
9 disclose the defective nature of the transmissions and/or the associated repair  
10 costs because:

- 11           (a) Defendant was in a superior position to know the true state of  
12 facts about the safety defect in the Class Vehicles’  
13 transmissions;
- 14           (b) Plaintiffs and the Class Members could not reasonably have  
15 been expected to learn or discover that their transmissions had  
16 a dangerous safety defect until it manifested; and
- 17           (c) Defendant knew that Plaintiffs and the Class Members could  
18 not reasonably have been expected to learn of or discover the  
19 safety defect.

20           305. In failing to disclose the defective nature of the transmissions,  
21 Defendant knowingly and intentionally concealed material facts and breached its  
22 duty not to do so.

23           306. The facts Defendant concealed from or did not disclose to Plaintiffs  
24 and the Class Members are material in that a reasonable consumer would have  
25 considered them to be important in deciding whether to purchase or lease the  
26 Class Vehicles or pay less. Had Plaintiffs and other Class Members known that  
27 the Class Vehicles’ transmissions were defective, they would not have purchased  
28 or leased the Class Vehicles or would have paid less for them.



1 misrepresentations, owners and/or lessees of the Class Vehicles suffered an  
2 ascertainable loss of money, property, and/or value of their Class Vehicles.  
3 Additionally, as a result of the Transmission Defect, Plaintiffs and the Class  
4 Members were harmed and suffered actual damages in that the Class Vehicles’  
5 transmissions are substantially certain to fail before their expected useful life has  
6 run.

7 315. California Business & Professions Code § 17200 prohibits acts of  
8 “unfair competition,” including any “unlawful, unfair or fraudulent business act  
9 or practice” and “unfair, deceptive, untrue or misleading advertising.”

10 316. Plaintiffs and the Class Members are reasonable consumers who do  
11 not expect their transmissions to exhibit transmission slips, kicking forward,  
12 jerking, increased stopping times, premature internal wear, delayed acceleration,  
13 and, eventually, transmission failure.

14 317. Defendant knew the Class Vehicles and their transmissions suffered  
15 from inherent defects, were defectively designed or manufactured, would fail  
16 prematurely, and were not suitable for their intended use.

17 318. In failing to disclose the defects with the transmission, Defendant  
18 has knowingly and intentionally concealed material facts and breached its duty  
19 not to do so.

20 319. Defendant was under a duty to Plaintiffs and the Class Members to  
21 disclose the defective nature of the Class Vehicles and their transmissions:

- 22 (a) Defendant was in a superior position to know the true state of  
23 facts about the safety defect in the Class Vehicles’  
24 transmissions;
- 25 (b) Defendant made partial disclosures about the quality of the  
26 Class Vehicles without revealing the defective nature of the  
27 Class Vehicles and their transmissions; and
- 28 (c) Defendant actively concealed the defective nature of the Class

1 Vehicles and their transmissions from Plaintiffs and the Class.

2 320. The facts Defendant concealed from or not disclosed to Plaintiffs  
3 and the Class Members are material in that a reasonable person would have  
4 considered them to be important in deciding whether to purchase or lease Class  
5 Vehicles. Had Plaintiffs and other Class Members known that the Class  
6 Vehicles' transmissions were defective and posed a safety hazard, then Plaintiffs  
7 and the other Class Members would not have purchased or leased Class Vehicles  
8 equipped with transmissions, or would have paid less for them.

9 321. Defendant continued to conceal the defective nature of the Class  
10 Vehicles and their transmissions even after Class Members began to report  
11 problems. Indeed, Defendant continues to cover up and conceal the true nature  
12 of the problem.

13 322. Defendant's conduct was and is likely to deceive consumers.

14 323. Defendant's acts, conduct and practices were unlawful, in that they  
15 constituted:

- 16 (a) Violations of the California Consumer Legal Remedies Act;
- 17 (b) Violations of the Song-Beverly Consumer Warranty Act; and
- 18 (c) Violations of the express warranty provisions of California  
19 Commercial Code section 2313.

20 324. By its conduct, Defendant has engaged in unfair competition and  
21 unlawful, unfair, and fraudulent business practices.

22 325. Defendant's unfair or deceptive acts or practices occurred  
23 repeatedly in Defendant's trade or business, and were capable of deceiving a  
24 substantial portion of the purchasing public.

25 326. As a direct and proximate result of Defendant's unfair and deceptive  
26 practices, Plaintiffs and the Class have suffered and will continue to suffer actual  
27 damages.

28 327. Defendant has been unjustly enriched and should be required to

1 make restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of  
2 the Business & Professions Code.

3 **FOURTH CAUSE OF ACTION**

4 **Breach of Implied Warranty Pursuant to Song-Beverly**  
5 **Consumer Warranty Act – Cal. Civ. Code §§ 1792 and 1791.1, *et seq.***  
6 **(On Behalf of the Nationwide Class or,**  
7 **Alternatively, the California Implied Warranty Sub-Class)**

8 328. Plaintiffs incorporate by reference the allegations contained in the  
9 preceding paragraphs of this Complaint.

10 329. Plaintiffs bring this cause of action against Defendant on behalf of  
11 themselves and on behalf of the members of the Implied Warranty Sub-Class.

12 330. Defendant was at all relevant times the manufacturer, distributor,  
13 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to  
14 know of the specific use for which the Class Vehicles were purchased or leased.

15 331. Defendant provided Plaintiffs and Class Members with an implied  
16 warranty that the Class Vehicles and their components and parts are  
17 merchantable and fit for the ordinary purposes for which they were sold.  
18 However, the Class Vehicles are not fit for their ordinary purpose of providing  
19 reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles  
20 and their transmissions suffered from an inherent defect at the time of sale and  
21 thereafter are not fit for their particular purpose of providing safe and reliable  
22 transportation.

23 332. Defendant impliedly warranted that the Class Vehicles were of  
24 merchantable quality and fit for such use. This implied warranty included,  
25 among other things: (i) a warranty that the Class Vehicles and their  
26 transmissions were manufactured, supplied, distributed, and/or sold by Ford  
27 were safe and reliable for providing transportation; and (ii) a warranty that the  
28 Class Vehicles and their transmissions would be fit for their intended use while

1 the Class Vehicles were being operated.

2 333. Contrary to the applicable implied warranties, the Class Vehicles  
3 and their transmissions at the time of sale and thereafter were not fit for their  
4 ordinary and intended purpose of providing Plaintiffs and the Class Members  
5 with reliable, durable, and safe transportation. Instead, the Class Vehicles are  
6 defective, including, but not limited to, the defective design and manufacture of  
7 their transmissions.

8 334. As a result of Defendant's breach of the applicable implied  
9 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable  
10 loss of money, property, and/or value of their Class Vehicles. Additionally, as a  
11 result of the Transmission Defect, Plaintiffs and the Class Members were harmed  
12 and suffered actual damages in that the Class Vehicles' transmissions are  
13 substantially certain to fail before their expected useful life has run.

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

17 **FIFTH CAUSE OF ACTION**

18 **Breach of Express Warranty – Cal. Comm. Code § 2313**

19 **(On Behalf of the California Sub-Class)**

20 336. Plaintiffs incorporate by reference the allegations contained in the  
21 preceding paragraphs of this Complaint.

22 337. Plaintiff Cusick brings this cause of action on behalf of herself and  
23 on behalf of the California Sub-Class.

24 338. As a result of Defendant's breach of the applicable express  
25 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable  
26 loss of money, property, and/or value of their Class Vehicles. Additionally, as a  
27 result of the Transmission Defect, Plaintiff and the Class Members were harmed  
28 and suffered actual damages in that the Class Vehicles' transmissions are



1 substantially certain to fail before their expected useful life has run.

2 339. Defendant provided all purchasers and lessees of the Class Vehicles  
3 with the express warranty described herein, which became a material part of the  
4 bargain. Accordingly, Defendant’s express warranty is an express warranty  
5 under California law.

6 340. Defendant manufactured and/or installed the transmission and its  
7 component parts in the Class Vehicles and the transmission and its component  
8 parts are covered by the express warranty.

9 341. Ford provided all purchasers and lessees of the Class Vehicles with  
10 a New Vehicle “Bumper to Bumper” Limited Warranty and a Powertrain  
11 Limited Warranty with the purchase or lease of the Class Vehicles. In this  
12 Bumper to Bumper Limited Warranty, Ford expressly warranted that its dealers  
13 would “without charge, repair, replace, or adjust all parts on your vehicle that  
14 malfunction or fail during normal use during the applicable coverage period due  
15 to a manufacturing defect in factory-supplied materials or factory workmanship”  
16 if the vehicle is properly operated and maintained and was taken to a Ford  
17 dealership for a warranty repair during the warranty period. Under this “Bumper  
18 to Bumper Coverage,” Ford promised to cover “all parts on [the] vehicle” “for  
19 three years – unless you drive more than 36,000 miles before three years elapse.  
20 In that case, your coverage ends at 36,000 miles.”

21 342. Furthermore, under the Powertrain Limited Warranty, Ford  
22 expressly warranted that it would cover listed powertrain components under its  
23 Powertrain Limited Warranty, including transmission components including the  
24 “Transmission: all internal parts, clutch cover, seals and gaskets, torque  
25 converter, transfer case (including all internal parts), transmission case,  
26 transmission mounts” “for five years or 60,000 miles, whichever occurs first.”

27 343. On information and belief, Defendant breached the express warranty  
28 by:

- 1 a. Extending a 3 year/36,000 mile Bumper to Bumper Limited  
2 Warranty and 5 year/60,000 mile Powertrain Limited  
3 Warranty with the purchase or lease of the Class Vehicles,  
4 thereby warranting to repair or replace any part defective in  
5 material or workmanship, including the subject transmission,  
6 at no cost to the owner or lessee;
- 7 b. Selling and leasing Class Vehicles with transmissions that  
8 were defective in material and workmanship, requiring repair  
9 or replacement within the warranty period;
- 10 c. Refusing to honor the express warranty by repairing or  
11 replacing, free of charge, the transmission or any of its  
12 component parts or programming and instead charging for  
13 repair and replacement parts; and
- 14 d. Purporting to repair the transmission and its component parts  
15 by replacing the defective transmission components with the  
16 same defective components and/or instituting temporary fixes,  
17 on information and belief, to ensure that the Transmission  
18 Defect manifests outside of the Class Vehicles' express  
19 warranty period.

20 344. Plaintiff was not required to notify Ford of the breach because  
21 affording Ford a reasonable opportunity to cure its breach of written warranty  
22 would have been futile. Defendant was also on notice of the defect from the  
23 complaints and service requests it received from Class Members, from repairs  
24 and/or replacements of the transmission or a component thereof, and through  
25 other internal sources.

26 345. As a direct and proximate cause of Defendant's breach, Plaintiff and  
27 the other Class Members suffered damages and continue to suffer damages,  
28 including economic damages at the point of sale or lease. Additionally, Plaintiff

1 and the other Class Members either have incurred or will incur economic  
2 damages at the point of repair in the form of the cost of repair.

3 346. Additionally, Ford breached the express warranty by performing  
4 illusory repairs. Rather than repairing the vehicles pursuant to the express  
5 warranty, Ford falsely informed class members that there was no problem with  
6 their vehicle, performed ineffective software flashes, or replaced defective  
7 components in the PowerShift Transmissions with equally defective components,  
8 without actually repairing the vehicles.

9 347. Plaintiffs and the other Class Members are entitled to legal and  
10 equitable relief against Defendant, including actual damages, consequential  
11 damages, specific performance, attorneys' fees, costs of suit, and other relief as  
12 appropriate.

13 **SIXTH CAUSE OF ACTION**

14 **Violation of Colorado Consumer Protection Act – Colo. Rev. Stat. §§ 6-1-**  
15 **101, et seq.**

16 **(On Behalf of the Colorado Sub-Class)**

17 348. Plaintiffs incorporate by reference the allegations contained in the  
18 preceding paragraphs of this Complaint.

19 349. Plaintiff Patricia Soltesiz (the “Colorado Plaintiff”) brings this cause  
20 of action on behalf of herself and on behalf of the members of the Colorado Sub-  
21 Class.

22 350. Defendant is a “person” as defined by the Colorado Consumer  
23 Protection Act, Colo. Rev. Stat. § 6-1-102.

24 351. Colorado’s Consumer Protection Act (the “CCPA”) prohibits a  
25 person from engaging in a “deceptive trade practice,” including “knowingly  
26 mak[ing] a false representation as to the characteristics, ingredients, uses,  
27 benefits, alterations, or quantities of goods [...]” “represent[ing] that goods,  
28 good, services, or property are of a particular standard, quality, or grade, [...] if

1 he knows or should know that they are of another;” and “advertis[ing] goods,  
2 services, or property with intent not to sell them as advertised.” Colo. Rev. Stat.  
3 § 6-1-105(1)(e), (g), and (i).

4 352. By failing to disclose and concealing the defective nature of the  
5 transmissions from Colorado Plaintiff and other Colorado Sub-class Members,  
6 Defendant violated the CCPA, as it represented that the Class Vehicles and their  
7 transmissions had characteristics and benefits that they do not have; represented  
8 that the Class Vehicles and their transmissions were of a particular standard,  
9 quality, or grade when they were of another; advertised Class Vehicles with the  
10 intent not to sell them as advertised; and otherwise engaged in conduct likely to  
11 deceive.

12 353. Defendant’s unfair and deceptive acts or practices occurred  
13 repeatedly in Defendant’s trade or business, were capable of deceiving a  
14 substantial portion of the purchasing public, and imposed a serious safety risk on  
15 the public.

16 354. Defendant knew that the Class Vehicles and their transmissions  
17 suffered from an inherent defect, were defectively designed or manufactured, and  
18 were not suitable for their intended use.

19 355. As a result of Defendant’s omissions and/or misrepresentations,  
20 owners and/or lessees of the Class Vehicles suffered an ascertainable loss of  
21 money, property, and/or value of their Class Vehicles. Additionally, as a result  
22 of the Transmission Defect, Plaintiffs and the Class Members were harmed and  
23 suffered actual damages in that the Class Vehicles’ transmissions are  
24 substantially certain to fail before their expected useful life has run.

25 356. Defendant’s conduct was the direct and proximate cause of  
26 Colorado Plaintiff and other Colorado Sub-Class Members injuries.

27 357. As a result of Defendant’s conduct, Colorado Plaintiff and Colorado  
28 Sub-Class Members were harmed and suffered actual damages in that the Class

1 Vehicles experienced and will continue to experience transmission slips, kicking  
2 forward, jerking, increased stopping times, premature internal wear, delayed  
3 acceleration, and, eventually, transmission failure.

4 **SEVENTH CAUSE OF ACTION**

5 **Violation of Illinois Consumer Fraud and Deceptive Business Practices Act**  
6 **– 815 ILCS 505/1, *et seq.* and 720 ILCS 295/1A**  
7 **(On Behalf of the Illinois Sub-Class)**

8 358. Plaintiffs incorporate by reference the allegations contained in the  
9 preceding paragraphs of this Complaint.

10 359. Plaintiff Lindsay Schmidt (the “Illinois Plaintiff”) brings this cause  
11 of action on behalf of herself and on behalf of the members of the Illinois Sub-  
12 Class.

13 360. Defendant is a “person” as defined by Illinois Compiled Statutes,  
14 815 ILCS 505/1(c).

15 361. Illinois Plaintiff and Illinois Sub-class Members are “consumers”  
16 within the meaning of Illinois Compiled Statutes, 815 ILCS 505/1(e) because  
17 they purchased their Class Vehicles primarily for personal, family or household  
18 use.

19 362. The Illinois Consumer Fraud and Deceptive Business Practices Act  
20 (“Illinois CFA”) prohibits “unfair or deceptive acts or practices, including but  
21 not limit to the use or employment of any deception, fraud, false pretense, false  
22 promise, misrepresentation or the concealment, suppression or omission of any  
23 material fact, with intent that other rely upon the concealment, suppression or  
24 omission of such material fact ... in the conduct of trade or commerce ...  
25 whether any person has in fact been misled, deceived or damaged thereby.” 815  
26 ILCS 505/2.

27 363. By failing to disclose and concealing the defective nature of the  
28 transmissions from Illinois Plaintiff and other Illinois Sub-class Members,

1 Defendant violated the Illinois CFA, as it represented that the Class Vehicles and  
2 their transmissions had characteristics and benefits that they do not have,  
3 represented that the Class Vehicles and their transmissions were of a particular  
4 standard, quality, or grade when they were of another, and otherwise engaged in  
5 conduct likely to deceive.

6 364. Defendant's unfair and deceptive acts or practices occurred  
7 repeatedly in Defendant's trade or business, were capable of deceiving a  
8 substantial portion of the purchasing public, and imposed a serious safety risk on  
9 the public.

10 365. Defendant intended for Illinois Plaintiff and other Illinois Sub-Class  
11 Members to rely on its aforementioned unfair and deceptive acts and practices,  
12 and such unfair and deceptive acts and practices occurred in the course of  
13 conduct involving trade or commerce.

14 366. Defendant knew that the Class Vehicles and their transmissions  
15 suffered from an inherent defect, were defectively designed or manufactured, and  
16 were not suitable for their intended use.

17 367. As a result of their reliance on Defendant's omissions and/or  
18 misrepresentations, owners and/or lessees of the Class Vehicles suffered an  
19 ascertainable loss of money, property, and/or value of their Class Vehicles.  
20 Additionally, as a result of the Transmission Defect, Plaintiffs and the Class  
21 Members were harmed and suffered actual damages in that the Class Vehicles'  
22 transmissions are substantially certain to fail before their expected useful life has  
23 run.

24 368. Defendant was under a duty to Plaintiffs and the Class Members to  
25 disclose the defective nature of the transmissions and/or the associated repair  
26 costs because:

27 369. Defendant was in a superior position to know the true state of facts  
28 about the safety defect in the Class Vehicles' transmissions;

1           370. Plaintiffs and the Class Members could not reasonably have been  
2 expected to learn or discover that their transmissions had a dangerous safety  
3 defect until it manifested; and

4           371. Defendant knew that Plaintiffs and the Class Members could not  
5 reasonably have been expected to learn of or discover the safety defect.

6           372. In failing to disclose the defective nature of the transmissions,  
7 Defendant knowingly and intentionally concealed material facts and breached its  
8 duty not to do so.

9           373. The facts Defendant concealed from or did not disclose to Illinois  
10 Plaintiff and the Illinois Sub-Class Members are material in that a reasonable  
11 consumer would have considered them to be important in deciding whether to  
12 purchase or lease the Class Vehicles or pay less. Had Illinois Plaintiff and other  
13 Illinois Sub-Class Members known that the Class Vehicles' transmissions were  
14 defective, they would not have purchased or leased the Class Vehicles or would  
15 have paid less for them.

16           374. Illinois Plaintiff and the Illinois Sub-Class members are reasonable  
17 consumers who do not expect the transmissions installed in their vehicles to  
18 exhibit transmission slips, kicking forward, jerking, premature internal wear,  
19 delayed acceleration, and/or difficulty in stopping the vehicle. This is the  
20 reasonable and objective consumer expectation relating to vehicle transmissions.

21           375. As a result of Defendant's conduct, Illinois Plaintiff and Illinois  
22 Sub-Class Members were harmed and suffered actual damages in that the Class  
23 Vehicles experienced and will continue to experience transmission slips, kicking  
24 forward, jerking, increased stopping times, premature internal wear, delayed  
25 acceleration, and, eventually, transmission failure.

26           376. As a result of Defendant's acts and practices, Illinois Plaintiff and  
27 other Illinois Sub-Class Members have been damaged in an amount to be proven  
28 at trial, including, but not limited to, actual damages, and reasonable costs and

1 attorneys' fees pursuant to 815 ILCS 505/10a.

2 **EIGHTH CAUSE OF ACTION**

3 **Violations of the New Jersey Consumer Fraud Act –**

4 **N.J. Stat. Ann. § 56:8-1, et seq.**

5 **(On Behalf of the New Jersey Sub-Class)**

6 377. Plaintiffs repeat and re-allege every allegation above as if set forth  
7 herein in full.

8 378. The New Jersey Consumer Fraud Act, N.J. STAT. ANN. §§ 56:8-1,  
9 et seq. (“NJCFA”) protects consumers against “any unconscionable commercial  
10 practice, deception, fraud, false pretense, false promise, misrepresentation, or the  
11 knowing, concealment, suppression, or omission of any material fact with intent  
12 that others rely upon such concealment, suppression or omission, in connection  
13 with the sale or advertisement of any merchandise...” N.J.S.A. 56:8-2.

14 379. Plaintiffs and members of the Class are consumers who purchased  
15 and/or leased Vehicles for personal, family or household use.

16 380. In the course of Defendant’s business, it failed to disclose and  
17 actively concealed the Transmission Defect in the Vehicles as described above.  
18 Accordingly, Defendant has engaged in unfair and deceptive trade practices,  
19 including representing that the Vehicles have characteristics, uses, benefits, and  
20 qualities which they do not have; representing that the Vehicles are of a  
21 particular standard and quality when they are not; advertising the Vehicles with  
22 the intent to not sell them as advertised; and otherwise engaging in conduct  
23 likely to deceive.

24 381. Defendant’s acts and practices, as described herein, offend  
25 established public policy because of the harm they cause to consumers,  
26 motorists, and pedestrians outweighs any benefit associated with such practices,  
27 and because Defendant concealed the defective nature of the Vehicles from  
28 consumers.





1 “[f]alse advertising in the conduct of any business, trade or commerce[.]” False  
2 advertising includes “advertising, including labeling, of a commodity ... if such  
3 advertising is misleading in a material respect,” taking into account “the extent  
4 to which the advertising fails to reveal facts material in the light of ...  
5 representations [made] with respect to the commodity....” N.Y. Gen. Bus. Law  
6 § 350-a.

7 391. Defendant’s representations, as alleged above, were and are material  
8 to a reasonable consumer and are likely to affect consumer behavior and  
9 conduct.

10 392. Defendant’s act and practices offended public policy and violate  
11 numerous state and federal laws.

12 393. Defendant’s intentional deception of consumers was immoral,  
13 unethical, oppressive, and unscrupulous.

14 394. Defendant’s conduct has caused and continues to cause substantial  
15 injury to Plaintiff Schwennker, New York consumers, and others because, as  
16 alleged above, consumers paid a premium for Class Vehicles based on  
17 representations about their efficiency, functionality, safety and performance.  
18 That injury is not outweighed by any countervailing public policy that could  
19 justify Defendant’s deceptive practices.

20 395. Because Plaintiff Schwennker and other members of the New York  
21 Sub-Class reasonably relied on Defendant’s misrepresentations about the  
22 Vehicles, they could not have reasonably avoided that injury.

23 396. Defendant’s conduct has not resulted in any benefit to consumers or  
24 competition.

25 397. Defendant’s unfair, deceptive practices and false advertising  
26 directly, foreseeably, and proximately caused Plaintiff Schwennker and other  
27 members of the New York Sub-Class an ascertainable loss because those  
28 consumers paid a premium for what they thought were efficient, smooth

1 performing, durable, operable, safe vehicles.

2 **TENTH CAUSE OF ACTION**

3 **Violation of the Oregon Unlawful Trade Practices Act – Or. Rev. Stat. §§**  
4 **646.605, et seq.**

5 **(On Behalf of the Oregon Sub-Class)**

6 398. Plaintiffs incorporate by reference the allegations contained in the  
7 preceding paragraphs of this Complaint.

8 399. Plaintiff Christi Groshong (the “Oregon Plaintiff”) brings this cause  
9 of action on behalf of herself and on behalf of the members of the Oregon Sub-  
10 Class.

11 400. Defendant was at all relevant times a person within the meaning of  
12 Or. Rev. Stat § 646.605(4).

13 401. The Class Vehicles at issue are “goods” obtained primarily for  
14 personal, family, or household purposes within the meaning of Or. Rev. Stat. §  
15 646.605(6).

16 402. The Oregon Unlawful Trade Practices Act (“Oregon UTPA”)  
17 prohibits a person from, in the course of the person’s business, doing any of the  
18 following: “(e) Represent[ing] that real estate, goods or services have  
19 sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or  
20 qualities that the real estate, goods or services do not have [...]; (g)  
21 Represent[ing] that real estate, goods or services are of a particular standard,  
22 quality, or grade,[...], if the real estate, goods or services are of another; (i)  
23 Advertis[ing] real estate, goods or services with intent not to provide the real  
24 estate, goods or services as advertised[...];” and “(u) Engag[ing] in any other  
25 unfair or deceptive conduct in trade or commerce.” Or. Rev. Stat. § 646.608(1).

26 403. By failing to disclose and concealing the defective nature of the  
27 transmissions from Oregon Plaintiff and Oregon Sub-Class Members, Defendant  
28 violated the Oregon UTPA, as it represented that the Class Vehicles and their

1 transmissions had characteristics, benefits, and qualities that they do not have,  
2 represented that the Class Vehicles and their transmissions were of a particular  
3 standard, quality, or grade when they were of another, advertised Class Vehicles  
4 with the intent not to sell them as advertised, and otherwise engaged in conduct  
5 likely to deceive.

6 404. Defendant's unlawful or deceptive acts or practices were likely to  
7 and did in fact deceive reasonable consumers; including Plaintiff, about the true  
8 performance and characteristics of the PowerShift Transmission.

9 405. Defendant intended for Oregon Plaintiff and other Oregon Sub-  
10 Class Members to rely on its aforementioned unlawful practices, and such  
11 unlawful practices occurred in the course of conduct involving trade or  
12 commerce.

13 406. Defendant knew that the Class Vehicles and their transmissions  
14 suffered from an inherent defect, were defectively designed or manufactured, and  
15 were not suitable for their intended use.

16 407. As a result of their reliance on Defendant's omissions and/or  
17 misrepresentations, owners and/or lessees of the Class Vehicles suffered an  
18 ascertainable loss of money, property, and/or value of their Class Vehicles.  
19 Additionally, as a result of the Transmission Defect, Plaintiffs and the Class  
20 Members were harmed and suffered actual damages in that the Class Vehicles'  
21 transmissions are substantially certain to fail before their expected useful life has  
22 run.

23 408. Defendant was under a duty to Oregon Plaintiff and the Oregon  
24 Sub-Class Members to disclose the defective nature of the transmissions and/or  
25 the associated repair costs because:

26 409. Defendant was in a superior position to know the true state of facts  
27 about the safety defect in the Class Vehicles' transmissions;

28 410. Oregon Plaintiff and the Oregon Sub-Class Members could not

1 reasonably have been expected to learn or discover that their transmissions had a  
2 dangerous safety defect until it manifested; and

3 411. Defendant knew that Oregon Plaintiff and the Oregon Sub-Class  
4 Members could not reasonably have been expected to learn of or discover the  
5 safety defect.

6 412. In failing to disclose the defective nature of the transmissions,  
7 Defendant knowingly and intentionally concealed material facts and breached its  
8 duty not to do so.

9 413. The facts Defendant concealed from or did not disclose to Oregon  
10 Plaintiff and the Oregon Sub-Class Members are material in that a reasonable  
11 consumer would have considered them to be important in deciding whether to  
12 purchase or lease the Class Vehicles or pay less. Had Oregon Plaintiff and other  
13 Oregon Sub-Class Members known that the Class Vehicles' transmissions were  
14 defective, they would not have purchased or leased the Class Vehicles or would  
15 have paid less for them.

16 414. Oregon Plaintiff and the Oregon Sub-Class Members are reasonable  
17 consumers who do not expect the transmissions installed in their vehicles to  
18 exhibit transmission slips, kicking forward, jerking, premature internal wear,  
19 delayed acceleration, and/or difficulty in stopping the vehicle. This is the  
20 reasonable and objective consumer expectation relating to vehicle transmissions.

21 415. As a result of Defendant's conduct, Oregon Plaintiff and Oregon  
22 Sub-Class Members were harmed and suffered actual damages in that the Class  
23 Vehicles experienced and will continue to experience transmission slips, kicking  
24 forward, jerking, increased stopping times, premature internal wear, delayed  
25 acceleration, and, eventually, transmission failure.

26 416. As a result of Defendant's acts and practices, Oregon Plaintiff and  
27 other Oregon Sub-Class Members are entitled to recover the greater or actual  
28 damages or \$200 and reasonable attorneys' fees and costs, pursuant to Or. Rev.

1 Stat. § 646.638.

2 **ELEVENTH CAUSE OF ACTION**

3 **Violation of the Pennsylvania Unfair Trade Practices and**

4 **Consumer Protection Law – 73 P.S. § 201-1, et seq.**

5 **(On Behalf of the Pennsylvania Sub-Class)**

6 417. Plaintiffs incorporate by reference all preceding allegations as  
7 though fully set forth herein.

8 418. Plaintiffs Jason Porterfield, Jamie Porterfield, and Abigail Fisher  
9 (the “Pennsylvania Plaintiffs”) assert this claim on behalf of themselves and the  
10 other members of the Pennsylvania Sub-Class.

11 419. The Pennsylvania Plaintiffs and the Pennsylvania Sub-Class  
12 purchased or leased their Class Vehicles primarily for personal, family or  
13 household purposes within the meaning of 73 P.S. § 201-9.2.

14 420. All of the acts complained of herein were perpetrated by Defendant  
15 in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).

16 421. The Pennsylvania Unfair Trade Practices and Consumer Protection  
17 Law (“UTPCPL”) prohibits unfair or deceptive acts or practices, including: (i)  
18 “Representing that goods or services have ... characteristics, .... [b]enefits or  
19 qualities that they do not have;” (ii) “Representing that goods or services are of a  
20 particular standard, quality or grade ... if they are of another;” (iii) “Advertising  
21 goods or services with intent not to sell them as advertised;” and (iv) “Engaging  
22 in any other fraudulent or deceptive conduct which creates a likelihood of  
23 confusion or misunderstanding.” 73 P.S. § 201-2(4).

24 422. Defendant engaged in unlawful trade practices, including  
25 representing that Class Vehicles have characteristics, uses, benefits, and qualities  
26 which they do not have; representing that Class Vehicles are of a particular  
27 standard and quality when they are not; advertising Class Vehicles with the  
28 intent not to sell them as advertised; and engaging in any other fraudulent or

1 deceptive conduct which creates a likelihood of confusion or of  
2 misunderstanding.

3 423. In the course of its business, Defendant concealed the Transmission  
4 Defect as described herein and otherwise engaged in activities with a tendency or  
5 capacity to deceive. Defendant also engaged in unlawful trade practices by  
6 employing deception, deceptive acts or practices, fraud, misrepresentations, or  
7 concealment, suppression or omission of any material fact with intent that others  
8 rely upon such concealment, suppression or omission, in connection with the sale  
9 of Class Vehicles.

10 424. Defendant has known of the Transmission Defect and the true nature  
11 of its PowerShift transmission system when it sold the Vehicles, but concealed  
12 all of that information.

13 425. By failing to disclose and by actively concealing the Transmission  
14 Defect and the true nature of its PowerShift transmission system, by marketing  
15 its vehicles as safe, reliable, easily operable, efficient, and of high quality, and by  
16 presenting itself as a reputable manufacturer that valued safety, cleanliness,  
17 performance and efficiency, and stood behind its vehicles after they were sold,  
18 Defendant engaged in unfair and deceptive business practices in violation of the  
19 UTPCPL.

20 426. Defendant's unfair or deceptive acts or practices were likely to and  
21 did in fact deceive reasonable consumers, including the Pennsylvania Plaintiffs,  
22 about the true performance and characteristics of the Class Vehicles.

23 427. Defendant intentionally and knowingly misrepresented material  
24 facts regarding the Class Vehicles with intent to mislead the Pennsylvania  
25 Plaintiffs and the Pennsylvania Sub-Class.

26 428. Defendant knew or should have known that its conduct violated the  
27 UTPCPL.

28 429. Because Defendant fraudulently concealed the Transmission Defect,

1 the value of the Class Vehicles has greatly diminished.

2 430. Defendant's concealment of the true characteristics of the  
3 PowerShift Transmission was material to the Pennsylvania Plaintiffs and the  
4 Pennsylvania Sub-Class.

5 431. The Pennsylvania Plaintiffs and the Pennsylvania Sub-Class  
6 suffered ascertainable loss caused by Defendant's misrepresentations and its  
7 concealment of and failure to disclose material information.

8 432. Defendant had an ongoing duty to all its customers to refrain from  
9 unfair and deceptive acts or practices under the UTPCPL. All owners of Class  
10 Vehicles suffered ascertainable loss in the form of the diminished value of their  
11 vehicles as a result of Defendant's deceptive and unfair acts and practices that  
12 occurred in the course of Defendant's business.

13 433. As a direct and proximate result of Defendant's violations of the  
14 UTPCPL, the Pennsylvania Plaintiffs and the Pennsylvania Sub-Class have  
15 suffered injury-in-fact and/or actual damage.

16 434. Defendant is liable to the Pennsylvania Plaintiffs and the  
17 Pennsylvania Sub-Class for treble their actual damages or \$100, whichever is  
18 greater, and attorneys' fees and costs. *See* 73 P.S. § 201-9.2(a). The  
19 Pennsylvania Plaintiffs and the Pennsylvania Sub-Class are also entitled to an  
20 award of punitive damages given that Defendant's conduct was malicious,  
21 wanton, willful, oppressive, or exhibited a reckless indifference to the rights of  
22 others.

23 **TWELFTH CAUSE OF ACTION**

24 **Violation of the Washington Consumer Protection Act – Wash. Rev.**  
25 **Code § 19.86.10 et seq.**

26 **(On Behalf of the Washington Sub-Class)**

27 435. Plaintiffs incorporate by reference all preceding allegations as  
28 though fully set forth herein.



1           436. Plaintiff Eric Dufour (the “Washington Plaintiff”) asserts this claim  
2 on behalf of himself and the other members of the Washington Sub-Class.

3           437. All of the acts complained of herein were perpetrated by Defendant  
4 in the course of trade or commerce within the meaning of RCW § 19.86.020.

5           438. The Washington Consumer Protection Act (“WCPA”) prohibits  
6 unfair or deceptive acts or practices. Defendant engaged in unlawful trade  
7 practices, including representing that Class Vehicles have characteristics, uses,  
8 benefits, and qualities which they do not have; representing that Class Vehicles  
9 are of a particular standard and quality when they are not; advertising Class  
10 Vehicles with the intent not to sell them as advertised; and engaging in any other  
11 fraudulent or deceptive conduct which creates a likelihood of confusion or of  
12 misunderstanding.

13           439. In the course of its business, Defendant concealed the Transmission  
14 Defect as described herein and otherwise engaged in activities with a tendency or  
15 capacity to deceive. Defendant also engaged in unlawful trade practices by  
16 employing deception, deceptive acts or practices, fraud, misrepresentations, or  
17 concealment, suppression or omission of any material fact with intent that others  
18 rely upon such concealment, suppression or omission, in connection with the sale  
19 of Class Vehicles.

20           440. Defendant has known of the Transmission Defect and the true nature  
21 of its PowerShift transmission system when it sold the Vehicles, but concealed  
22 all of that information.

23           441. By failing to disclose and by actively concealing the Transmission  
24 Defect and the true nature of its PowerShift transmission system, by marketing  
25 its vehicles as safe, reliable, easily operable, efficient, and of high quality, and by  
26 presenting itself as a reputable manufacturer that valued safety, cleanliness,  
27 performance and efficiency, and stood behind its vehicles after they were sold,  
28 Defendant engaged in unfair and deceptive business practices in violation of the

1 WCPA.

2 442. Defendant knew or should have known that its conduct violated the  
3 WCPA.

4 443. Because Defendant fraudulently concealed the Transmission Defect,  
5 the value of the Class Vehicles has greatly diminished.

6 444. The Washington Plaintiff and the Washington Sub-Class suffered  
7 ascertainable loss caused by Defendant's misrepresentations and its concealment  
8 of and failure to disclose material information.

9 445. Defendant had an ongoing duty to all its customers to refrain from  
10 unfair and deceptive acts or practices under the WCPA. All owners of Class  
11 Vehicles suffered ascertainable loss in the form of the diminished value of their  
12 vehicles as a result of Defendant's deceptive and unfair acts and practices that  
13 occurred in the course of Defendant's business.

14 446. As a direct and proximate result of Defendant's violations of the  
15 WCPA, the Washington Plaintiffs and the Washington Sub-Class have suffered  
16 injury-in-fact and/or actual damage, in an amount to be determined at trial,  
17 including attorneys' fees, costs, and treble damages.

18 **THIRTEENTH CAUSE OF ACTION**

19 **Breach of Implied Warranty of Merchantability**

20 **Wash. Rev. Code § 62A.2-614**

21 **(On Behalf of the Washington Sub-Class)**

22 447. Plaintiffs incorporate by reference the allegations contained in the  
23 preceding paragraphs of this Complaint.

24 448. Plaintiff Eric Dufour (the "Washington Plaintiff") brings this cause  
25 of action against Defendant on behalf of themselves and on behalf of the other  
26 members of the Washington Sub-Class.

27 449. Defendant was at all relevant times the manufacturer, distributor,  
28 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to

1 know of the specific use for which the Class Vehicles were purchased or leased.

2 450. Defendant provided Washington Plaintiff and Class Members with  
3 an implied warranty that the Class Vehicles and their components and parts are  
4 merchantable and fit for the ordinary purposes for which they were sold.

5 However, the Class Vehicles are not fit for their ordinary purpose of providing  
6 reasonably reliable and safe transportation because, inter alia, the Class Vehicles  
7 and their transmissions suffered from an inherent defect at the time of sale and  
8 thereafter are not fit for their particular purpose of providing safe and reliable  
9 transportation.

10 451. Defendant impliedly warranted that the Class Vehicles were of  
11 merchantable quality and fit for such use. This implied warranty included,  
12 among other things: (i) a warranty that the Class Vehicles and their  
13 transmissions were manufactured, supplied, distributed, and/or sold by Ford  
14 were safe and reliable for providing transportation; and (ii) a warranty that the  
15 Class Vehicles and their transmissions would be fit for their intended use while  
16 the Class Vehicles were being operated.

17 452. Contrary to the applicable implied warranties, the Class Vehicles  
18 and their transmissions at the time of sale and thereafter were not fit for their  
19 ordinary and intended purpose of providing Plaintiffs and the Class Members  
20 with reliable, durable, and safe transportation. Instead, the Class Vehicles are  
21 defective, including, but not limited to, the defective design and manufacture of  
22 their transmissions.

23 453. As a result of Defendant's breach of the applicable implied  
24 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable  
25 loss of money, property, and/or value of their Class Vehicles. Additionally, as a  
26 result of the Transmission Defect, Plaintiffs and the Class Members were harmed  
27 and suffered actual damages in that the Class Vehicles' transmissions are  
28 substantially certain to fail before their expected useful life has run.

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

4 **FOURTEENTH CAUSE OF ACTION**

5 **Breach of Warranty under the Magnuson-Moss**

6 **Warranty Act – 15 U.S.C. § 2303 *et seq.***

7 **(On Behalf of the Nationwide Class, or, in the Alternative, the State Sub-**  
8 **Classes)**

9 455. Plaintiffs incorporate by reference the allegations contained in the  
10 preceding paragraphs of this Complaint.

11 456. Plaintiffs bring this cause of action on behalf of themselves and on  
12 behalf of all Class Members, or, in the alternative, the California Sub-Class.

13 457. The Class Vehicles are a “consumer product” within the meaning of  
14 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

15 458. Plaintiffs and Class Members are “consumers” within the meaning  
16 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

17 459. Defendant is a “supplier” and “warrantor” within the meaning of the  
18 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

19 460. Defendant's express warranty is a “written warranty” within the  
20 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6).

21 461. Ford provided all purchasers and lessees of the Class Vehicles with  
22 a New Vehicle “Bumper to Bumper” Limited Warranty and a Powertrain  
23 Limited Warranty with the purchase or lease of the Class Vehicles. In this  
24 Bumper to Bumper Limited Warranty, Ford expressly warranted that its dealers  
25 would “without charge, **repair, replace, or adjust all parts on your vehicle**  
26 **that malfunction or fail** during normal use during the applicable coverage  
27 period due to a manufacturing defect in factory-supplied materials or factory  
28 workmanship” if the vehicle is properly operated and maintained and was taken

1 to a Ford dealership for a warranty repair during the warranty period. Under this  
2 “Bumper to Bumper Coverage,” Ford promised to cover “all parts on [the]  
3 vehicle” “for three years – unless you drive more than 36,000 miles before three  
4 years elapse. In that case, your coverage ends at 36,000 miles.”

5 462. Furthermore, under the Powertrain Limited Warranty, Ford  
6 expressly warranted that it would cover listed powertrain components under its  
7 Powertrain Limited Warranty, including transmission components (including the  
8 “Transmission: all internal parts, clutch cover, seals and gaskets, torque  
9 converter, transfer case (including all internal parts), transmission case,  
10 transmission mounts”) “for five years or 60,000 miles, whichever occurs first.”

11 463. On information and belief, Defendant breached the express warranty  
12 by:

- 13 (a) Extending a 3 year/36,000 mile Bumper to Bumper Limited  
14 Warranty and 5 year/60,000 mile Powertrain Limited  
15 Warranty with the purchase or lease of the Class Vehicles,  
16 thereby warranting to repair or replace any part defective in  
17 material or workmanship, including the subject transmission,  
18 at no cost to the owner or lessee;
- 19 (b) Selling and leasing Class Vehicles with transmissions that  
20 were defective in material and workmanship, requiring repair  
21 or replacement within the warranty period;
- 22 (c) Refusing to honor the express warranty by repairing or  
23 replacing, free of charge, the transmission or any of its  
24 component parts or programming and instead charging for  
25 repair and replacement parts; and
- 26 (d) Purporting to repair the transmission and its component parts  
27 by replacing the defective transmission components with the  
28 same defective components and/or instituting temporary fixes,

1 on information and belief, to ensure that the Transmission  
2 Defect manifests outside of the Class Vehicles' express  
3 warranty period.

4 464. Furthermore, Defendant impliedly warranted that the Class Vehicles  
5 were of merchantable quality and fit for such use. This implied warranty  
6 included, among other things: (i) a warranty that the Class Vehicles and their  
7 transmissions were manufactured, supplied, distributed, and/or sold by Ford  
8 were safe and reliable for providing transportation; and (ii) a warranty that the  
9 Class Vehicles and their transmissions would be fit for their intended use while  
10 the Class Vehicles were being operated.

11 465. Contrary to the applicable implied warranties, the Class Vehicles  
12 and their transmissions at the time of sale and thereafter were not fit for their  
13 ordinary and intended purpose of providing Plaintiffs and Class Members with  
14 reliable, durable, and safe transportation. Instead, the Class Vehicles are  
15 defective, including, but not limited to, the defective design of their  
16 transmissions.

17 466. Defendant's breach of express and implied warranties has deprived  
18 Plaintiffs and Class Members of the benefit of their bargain.

19 467. The amount in controversy of Plaintiffs' individual claims meets or  
20 exceeds the sum or value of \$25,000. In addition, the amount in controversy  
21 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)  
22 computed on the basis of all claims to be determined in this suit.

23 468. Defendant has been afforded a reasonable opportunity to cure its  
24 breach, including when Plaintiffs and Class Members brought their vehicles in  
25 for diagnoses and repair of the transmission.

26 469. As a direct and proximate cause of Defendant's breach of express  
27 and implied warranties, Plaintiffs and Class Members sustained damages and  
28 other losses in an amount to be determined at trial. Defendant's conduct

1 damaged Plaintiffs and Class Members, who are entitled to recover actual  
2 damages, consequential damages, specific performance, diminution in value,  
3 costs, attorneys' fees, and/or other relief as appropriate.

4 470. Additionally, Ford breached the express warranty by performing  
5 illusory repairs. Rather than repairing the vehicles pursuant to the express  
6 warranty, Ford falsely informed class members that there was no problem with  
7 their vehicles, performed ineffective software updates, or replaced defective  
8 components in the PowerShift Transmissions with equally defective components,  
9 without actually repairing the vehicles.

10 471. As a result of Defendant's violations of the Magnuson-Moss  
11 Warranty Act as alleged herein, Plaintiffs and Class Members have incurred  
12 damages.

13 **FIFTEENTH CAUSE OF ACTION**

14 **Breach of Express Warranty**

15 **(On Behalf of the Nationwide Class or,**

16 **Alternatively, each of the State Sub-Classes, Except Washington, Illinois,**  
17 **and Oregon)**

18 472. Plaintiffs repeat and re-allege every allegation above as if set forth  
19 herein in full.

20 473. Plaintiffs bring this cause of action on behalf of themselves and on  
21 behalf of the Nationwide Class, or, in the alternative, on behalf of each of the  
22 State Sub-Classes, except Washington, Illinois and Oregon, against Defendant.

23 474. Defendant expressly warranted that the Vehicles were of high  
24 quality and, at minimum, would actually work properly. Defendant also  
25 expressly warranted that they would repair and/or replace defects in material  
26 and/or workmanship free of charge that occurred during the new vehicle and  
27 certified preowned ("CPO") warranty periods.

28 475. Plaintiffs relied on Defendant's express warranties when purchasing

1 their Vehicles.

2 476. Defendant breached this warranty by selling to Plaintiffs and the  
3 Class members the Vehicles with known Transmission Defects, which are not of  
4 high quality, and which are predisposed to fail prematurely and/or fail to  
5 function properly.

6 477. As a result of Defendant's actions, Plaintiffs and the Class members  
7 have suffered economic damages including, but not limited to, costly repairs,  
8 loss of vehicle use, substantial loss in value and resale value of the vehicles, and  
9 other related damage.

10 478. Defendant's attempt to disclaim or limit these express warranties  
11 vis-à-vis consumers is unconscionable and unenforceable under the  
12 circumstances here. Specifically, Defendant's warranty limitation is  
13 unenforceable because they knowingly sold a defective product without  
14 informing consumers about the defect.

15 479. The time limits contained in Defendant's warranty period were also  
16 unconscionable and inadequate to protect Plaintiffs and members of the Class.  
17 Among other things, Plaintiffs and Class members had no meaningful choice in  
18 determining these time limitations, the terms of which unreasonably favored  
19 Defendant. A gross disparity in bargaining power existed between Defendant and  
20 the Class members, and Defendant knew or should have known that the Vehicles  
21 were defective at the time of sale.

22 480. Plaintiffs and the Class members have complied with all obligations  
23 under the warranty, or otherwise have been excused from performance of said  
24 obligations as a result of Defendant's conduct described herein.

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**SIXTEENTH CAUSE OF ACTION**

**Breach of the Implied Warranty of Merchantability**

**(On Behalf of the Nationwide Class or,**

**Alternatively, each of the State Sub-Classes, Except Illinois)**

481. Plaintiffs repeat and re-allege every allegation above as if set forth herein in full.

482. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the Nationwide Class, or, in the alternative, on behalf of each of the State Sub-Classes, except Illinois, against Defendant.

483. Defendant is a “merchant” as defined under the Uniform Commercial Code (“UCC”).

484. The Vehicles are “goods” as defined under the UCC.

485. Defendant impliedly warranted that the Vehicles were of a merchantable quality.

486. Defendant breached the implied warranty of merchantability, as the Vehicles were not of a merchantable quality due to the Transmission Defect.

487. As a direct and proximate result of the breach of said warranties, Plaintiffs and Class members were injured, and are entitled to damages.

488. Defendant’s attempt to disclaim or limit the implied warranty of merchantability vis-à-vis consumers is unconscionable and unenforceable here. Specifically, Defendant’s warranty limitation is unenforceable because they knowingly sold a defective product without informing consumers about the defect.

489. The time limits contained in Defendant’s warranty period were also unconscionable and inadequate to protect Plaintiffs and member of the Class. Among other things, Plaintiffs and members of the Class had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Defendant. A gross disparity in bargaining power existed between

1 Defendant and Class members, and Defendant knew or should have known that  
2 the Vehicles were defective at the time of sale.

3 490. Plaintiffs and Class members have complied with all obligations  
4 under the warranty, or otherwise have been excused from performance of said  
5 obligations as a result of Defendant's conduct described herein.

6 **SEVENTEENTH CAUSE OF ACTION**

7 **Breach of the Duty Of Good Faith And Fair Dealing**

8 **(On Behalf of the New Jersey Sub-Class )**

9 491. Plaintiffs repeat and re-allege every allegation above as if set forth  
10 herein in full.

11 492. Plaintiffs bring this cause of action on behalf of themselves and on  
12 behalf of the Nationwide Class, or, in the alternative, on behalf of each of the  
13 State Sub-Classes, against Defendant.

14 493. Every contract in New Jersey contains an implied covenant of good  
15 faith and fair dealing. The implied covenant of good faith and fair dealing is an  
16 independent duty and may be breached even if there is no breach of a contract's  
17 express terms.

18 494. Defendant breached the covenant of good faith and fair dealing by,  
19 inter alia, failing to notify Plaintiffs and Class members of the Transmission  
20 Defect in the Vehicles, and failing to fully and properly repair this defect.

21 495. Defendant acted in bad faith and/or with a malicious motive to deny  
22 Plaintiffs and the Class members some benefit of the bargain originally intended  
23 by the parties, thereby causing them injuries in an amount to be determined at  
24 trial.

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**EIGHTEENTH CAUSE OF ACTION**

**Unjust Enrichment**

**(On Behalf of the Nationwide Class or,  
Alternatively, the California Sub-Class)**

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5 496. Plaintiffs incorporate by reference the allegations contained in the  
6 preceding paragraphs of this Complaint.

7 497. Plaintiffs bring this cause of action on behalf of themselves and on  
8 behalf of the Nationwide Class, or, in the alternative, on behalf of the California  
9 Sub-Class, against Defendant.

10 498. As a direct and proximate result of Defendant's failure to disclose  
11 known defects and material misrepresentations regarding known defects,  
12 Defendant has profited through the sale and lease of said vehicles. Although  
13 these vehicles are purchased through Defendant's agents, the money from the  
14 vehicle sales flows directly back to Defendant.

15 499. Additionally, as a direct and proximate result of Defendant's failure  
16 to disclose known defects and material misrepresentations regarding known  
17 defects in the Class Vehicles, Plaintiffs and Class Members have vehicles that  
18 require high-cost repairs that can and therefore have conferred an unjust  
19 substantial benefit upon Defendant.

20 500. Defendant has therefore been unjustly enriched due to the known  
21 defects in the Class Vehicles through the use of funds that earned interest or  
22 otherwise added to Defendant's profits when said money should have remained  
23 with Plaintiffs and Class Members.

24 501. As a result of the Defendant's unjust enrichment, Plaintiffs and  
25 Class Members have suffered damages.

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**RELIEF REQUESTED**

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2 502. Plaintiffs, on behalf of themselves, and all others similarly situated,  
3 requests the Court to enter judgment against Defendant, as follows:

- 4 (a) An order certifying the proposed Class and Sub-Classes,  
5 designating Plaintiffs as named representatives of the Class,  
6 and designating the undersigned as Class Counsel;
- 7 (b) A declaration that Defendant is financially responsible for  
8 notifying all Class Members about the defective nature of the  
9 transmission, including the need for period maintenance;
- 10 (c) An order enjoining Defendant from further deceptive  
11 distribution, sales, and lease practices with respect to Class  
12 Vehicles, and to remove and replace Plaintiffs and Class  
13 Members' transmissions with a suitable alternative product;  
14 enjoining Defendant from selling the Class Vehicles with the  
15 misleading information; compelling Defendant to provide  
16 Class members with a replacement transmission that does not  
17 contain the defects alleged herein; and/or compelling  
18 Defendant to reform its warranty, in a manner deemed to be  
19 appropriate by the Court, to cover the injury alleged and to  
20 notify all Class members that such warranty has been  
21 reformed;
- 22 (d) A declaration requiring Defendant to comply with the various  
23 provisions of the state and federal consumer protection  
24 statutes herein alleged and to make all the required  
25 disclosures;
- 26 (e) An award to Plaintiffs and the Class for compensatory,  
27 exemplary, and statutory damages, including interest, and  
28 including the additional purchase cost of the PowerShift

- 1 Transmission option, in an amount to be proven at trial;
- 2 (f) Any and all remedies provided pursuant to the state and
- 3 federal consumer protection statutes herein alleged;
- 4 (g) A declaration that Defendant must disgorge, for the benefit of
- 5 the Class, all or part of the ill-gotten profits it received from
- 6 the sale or lease of its Class Vehicles, or make full restitution
- 7 to Plaintiffs and Class Members;
- 8 (h) An award of attorneys' fees and costs, as allowed by law;
- 9 (i) An award of attorneys' fees and costs pursuant to California
- 10 Code of Civil Procedure § 1021.5;
- 11 (j) An award of pre-judgment and post-judgment interest, as
- 12 provided by law;
- 13 (k) Leave to amend the Complaint to conform to the evidence
- 14 produced at trial;
- 15 (l) Plaintiffs demand that Ford perform a recall, and repair all
- 16 vehicles; and
- 17 (m) Such other relief as may be appropriate under the
- 18 circumstances.

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20 **DEMAND FOR JURY TRIAL**

21 503. Plaintiffs demand a trial by jury of any and all issues in this action  
22 so triable.

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Dated: February 22, 2016

Respectfully submitted,

CAPSTONE LAW APC

By: /s/ Jordan L. Lurie

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