INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

[redacted]

State Farm Claims
PO Box 52250
Phoenix AZ 85072-2250

[redacted]

This is in response to your email dated 8/3/2023.

[redacted]

If you have questions or need assistance, call us at (844) 292-8615 Ext. 9703954771.

[redacted]

May 31, 2023

Ford Motor Truck
PO Box 70
Dearborn MI 48121-0070

State Farm Claims
PO Box 52250
Phoenix AZ 85072-2250

[redacted]

To Whom It May Concern:

This notice is to advise of a loss that occurred to our insured's vehicle. Our preliminary investigation indicates Ford Motor Truck may be responsible for this loss. Please consider this as our notice of possible subrogation and our notice to you of the opportunity to schedule an inspection of the vehicle.

The vehicle is being held at an offsite location in Tifton GA and is available for your inspection by appointment only. There is no authorization to inspect this vehicle outside the presence of the State Farm® representative.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer.

However, you neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Your cooperation is appreciated. If you should have any questions, or would like to set up and appointment to inspect evidence/salvage, please contact me.

[redacted]

Sincerely,

Alexandria Nguyen
Claim Specialist
(844) 292-8615 Ext. 9703954771
State Farm Mutual Automobile Insurance Company

State Farm Claims
P.O. Box 52250
Phoenix, AZ 85072-2250

FORD MOTOR COMPANY

JUN 12 RECD

OFFICE OF THE GENERAL COUNSEL

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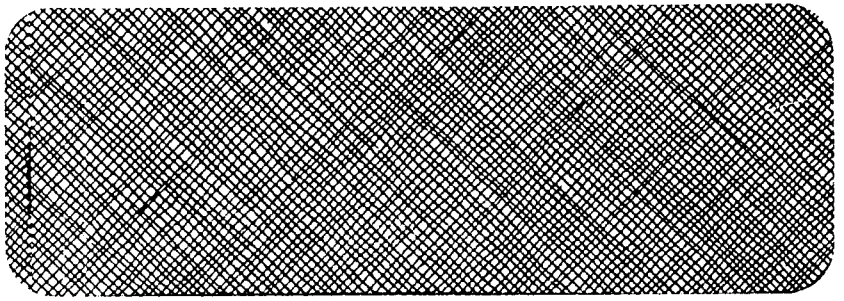
STATE FARM



23 EHT-1P1 48121

166-1130 g.1-PH 08-14-2019

RQ24-008 000005 LC

[redacted]

Vehicle History Report™

- Branded Titles: Fire, Salvage
- Regular oil changes
- CARFAX 1-Owner vehicle
- Personal vehicle
- Last owned in Georgia
- **2,752** Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 6/22/23 at 3:37:43 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

CARFAX Ownership History The number of owners is estimated	Owner 1
Year purchased	2023
Type of owner	Personal
Estimated length of ownership	4 months
Owned in the following states/provinces	Georgia
Estimated miles driven per year	---
Last reported odometer reading	2,752

CARFAX Title History CARFAX guarantees the information in this section	Owner 1
Damage Brands Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon	**Alert!** Problem Found
Odometer Brands	No Problem

Not Actual Mileage | Exceeds Mechanical Limits

ALERT! - Severe problems were reported by a state Department of Motor Vehicles (DMV). This vehicle does not qualify for the CARFAX Buyback Guarantee.

CARFAX Additional History

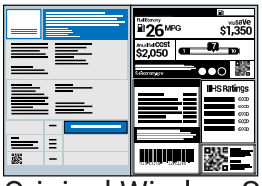
Not all accidents / issues are reported to CARFAX

	Owner 1
Total Loss Total Loss Reported: 06/08/2023.	Total Loss Reported
Structural Damage CARFAX recommends that you have this vehicle inspected by a collision repair specialist.	☑ No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	☑ No Issues Reported
Odometer Check No indication of an odometer rollback.	☑ No Issues Indicated
Accident / Damage DMV title problems reported.	Severe Damage
Manufacturer Recall A current list of recalls is available at Ford Motor Company.	☑ No Recalls Reported
Basic Warranty Original manufacturer warranty likely voided by manufacturer.	**Warranty Voided**

CARFAX Detailed History

Owner 1
Purchased: 2023

Personal Vehicle

Date	Mileage	Source	Comments
12/09/2022		Ford Motor Company	**Vehicle manufactured and shipped to original dealer**  Original Window Sticker
01/21/2023	14	Riverside Ford Lincoln Macon, GA 478-464-2900 ★ **4.4 / 5.0**	**Vehicle sold**

		274 Verified Reviews **1,403** Customer Favorites	
01/31/2023		Georgia Motor Vehicle Dept.	**Vehicle purchase reported** - Titled or registered as personal vehicle
02/06/2023		Georgia Motor Vehicle Dept. Dudley, GA	**Title issued or updated** - Title or registration issued - First owner reported - Loan or lien reported - Vehicle color noted as White
03/31/2023		Georgia Motor Vehicle Dept. Dudley, GA	**Registration issued or renewed** - Loan or lien reported - Vehicle color noted as White
05/10/2023	2,752	Dublin Ford Lincoln Dublin, GA 478-272-0511 **4.9 / 5.0** 37 Verified Reviews **47** Customer Favorites	**Vehicle serviced** - Recommended maintenance performed - Oil and filter changed - Tires rotated
06/05/2023		Georgia Motor Vehicle Dept.	**Vehicle purchase reported**
06/08/2023		Damage Report	**TOTAL LOSS VEHICLE**
06/08/2023		Georgia Motor Vehicle Dept.	**Title or registration issued to insurance company**
06/08/2023		Georgia Motor Vehicle Dept. Atlanta, GA	**SALVAGE TITLE/CERTIFICATE ISSUED** - **FIRE DAMAGE TITLE ISSUED** - Vehicle color noted as White

There are many reasons an insurance company will declare a vehicle a total loss. Have this vehicle inspected by a qualified technician before you buy. Learn More

This vehicle's oil change history, as reported to CARFAX, follows the manufacturer's recommendation. Track your service history for free at carfax.com/service.

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.

CARFAX **Glossary**

CARFAX Well Maintained - Regular Oil Changes
CARFAX identifies a "Well Maintained - Regular Oil Change" vehicle as having a regular oil change history when all its recommended oil changes, based on the vehicle's maintenance schedule, have been reported to CARFAX. CARFAX uses the manufacturer's schedule and assumes normal driving conditions. When an oil change schedule is not available, CARFAX may analyze reported service events to determine what is typical for the same make and model vehicle. Dealers and service shops may publish different recommended service schedules.

Fire Damage Title
The vehicle sustained major damage due to fire. In most states, fire damage titles are issued when the cost of repairing the vehicle for safe operation exceeds its fair market value.

First Owner
When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Ford or Lincoln Mercury Recall
The Ford Motor Company provides CARFAX with Field Service Action and recall information regarding safety, compliance and emissions programs announced since 2000 for a specific vehicle. For complete information regarding programs or concerns about this vehicle, please contact a local Ford or Lincoln Mercury Dealer.

Ownership History
CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Salvage Title
A Salvage Title is issued on a vehicle damaged to the extent that the cost of repairing the vehicle exceeds approximately 75% of its pre-damage value. This damage threshold may vary by state. Some states treat Junk titles the same as Salvage but the majority use this title to indicate that a vehicle is not road worthy and cannot be titled again in that state. The following eleven states also use Salvage titles to identify stolen vehicles - AZ, FL, GA, IL, MD, MN, NJ, NM, NY, OK and OR.

Title Issued
A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

Total Loss Vehicle
An insurance or fleet company declares a vehicle a total loss when a claim exceeds approximately 75% of its pre-damage value or if the vehicle is stolen and not recovered. This damage threshold varies by company. These companies typically take possession and obtain the title. Not all total loss vehicles result in a DMV-reported branded title. This may occur when an insurance company's definition of a total loss is different than the state DMV's definition for a branded title or when the owner of the vehicle is a self-insured company, like a fleet or rental company.

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6/22/23 3:37:43 PM (CDT)

INSTRUCTIONS: Please fill out this questionnaire and gather the requested documents. Once you have done so, please send the materials to Chris Long (clong@erskinelaw.com).

CLAIM, VEHICLE, AND INCIDENT INFORMATION

1. What is the insured's name?

[redacted]

4. What is the name of the insured's insurance company?
State Farm Mutual Automobile Insurance Co
Click or tap here to enter text.

5. What is the vehicle's year, make and model?
2022 Ford Bronco Sport
Click or tap here to enter text.

[redacted]

7. Was the vehicle purchased new, used, or certified pre-owned (CPO)?
Used
Click or tap here to enter text.

8. If the vehicle was purchased used or CPO, where was the vehicle purchased, what was the date of purchase, and what was the mileage at purchase?
Riverside Ford
Click or tap here to enter text.

9. What aftermarket additions or modifications have been made to the vehicle?
Unknown
Click or tap here to enter text.

10. What are the alleged defects pertaining to the vehicle, if any? Include recall numbers if applicable.
The fire originated in the front engine compartment or near the rear of the engine.
Click or tap here to enter text.
Possible fuel leak as source of fire.

11. In what city and state did the incident take place?
Dublin, GA
Click or tap here to enter text.

12. Please describe what happened before, during, and after the incident:
See attached report
Click or tap here to enter text.

13. What was the mileage of the vehicle at the time of the incident?
2,787

Click or tap here to enter text.

14. Has the vehicle or the allegedly defective parts been repaired or replaced?

No

Click or tap here to enter text.

[redacted]

DOCUMENTS

1. ☐ Full-page color photographs of the following items from several different angles: (1) all sides of the vehicle; (2) the damage to the vehicle; (3) any allegedly defective parts; (4) the inside of the vehicle – including the steering wheel, dashboard, and roof areas; and (5) the scene of the incident.

2. ☐ The insured's statement with a complete description of the incident.

3. ☐ The police department report and fire department report.

4. ☐ Any expert reports, written findings, and photographs.

5. ☐ Any videos of the incident.

6. ☐ Any data/reports from any recording sensors or driver monitoring devices.

7. ☐ The complete service records for the vehicle, including any CARFAX reports, regular maintenance records, and oil change records.

8. ☐ Any loss worksheets, repair estimates, repair orders (including the repair orders generated from the incident), and draft payments for any alleged damages.

9. ☐ A full itemization of damage and their accompanying proofs.

10. ☐ Any applicable insurance policies for the insured, including any assignment of rights.

INJURY INFORMATION

If you are not alleging any injuries, skip this section.

If you are alleging any injuries, Ford is required to provide certain information to Medicare. As such, to properly consider your claim, Ford will need to collect the following information about the injured individuals:

1. Full Legal Name: Click or tap here to enter text.
Gender: Click or tap here to enter text.
Date of Birth: Click or tap here to enter text.
SSN or Medicare HICN: Click or tap here to enter text.
Alleged Injury: Click or tap here to enter text.

2. Full Legal Name: Click or tap here to enter text.

Gender: Click or tap here to enter text.
Date of Birth: Click or tap here to enter text.
SSN or Medicare HICN: Click or tap here to enter text.
Alleged Injury: Click or tap here to enter text.

INJURY DOCUMENTS

If you are not alleging any injuries, skip this section.

1. ☐ All medical records related to the diagnosis or treatment of any alleged injuries.
2. ☐ All medical bills for any diagnoses or treatments undergone as a result of any alleged injuries.

OTHER NOTES AND INFORMATION

Please put any additional notes or information you would like to share in the box below

Click or tap here to enter text.

FIRE INVESTIGATION REPORT

[redacted]

REPORT NUMBER - ONE

Prepared for: **State Farm Insurance Company**
P. O. Box 106146
Atlanta, Georgia 30348

[redacted]

[redacted]

ASSIGNMENT

[redacted]

ATTACHMENTS

1) Thirty mounted and captioned photographs of the fire loss.

INVESTIGATION

This investigation was conducted in accordance with NFPA 921, A Guide For Fire Investigations. The loss was a 2022 Ford Bronco Sport Outer Banks model.

The investigation was conducted at Co-Parts in Tifton, Georgia.

The investigation was begun with a walk a round of the vehicle. The front of the vehicle, and engine compartment had visible fire exposure damage. The driver and passenger sides of the car had some heat damage near the front area, but the remainder of the sides were intact with no damage. The rear of the vehicle had no visible damage. The top of the vehicle had no visible fire damage.

All four tires and wheels were intact. The tires were Michelin tires size 225 60R 18. The tires and wheels were factory installed.

The interior of the Bronco was examined. There was no interior fire damage found. Both keys were found in the vehicle. The front windshield was shattered at the bottom on the drivers side. This damage indicated an engine fire had occurred. The fire did not penetrate the front bulkhead. All interior components and steering wheel were found intact.

The rear fuel tank was intact with no visible fire damage.

The engine compartment was examined. The engine compartment hood was burned away over the drivers side. The vehicle was equipped with a six cylinder transverse mounted engine. The front area of the engine was the least damaged area. The rear of the engine had severe fire damage. The battery was located on the drivers side. The battery was damaged from fire exposure, and was melted from the top down. The insulation was melted off the battery cables. There were no visible failures located in the cables or connectors. Next to the battery was the fuse box. The box was melted from the top down. No internal failures were located. Behind the battery location was the brake master cylinder. The cylinder was melted away from the fire exposure. All of the plastic parts on the main engine body were burned away or

melted on the rear half of the engine. The fuel lines were burned away in this area. The rear transmission appeared to be good condition with no visible fire damage. The front radiator was melted at the top.

IGNITION SOURCES

The main wiring harness was examined in the engine compartment. The sections of the harness that could be examined did not show any failures had occurred in the wiring. Note: Sections of the wiring were melted and could not be examined without damaging the wiring.

The damage to the rear engine section, and the report from the insured would indicate a possible fuel leak or a failure in the fuel supply system had occurred.

The battery and fuse box were eliminated as the fire cause.

There were no fire related recalls found on the 2022 Ford Bronco Sport.

INTERVIEWS

[redacted]

reported that his daughter was using the Bronco. Approximately several days prior to the fire she had reported smelling gasoline as she drove the vehicle[redacted] said he examined the engine, and did not see any leaks inside. On the day of the fire, she was driving to work at the hospital. She pulled into the parking lot, and was waiting for someone to pull out of a parking space when she saw smoke coming from the engine compartment. She got out of the vehicle, and saw fire in the front drivers side of the engine area. She called 911. [redacted]eported that he had been looking on line for problems with the Bronco, and discovered reports of fuel injector problems with the Bronco engines.

DETERMINATION

This fire originated in the front engine compartment at or near the rear of the engine. The first material ignited is not known. Could not rule out a possible fuel leak as the cause of the fire. Further examination is needed to determine the exact cause of this fire.

This examination was nondestructive in nature to prevent possible damage to the engine components.

COMMENTS

IF [redacted] Investigations can be of any further help on this fire or any other, please don't hesitate to call.

[redacted]

Front of vehicle.

Drivers side of vehicle.

Rear view.

Passenger side.

Rear seat area.

Front steering wheel.

Front seating.

Center consol.

Passenger side view.

Front windshield area.

Front engine compartment area.

Cracked front windshield.

Burned engine.

Burned battery and fuse box.

Rear of engine compartment.

Broken windshield glass.

View of the engine compartment.

Battery cables examined.

Fuse box damaged from the top down.

Heavy damage to the rear area of the engine.

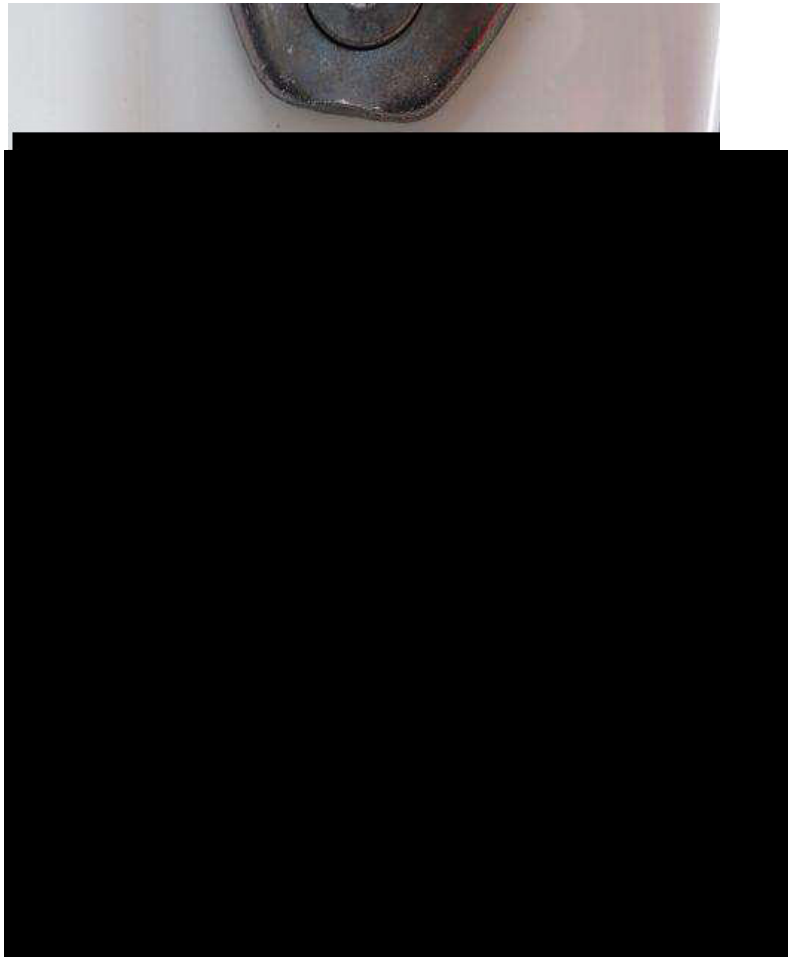
Melted brake master cylinder.

Close up of the burned rear engine area.

Battery melted from the top down.

Electrical wiring examined.

Label on drivers door.

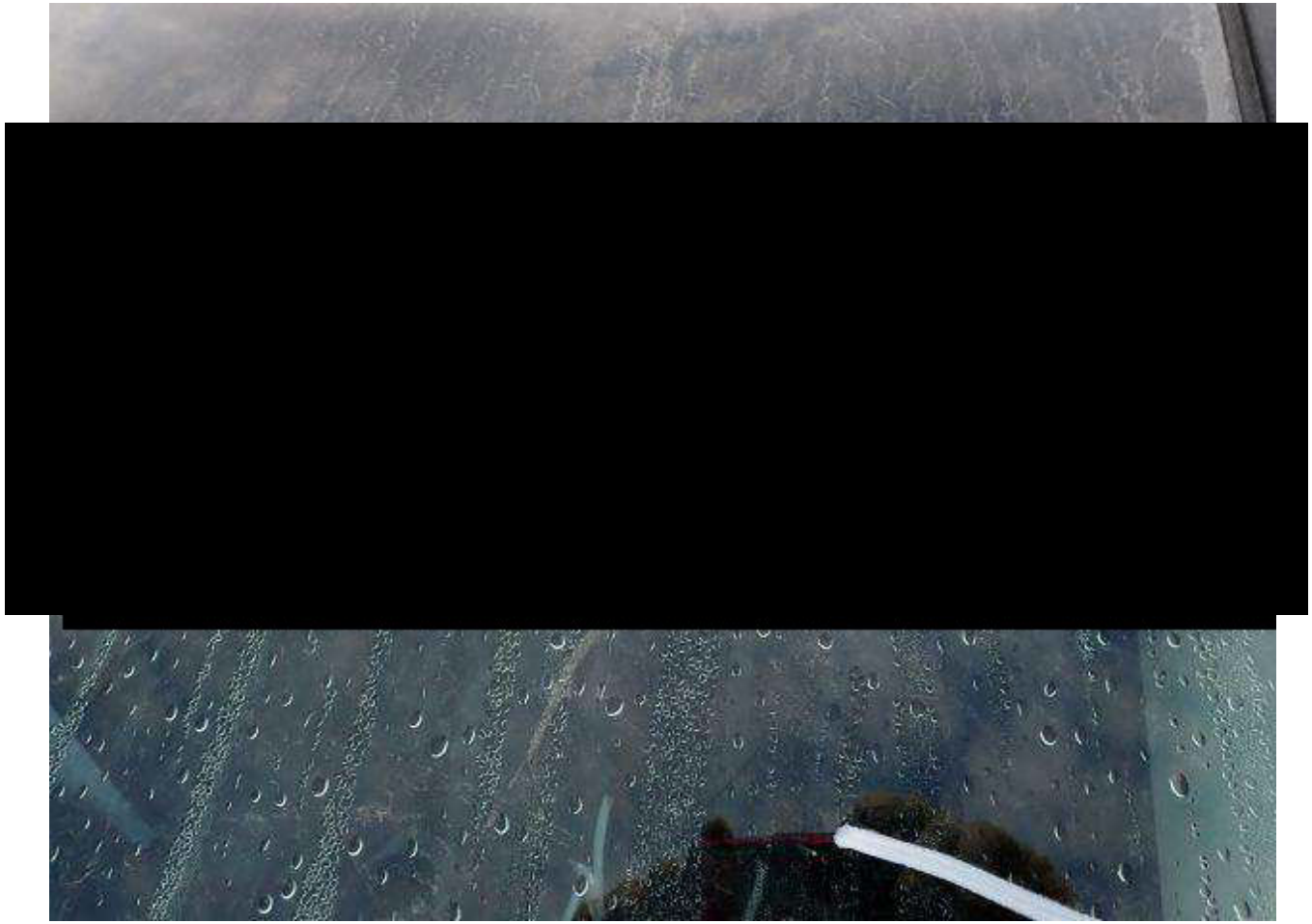


Rear bulkhead area.

Front of engine had less fire damage.

Cracked glass above drivers side engine compartment.

Window label.



Front bumper area of vehicle.

May 15, 2023

[redacted]

State Farm Claims
PO Box 52250
Phoenix AZ 85072-2250

RE: [redacted]

Your policy provides for payment of the actual cash value of your vehicle, less any applicable deductible for your total loss. Actual cash value is generally determined by the age, condition, equipment and mileage of your vehicle at the time the loss occurred.

To assist us in determining actual cash value, we consider information obtained by our representatives, information provided by you, vehicle valuation services, and other sources. If you have additional information you wish us to consider, or if you believe we have not correctly determined the actual cash value of your vehicle, please contact us.

The amount payable to you was determined as follows:

Actual Cash Value	$38,158.00
Plus: Taxes	$2,518.43
Title Transfer:	$23.00
Title Fee	$0.00
Tag Fee	$0.00
Subtotal	$40,699.43
Less: Deductible	$1000
Payment to Lien/Lease holder (if applicable)	$26,309.24
Total Net Payable to You	$13,390.19

Payment for the above amount in settlement of your Comprehensive claim is enclosed.

If your vehicle is incurring storage charges we will pay these costs through 05/17/2023. Any charges thereafter will be your responsibility. In order to avoid any unnecessary out of pocket costs to you, it is important to;

1) Move the vehicle on your own to a storage free location or

[redacted]

2) Allow State Farm® to move your vehicle to a storage free location. If this is your wish, please call the facility where your vehicle is located to provide permission for State Farm to move it (some facilities require written authorization). Remove your personal items and notify State Farm when the vehicle is ready to be moved

You are not surrendering ownership rights or agreeing to a settlement by allowing your vehicle to be moved to a storage free location.

Your covered rental is authorized through 05/22/2023 or when your policy limits are reached, whichever comes first. Any charges thereafter will be your responsibility.

Enclosed is a checklist of documents and/or items you will need to return to us. Instructions and samples are included for your reference.

Now that your vehicle has been determined a Total Loss, contact your local State Farm® Agent to discuss your policy.

Thank you for choosing State Farm® for your insurance needs.

If you have questions or need assistance, call us at (855) 231-1590.

Sincerely,

[redacted]

statefarmclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (855) 231-1590 to discuss sensitive information.

State Farm Mutual Automobile Insurance Company

Enclosure(s): Settlement Documents
Payment
Return Envelope
Return Shipping Label

Take advantage of our self-service options
Go to statefarm.com® to easily review claim status, update communication and claim payment preferences, and many other insurance services.

MARKET VALUATION REPORT

Prepared for STATE FARM INSURANCE COMPANIES

REPORT SUMMARY

CLAIM INFORMATION

Owner	[redacted]
Loss Vehicle	
Loss Incident Date	05/10/2023
Claim Reported	05/12/2023

INSURANCE INFORMATION

Report Reference Number	[redacted]
Claim Reference	
Claim Rep	
Appraiser	
Odometer	
Last Updated	

VALUATION SUMMARY

Base Vehicle Value	**$ 35,964.00**
Condition Adjustment	+ $ 2,194.00
Adjusted Vehicle Value	**$ 38,158.00**
Vehicular Tax (6.6%)	+ $ 2,518.43
Tax reflects applicable state, county and municipal taxes.	
Value before Deductible	**$ 40,676.43**
Deductible*	- $ 1,000.00
Total	**$ 39,676.43**

Adjustments indicated with an Asterisk (*) have been determined by STATE FARM INSURANCE COMPANIES and have been added here for convenience.

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by STATE FARM INSURANCE COMPANIES.

Loss vehicle has 84% fewer than average mileage of 17,600.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology..... 2
Vehicle Information..... 3
Vehicle Condition..... 6
Comparable Vehicles..... 8
Valuation Notes..... 11
Supplemental Information..... 12

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VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION

STATE FARM INSURANCE COMPANIES has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.

CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information

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VEHICLE INFORMATION

VEHICLE [redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	
[redacted]	[redacted]
Displacement	1.5L
Induction	Turbocharged
Fuel Type	Gasoline
Carburation	Port/Direct Injection
Transmission	Automatic Transmission 4 Wheel Drive
Curb Weight	3467 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE HISTORY SUMMARY

Experian AutoCheck	No Title Problem Found
National Highway Traffic Safety Administration	6 Recalls

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	2,787	
Transmission	Automatic Transmission	✓
	4 Wheel Drive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
	Power Passenger Seat	✓
Decor/Convenience	Air Conditioning	✓
	Climate Control	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Overhead Console	✓
	Keyless Entry	✓
	Telescopic Wheel	✓
	Heated Steering Wheel	✓
	Message Center	✓
	Home Link	📋
	Remote Starter	✓
Seating	Bucket Seats	✓
	Reclining/Lounge Seats	✓
	Leather Seats	✓
	Heated Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓

To the left is the equipment of the loss vehicle that STATE FARM INSURANCE COMPANIES provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📋 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Premium Radio	✓
	Satellite Radio	✓
Wheels	Aluminum/Alloy Wheels	✓
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓
	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Backup Camera	✓
	Surround View Camera	✓
	Parking Sensors	✓
	Hands Free	✓
	Xenon Or L.E.D. Headlamps	✓
	Alarm	✓
	Traction Control	✓
	Stability Control	✓
	Lane Departure Warning	✓
	Blind Spot Detection	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Heated Mirrors	✓
	Privacy Glass	✓
	Fog Lamps	✓
	Luggage/Roof Rack	✓
	Rear Window Wiper	✓
	Clearcoat Paint	✓
Other - Trucks	California Emissions	✓

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VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
INTERIOR			
Seats	DEALER RETAIL	**Guideline:** Very clean. No tears, holes or burn marks. No wear or bare spots.	$ 238
Carpets	DEALER RETAIL	**Guideline:** Very clean. No tears, holes or burn marks. No wear or bare spots.	$ 184
Dashboard	DEALER RETAIL	**Guideline:** No significant scratches and/or gouges. Components firmly intact and functional. No significant wear.	$ 131
Headliner	DEALER RETAIL	**Guideline:** Very clean. No holes or burn marks.	$ 191
EXTERIOR			
Sheet Metal	DEALER RETAIL	**Guideline:** No dents. No rust. All panels intact and properly aligned.	$ 167
Trim	DEALER RETAIL	**Guideline:** Components firmly intact. No dents.	$ 74
Paint	DEALER RETAIL	**Guideline:** Minimal surface chipping and/or scratches. No significant wear and/or fading of any kind.	$ 199
Glass	DEALER RETAIL	**Guideline:** No scratches or chips. Light pitting.	$ 74
MECHANICAL			
Engine	DEALER RETAIL	**Guideline:** No seepage. Belts and hoses firm, show minimal wear. Minimal dirt, no grease in engine compartment.	$ 426
Transmission	DEALER RETAIL	**Guideline:** Fluid translucent and may be slightly discolored. No seepage.	$ 376
TIRES			
Front Tires	DEALER RETAIL	**Guideline:** 69% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 8/32 = 73% (8/11)	$ 67

STATE FARM INSURANCE COMPANIES uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

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[redacted]

VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Rear Tires	DEALER RETAIL	**Guideline:** 69% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 8/32 = 73% (8/11)	$ 67
Total Condition Adjustments			**$ 2,194**

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[redacted]

COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	2,787	26,625	5,213	510
Automatic Transmission	✓	✓	✓	✓
4 Wheel Drive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Passenger Seat	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Entertainment Center	✗	✗	✓	✗
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Heated Steering Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Home Link	✓	✗	✓	✓
Remote Starter	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
Leather Seats	✓	✓	✓	✓
Heated Seats	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✓	✗	✗	✓
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓

[redacted]

90 Miles - Evans, GA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

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COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera	✓	✓	✓	✓
Surround View Camera	✓	✓	✓	✓
Parking Sensors	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
Xenon Or L.E.D. Headlamps	✓	✓	✓	✓
Alarm	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Lane Departure Warning	✓	✓	✓	✓
Blind Spot Detection	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Luggage/Roof Rack	✓	✓	✓	✓
Rear Window Wiper	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Trailer Hitch	✗	✗	✗	✓
Trailering Package	✗	✗	✗	✓
California Emissions	✓	✓	✓	✓
List Price		$ 34,900	$ 38,709	$ 36,280
Adjustments:				
Options		+ $ 200	- $ 150	- $ 200
Mileage		+ $ 4,018	+ $ 331	- $ 290
Condition[1]		- $ 2,194	- $ 2,194	- $ 2,194
Adjusted Comparable Value		**$ 36,924**	**$ 36,696**	**$ 33,596**

[1]The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.

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COMPARABLE VEHICLES

ADDITIONAL COMPARABLE VEHICLES

Source	Vehicle	Price	Adjusted Comparable Value
Comp 4 Source: Autotrader Finnicum Motor Company Leesburg, GA (229) 380-4090 84 Miles From Dudley, GA	**2022 Ford Bronco Sport Outer Banks 4wd 3 1.5l Gasoline Turbocharged Port/direct Injection** Odometer: 10,879 [redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted] (List)	$ 39,337

Additional Comparable Vehicles are in summary format, but are adjusted the same as those on the previous page.

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

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VALUATION NOTES

This Market Valuation Report has been prepared exclusively for use by STATE FARM INSURANCE COMPANIES, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include Georgia Administrative Code 120-2-52-.06.

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[redacted]

SUPPLEMENTAL INFORMATION

EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✔ No Abandoned Record Found
Damaged	✔ No Damaged Record Found
Fire Damage	✔ No Fire Damage Record Found
Grey Market	✔ No Grey Market Record Found
Hail Damage	✔ No Hail Damage Record Found
Insurance Loss	✔ No Insurance Loss Record Found
Junk	✔ No Junk Record Found
Rebuilt	✔ No Rebuilt Record Found
Salvage	✔ No Salvage Record Found

EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✔ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✔ No Frame Damage Record Found
Major Damage Incident	✔ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✔ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✔ No Odometer Problem Record Found
Recycled	✔ No Recycled Record Found
Water Damage	✔ No Water Damage Record Found
Salvage Auction	✔ No Salvage Auction Record Found

VEHICLE INFORMATION	RESULTS FOUND
Accident	✔ No Accident Record Found
Corrected Title	✔ No Corrected Title Record Found
Driver Education	✔ No Driver Education Record Found
Fire Damage Incident	✔ No Fire Damage Incident Record Found
Lease	✔ No Lease Record Found
Lien	✔ No Lien Record Found
Livery Use	✔ No Livery Use Record Found
Government Use	✔ No Government Use Record Found
Police Use	✔ No Police Use Record Found
Fleet	✔ No Fleet Record Found
Rental	✔ No Rental Record Found
Fleet and/or Rental	✔ No Fleet and/or Rental Record Found
Repossessed	✔ No Repossessed Record Found
Taxi use	✔ No Taxi use Record Found
Theft	✔ No Theft Record Found
Fleet and/or Lease	✔ No Fleet and/or Lease Record Found
Emissions Safety Inspection	✔ No Emissions Safety Inspection Record Found
Duplicate Title	✔ No Duplicate Title Record Found

CCC provides STATE FARM INSURANCE COMPANIES information reported by Experian regarding the **2022 Ford Bronco Sport (3FMCR9C65NRE30651)**. This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND :

✔ No Event Found

⛔ Event Found

Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

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SUPPLEMENTAL INFORMATION

FULL HISTORY REPORT RUN DATE: 05/12/2023

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
			Independent Source	Vehicle Manufactured and Shipped to Dealer
02/03/2023	DUDLEY, GA		Motor Vehicle Dept.	Registration Event/ Renewal
02/06/2023	DUDLEY, GA		Motor Vehicle Dept.	Title (Lien Reported)
03/31/2023	DUDLEY, GA		Motor Vehicle Dept.	Registration Event/ Renewal

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

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SUPPLEMENTAL INFORMATION

NHTSA VEHICLE RECALL

The National Highway Traffic Safety Administration has issued 6 safety related recall notices that may apply to the above valued vehicle.

NHTSA Campaign ID : 21V625000

Mfg's Report Date : AUG 09, 2021

Component : FUEL SYSTEM, GASOLINE:DELIVERY:FUEL PUMP:CONTROL/DRIVE MODULE

Potential Number Of Units Affected : 13773

Summary : Ford Motor Company (Ford) is recalling certain 2021 Escape, Lincoln Corsair, and 2021-2022 Bronco Sport vehicles. The fuel delivery module may leak inside the fuel tank, causing low fuel pressure which could result in an engine stall.

Consequence : An engine stall increases the risk of a crash.

Remedy : Dealers will replace the fuel delivery module, free of charge. Interim notification letters (remedy not available) were mailed on September 30, 2021. Owner notification letters were mailed on December 14, 2021. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 21S38.

Manufacturer Recall No. : 21S38

NHTSA Campaign ID : 21V922000

Mfg's Report Date : NOV 22, 2021

Component : SERVICE BRAKES, HYDRAULIC:FOUNDATION COMPONENTS:DISC:CALIPER

Potential Number Of Units Affected : 114666

Summary : Ford Motor Company (Ford) is recalling certain 2021-2022 Bronco Sport and Escape vehicles. The rear brake linings may have been manufactured incorrectly, which can affect braking performance. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard number 135, "Light Vehicle Brake Systems."

Consequence : During certain situations, the driver may have to apply more brake pedal force, and the distance required to stop the vehicle may be extended, increasing the risk of a crash.

Remedy : Dealers will replace the front brake pads, free of charge. Owner notification letters were mailed August 17, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 21C31.

Manufacturer Recall No. : 21C31

NHTSA Campaign ID : 22V191000

Mfg's Report Date : MAR 24, 2022

Component : ENGINE AND ENGINE COOLING:ENGINE:OIL/LUBRICATION

Potential Number Of Units Affected : 345451

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SUPPLEMENTAL INFORMATION

Summary : Ford Motor Company (Ford) is recalling certain 2020-2022 Escape and 2021-2022 Bronco Sport vehicles equipped with 1.5L engines. The engine oil separator housing may crack and develop an oil leak.

Consequence : An oil leak in the presence of an ignition source such as hot engine or exhaust components, can increase the risk of a fire.

Remedy : Dealers will inspect the oil separator for damage or oil leaks, and replace the oil separator and seals, as necessary, free of charge. Owner notification letters were mailed April 18, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 22S21.

Manufacturer Recall No. : 22S21

NHTSA Campaign ID : 22V686000

Mfg's Report Date : SEP 13, 2022

Component : EXTERIOR LIGHTING:LIGHTING CONTROL MODULE

Potential Number Of Units Affected : 86050

Summary : Ford Motor Company (Ford) is recalling certain 2022-2023 Bronco Sport and 2022 F-150 vehicles. The parking lights may flicker when the headlights are activated. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard number 108, "Lamps, Reflective Devices, and Associated Equipment."

Consequence : Flickering parking lights can reduce visibility, increasing the risk of a crash.

Remedy : Dealers will replace or reprogram the LED Driver module, free of charge. Interim notification letters notifying owners of the safety risk were mailed November 2, 2022. A second letter will be mailed once the remedy is available around March 2023. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 22C22.

Manufacturer Recall No. : 22C22

NHTSA Campaign ID : 22V787000

Mfg's Report Date : OCT 19, 2022

Potential Number Of Units Affected : 26

Summary : Ford Motor Company (Ford) is recalling certain 2022 Bronco Sport vehicles. The fuel pump control module (FPCM) bracket may not be secured to the fuel tank assembly, which can lead to FPCM failure and cause an engine stall.

Consequence : An engine stall can increase the risk of a crash.

Remedy : Dealers will replace the fuel tank, free of charge. Owner notification letters were mailed December 1, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 22S66.

Manufacturer Recall No. : 22S66

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[redacted]

SUPPLEMENTAL INFORMATION

NHTSA Campaign ID : 22V859000

Mfg's Report Date : NOV 17, 2022

Component : FUEL SYSTEM, GASOLINE:FUEL INJECTION SYSTEM

Potential Number Of Units Affected : 521746

Summary : Ford Motor Company (Ford) is recalling certain 2020-2023 Escape and 2021-2023 Bronco Sport vehicles equipped with 1.5L engines. A fuel injector may crack and leak fuel inside the engine compartment.

Consequence : A fuel leak in the presence of an ignition source such as hot engine or exhaust components, can increase the risk of a fire.

Remedy : Dealers will update the engine control software to include fuel injector leak detection and install a drain tube, free of charge. Interim owner notification letters informing owners of the safety risk were mailed January 9, 2023. Remedy parts are expected to be available in 1st Quarter of 2023. Owner notification letters were mailed February 28, 2023. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 22S73. This recall includes all vehicles previously recalled under 22V-191. Vehicles previously remedied under 22V-191 will need to have the new remedy performed.

Manufacturer Recall No. : 22S73

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Front of vehicle.

Drivers side of vehicle.

Rear view.

Passenger side.

Rear seat area.

Front steering wheel.

Front seating.

Center consol.

Passenger side view.

Front windshield area.

Front engine compartment area.

Cracked front windshield.

Burned engine.

Burned battery and fuse box.

Rear of engine compartment.

Broken windshield glass.

View of the engine compartment.

Battery cables examined.

Fuse box damaged from the top down.

Heavy damage to the rear area of the engine.

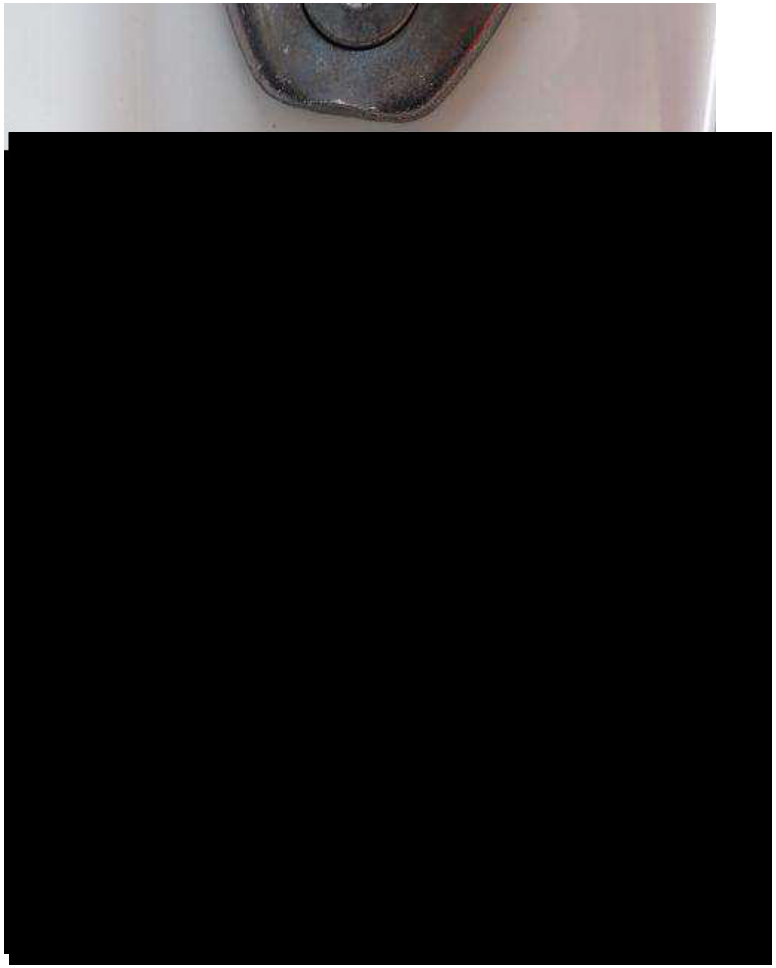
Melted brake master cylinder.

Close up of the burned rear engine area.

Battery melted from the top down.

Electrical wiring examined.

Label on drivers door.



Rear bulkhead area.

Front of engine had less fire damage.

Cracked glass above drivers side engine compartment.

Window label.

Front bumper area of vehicle.

Hertrich Ford of Milford

[redacted]

Dealer/Fleet Request For OGC Review	
Dealership/Fleet Name:	Hertrich Ford of Milford
Requesting Dealer/Fleet:	Hertrich Ford of Milford
P&A Code:	02818
Contact Perso	[redacted]
Title:	
Phone Numbe	
Fax Number:	
Email Address	
Region:	
Address:	
City:	
State:	
Zip Code:	
CUSTOMER/VEHICLE INFORMATION	
Warranty Start Date:	2023-01-06
Vehicle Year:	2022
Vehicle Model:	Bronco Sport
Vehicle VIN:	[redacted]
Mileage:	
Customer/Fleet Name:	
Street Address:	
City:	
State:	
Zip Code:	
Home Phone:	
Work Phone:	
Email Address:	
Region:	usa
DETAILS OF INCIDENT	

Incident Involves:	Fire
Date of Incident:	2023-05-23
County in which incident occurred:	Kent
Is customer alleging a component defect CAUSED the incident?	Yes
If yes, what type & details: **If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap**	Battery
Was a police report filed?	Yes
If yes, where:	
Has the insurance company been contacted?	Yes
What did the insurance company advise?	
Name and phone number of owner's insurance company & agent's name:	
If the vehicle is a conversion unit, who is the coach builder?	
City:	

State:	
Zip Code:	[redacted]
Vehicle Location:	
Attorney Information (if applicable):	
CVO Contact (if applicable - Fleet Only):	
RESOLUTION THAT CUSTOMER IS SEEKING:	
COMMENTS:	The vehicle was in inventory being shown at another location, driver stated after approx 6-7 miles, there was a loud pop under the hood, then the vehicle was engulfed in flames. Appears that the fire started at the battery area on the left side of engine compartment

[redacted]

WARNING: This message originated outside of Ford Motor Company. Use caution when opening attachments, clicking links, or responding.

No. It's preowned, the dealership owns it.

Holly

From: Clark, Jessica (J.E.) <jclar401@ford.com> on behalf of Ordcalp, F (F.) <fordcalp@ford.com>
Sent: Wednesday, June 14, 2023 8:17 AM
To: Holly Johnson <hjohnson@hertrichs.com>
Subject: FW: Dealer/Fleet Request For OGC Review

Holly,

Is this vehicle on the dealership's floor plan?

Jessica Clark
OGC-Coordinator, Billing Admin
Ford Motor Company
World Headquarters
(313) 206-8913
Jclar401@ford.com

PRIVILEGED AND CONFIDENTIAL
This e-mail may contain privileged communications. If you have received it in error, please delete it immediately and notify the sender.

From: dcpform@ford.com <dcpform@ford.com>
Sent: Monday, June 12, 2023 5:04 PM
To: Ordcalp, F (F.) <fordcalp@ford.com>
Cc: hjohnson@hertrichs.com
Subject: Dealer/Fleet Request For OGC Review

Dealer/Fleet Request For OGC Review	
Dealership/Fleet Name:	Hertrich Ford of Milford
Requesting Dealer/Fleet:	Hertrich Ford of Milford
P&A Code:	02818
Contact Person:	Holly Johnson

Title:	Service Manager
Phone Number:	302-422-5452
Fax Number:	
Email Address:	hjohnson@hertrichs.com
Region:	usa
Address:	1427 bay road
City:	Milford
State:	Delaware
Zip Code:	19963
CUSTOMER/VEHICLE INFORMATION	
Warranty Start Date:	2023-01-06
Vehicle Year:	2022
Vehicle Model:	Bronco Sport
Vehicle VIN:	[redacted]
Mileage:	7705
Customer/Fleet Name:	[redacted]
Street Address:	
City:	
State:	
Zip Code:	
Home Phone:	
Work Phone:	
Email Address:	
Region:	usa
DETAILS OF INCIDENT	
Incident Involves:	Fire
Date of Incident:	2023-05-23
County in which incident occurred:	Kent
Is customer alleging a component defect CAUSED the incident?	Yes

If yes, what type & details: If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap	Battery
Was a police report filed?	Yes
If yes, where:	
Has the insurance company been contacted?	Yes
What did the insurance company advise?	
Name and phone number of owner's insurance company & agent's name:	
If the vehicle is a conversion unit, who is the coach builder?	
City:	
State:	
Zip Code:	
Vehicle Location:	[redacted]
Attorney Information (if applicable):	
CVO Contact (if applicable - Fleet Only):	
RESOLUTION THAT CUSTOMER IS SEEKING:	

COMMENTS:	The vehicle was in inventory being shown at another location, driver stated after approx 6-7 miles, there was a loud pop under the hood, then the vehicle was engulfed in flames. Appears that the fire started at the battery area on the left side of engine compartment

DELAWARE STATE POLICE
DRIVER INFORMATION EXCHANGE REPORT

[redacted]

The following information is required to process your request

_____ (your name)

_____ (daytime phone #)

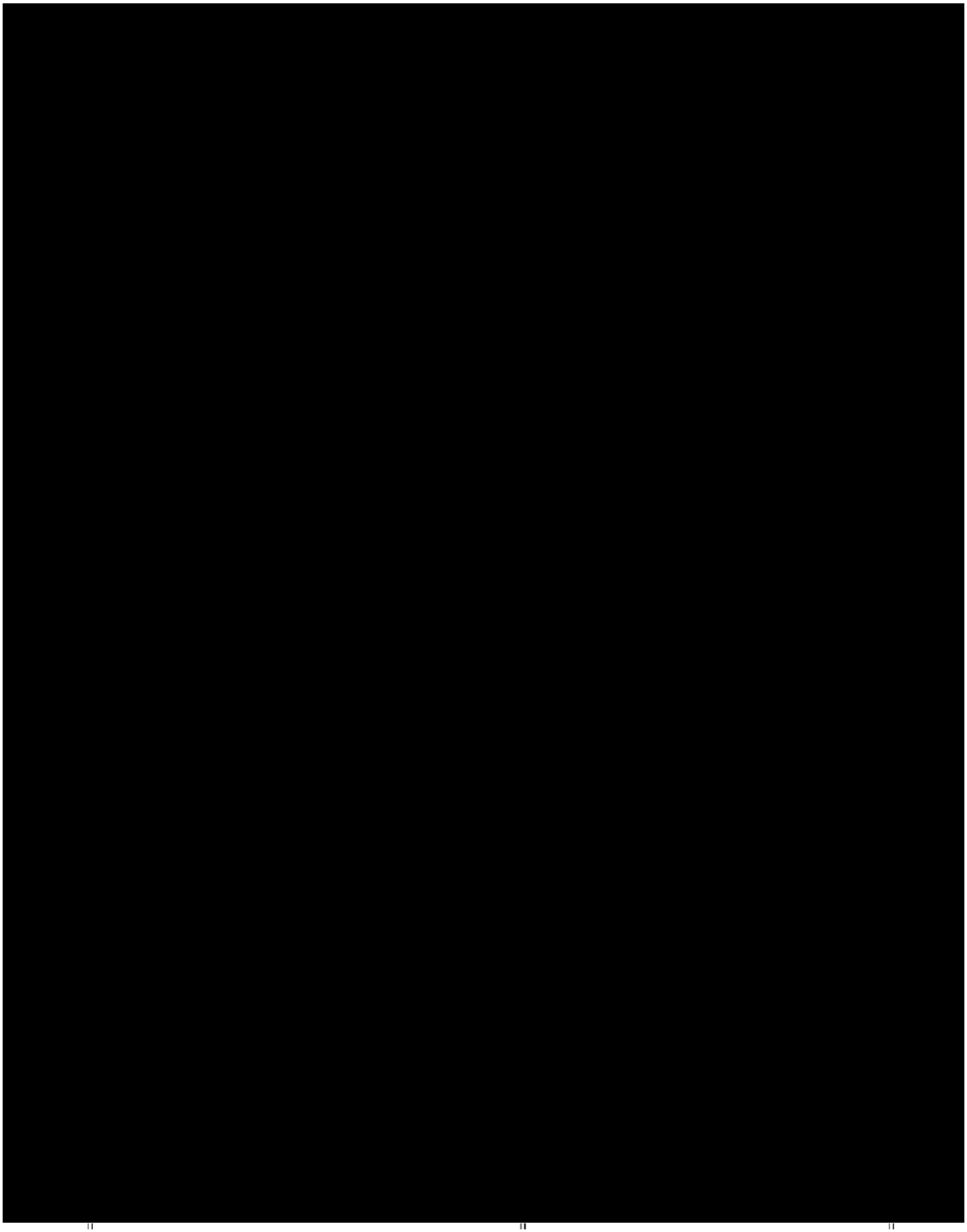
_____ (your street address)

_____ (city, state and zip code)

It is our policy to release crash information only to person(s) actually involved in the crash, to the parents/guardians of minors, the owners of the vehicles, and the insurance companies or attorneys representing those involved.

Please take our Citizen Satisfaction Survey at www.DSP.Delaware.Gov

[redacted]

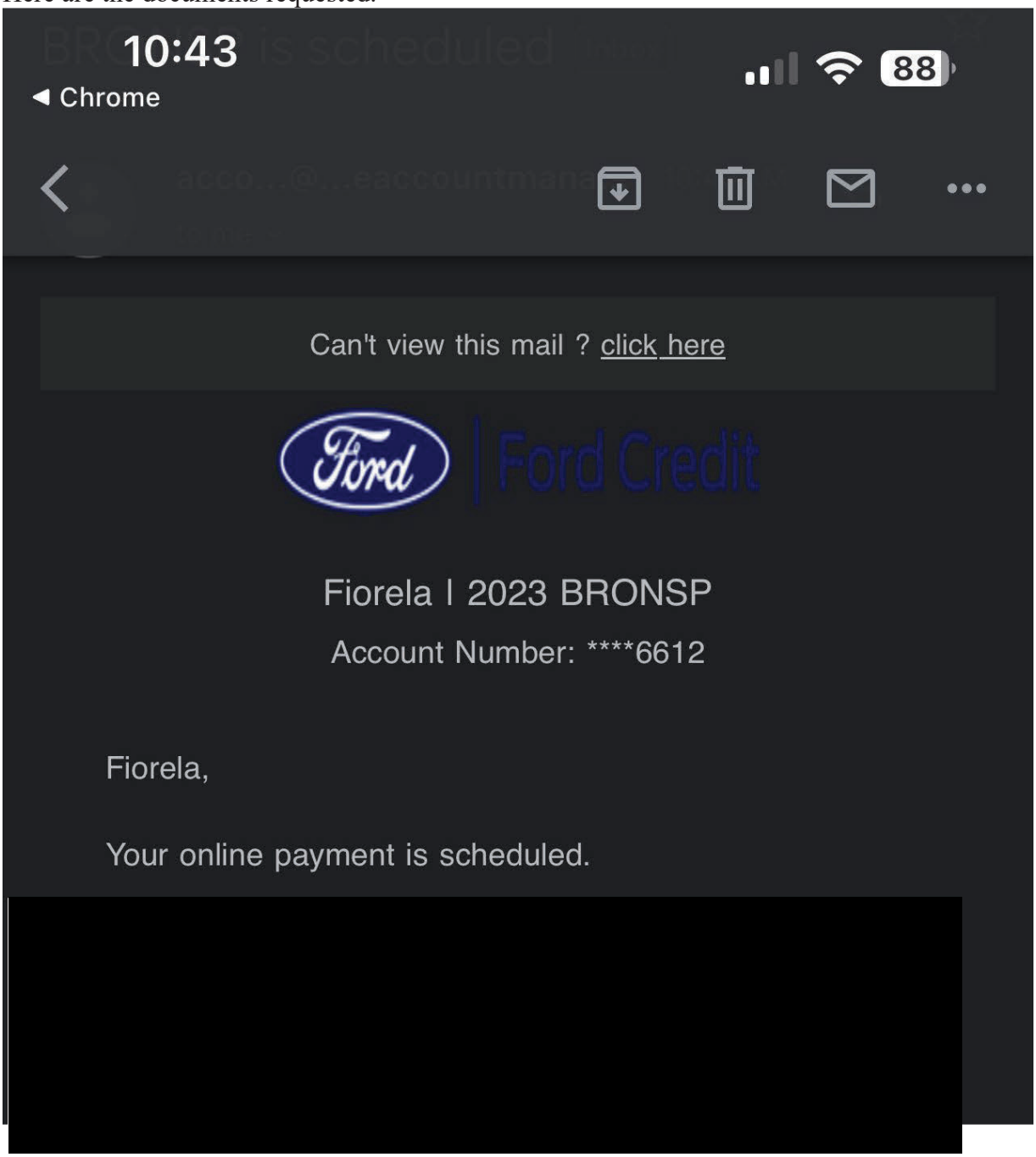


Is customer alleging a component defect CAUSED the incident?	Yes
If yes, what type & details: **If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap**	SOMETHING IN ENGINE CAUGHT FIRE
Was a police report filed?	No
If yes, where:	
Has the insurance company been contacted?	No
What did the insurance company advise?	
Name and phone number of owner's insurance company & agent's name:	
If the vehicle is a conversion unit, who is the coach builder?	
City:	
State:	
Zip Code:	
Vehicle Location:	FAIRVIEW FORD
Attorney Information (if applicable):	
CVO Contact (if applicable - Fleet Only):	
RESOLUTION THAT CUSTOMER IS SEEKING:	SEEKING FOR A BUYBACK
COMMENTS:	NONE

[redacted]

ution when opening attachments,

Here are the documents requested.



scheduled payment:

- **Same-Day and Next-Day Payments:** Must be canceled by 9:00 p.m. ET on the day your payment request is submitted.
- **Future Payments:** Can be canceled up until 9:00 p.m. ET two business days before your scheduled payment date.

It may take one to two business days after the scheduled payment date for payments to be reflected in your bank account. Contact your bank or credit union for more information.

Thanks for being part of the Ford Family!

Sign in to your Ford Credit Account

CUSTOMER SUPPORT

DP

DUE BILL

Service Hours

Service Phone Number ( ) -

Sales Manager MARCO GARCIA

[redacted]

You acknowledge that the work described in this Section A, if any, is the only work that you are entitled to have performed at no additional charge. If you request any additional work, dealer will provide you with an estimate of charges for your approval prior to performing the additional work.

A.1.

A.2.

A.3.

A.4.

A.5. VEHICLE SOLD AS EQUIPPED

Section B: Acknowledgment of Accessories

You acknowledge that the charges for the accessories described in this Section B, if any, were disclosed to you and included in the retail installment sale or lease contract you entered into for the purchase or lease of the Vehicle with your consent. These accessories are the only accessories that you are entitled to have installed at no additional charge. If you request additional accessories, dealer will provide you with an estimate of charges for your approval prior to installation of such accessories.

B.1.

B.2.

B.3.

B.4.

B.5.

[redacted]

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ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories		$ 34,999.00 (A)
1. Cash Price Vehicle	$ 34,999.00	
2. Cash Price Accessories	$ N/A	
3. Other (Nontaxable) Describe N/A	$ N/A	
4. Other (Nontaxable) Describe N/A	$ N/A	
B. Document Processing Charge (not a governmental fee)		$ 85.00 (B)
C. Emissions Testing Charge (not a governmental fee)		$ 20.00 (C)
D. (Optional) Theft Deterrent Device(s)		
1. (paid to) N/A		$ N/A (D1)
2. (paid to) N/A		$ N/A (D2)
3. (paid to) N/A		$ N/A (D3)
E. (Optional) Surface Protection Product(s)		
1. (paid to) N/A		$ N/A (E1)
2. (paid to) N/A		$ N/A (E2)
F. EV Charging Station (paid to) N/A		$ N/A (F)
G. Sales Tax (on taxable items in A through F)		$ 3,071.60 (G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) avrs		$ 33.00 (H)
I. (Optional) Service Contract(s)		
1. (paid to) American Road Administrative C		$ 3,500.00 (I1)
2. (paid to) N/A		$ N/A (I2)
3. (paid to) N/A		$ N/A (I3)
4. (paid to) N/A		$ N/A (I4)
5. (paid to) N/A		$ N/A (I5)
J. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)		$ N/A (J)
K. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)		$ N/A (K)
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver		$ 950.00 (L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement		$ N/A (M)
N. Other paid to N/A For N/A		$ N/A (N)
O. Other paid to N/A For N/A		$ N/A (O)
Total Cash Price (A through O)		$ 42,658.60 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees	$ 0.00 (A)
B. Registration/Transfer/Titling Fees	$ 85.00 (B)
C. California Tire Fees	$ 0.00 (C)
D. Other N/A	$ 0.00 (D)
Total Official Fees (A through D)	$ 85.00 (2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	$ N/A (3)
4. ☐ **State Emissions Certification Fee or** ☐ **State Emissions Exemption Fee**	$ N/A (4)
5. Subtotal (1 through 4)	$ 42,743.60 (5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): Vehicle 1 $ N/A Vehicle 2 $ N/A	$ N/A (A)
B. Total Less Prior Credit or Lease Balance (e) Vehicle 1 $ N/A Vehicle 2 $ N/A	$ N/A (B)
C. Total Net Trade-In (A–B) Vehicle 1 $ N/A Vehicle 2 $ N/A	$ N/A (C)
D. Deferred Downpayment Payable to Seller	$ N/A (D)
E. Manufacturer's Rebate	$ N/A (E)
F. Other N/A	$ N/A (F)
G. Other N/A	$ N/A (G)
H. Other N/A	$ N/A (H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	$ 2,000.00 (I)
Total Downpayment (C through I)	$ 2,000.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6) $ 40,743.60 (7)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. Premier Dealer Services (Name of Agreement)

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X D Transmitted - 8/24/23 8:22:50pm

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company American Road Administrative C
Term 72 Mos. or 75000 Miles

I2 Company N/A
Term N/A Mos. or N/A Miles

I3 Company N/A
Term N/A Mos. or N/A Miles

I4 Company N/A
Term N/A Mos. or N/A Miles

I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X E Transmitted - 8/24/23 8:22:52pm

Trade-In Vehicle(s)

1. Vehicle 1
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ N/A
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ N/A

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ N/A
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ N/A
Total Agreed Value of Property Being Traded-In (1c+2c)	$ N/A *
Total Prior Credit or Lease Balance (1d+2d)	$ N/A *
Total Net Trade-In (1e+2e)	$ N/A *

(*See item 6A–6C in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS N/A

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[redacted]

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

[redacted] | Co-Buyer Name and Address (including Zip Code) | Seller-Creditor (Name and Address)

[redacted] | Email:

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
Used	2023	Ford Bronco Sport	5520	[redacted]	Personal, family, or household unless otherwise indicated below ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 2,000.00 is
11.49 %	$ 16,099.68 (e)	$ 40,743.60 (e)	$ 56,843.28 (e)	$ 58,843.28 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	$ N/A	N/A
One Payment of	$ N/A	N/A
One Payment of	$ N/A	N/A
72 Payments	$ 789.49	Monthly beginning 10/08/2023
N/A	$ N/A	N/A
One final payment	$ N/A	N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
$ N/A Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A Limits	N/A Mos.	$ N/A
Property Damage $ N/A Limits	N/A Mos.	$ N/A
Medical N/A	N/A Mos.	$ N/A
N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums		$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X A Transmitted - 8/24/23 8:22:39pm
Co-Buyer X A Transmitted - 8/24/23 8:22:41pm
Seller X A Transmitted - 8/24/23 8:22:44pm

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X B N/A **Co-Buyer Signature** X B N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:** N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X C Transmitted - 8/24/23 8:22:46pm **Co-Buyer Signs** X C Transmitted - 8/24/23 8:22:48pm

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[redacted]

Department of Motor Vehicles

USED VEHICLE DEALER NOTICE/TEMPORARY IDENTIFICATIO

(Must be affixed to the vehicle before delivery to the purchaser)

[redacted]

117 LC

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ITE
1.

OPTIONAL DEBT CANCELLATION AGREEMENT OR

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X F Transmitted - 8/24/23 8:22:55pm Co-Buyer Signs X F Transmitted - 8/24/23 8:22:58pm

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X G Transmitted - 8/24/23 8:23:00pm Co-Buyer X G Transmitted - 8/24/23 8:23:02pm

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:

YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X H Transmitted - 8/24/23 8:23:04pm X H Transmitted - 8/24/23 8:23:07pm

All references in this contract to "debt cancellation agreement" shall be replaced with "debt cancellation agreement or guaranteed asset protection waiver".

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X I Transmitted - 8/24/23 8:23:09pm Co-Buyer Signature X I Transmitted - 8/24/23 8:23:12pm

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars [redacted] certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehi[redacted] an off-highway mot[redacted]. See the vehicle contract cancellation option ag[redacted]

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE [redacted] ING A

[redacted]

Buyer Signat[redacted]
Buyer Printed[redacted]

If the "business" u[redacted]

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. All co-buyers have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A

Address N/A Address N/A

Seller Signs FAIRVIEW FORD Date N/A By X KTransmitted - 8/24/23 8:23:22pm Title N/A

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THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

From: [redacted]
To:
Subject:
Date:
Attachments:

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Ford
Quality Parts & Service

QC CARE FOR QUALITY QUALITY REPAIR

FAIRVIEW FORD SALES, INC.

292 North "G" Street
P.O. Box 1390
San Bernardino, CA 92402
Operator (909) 884-9261 • Fax (909) 884-3775
B.A.R. Lic. # ARD008703 www.fairviewford.com E.P.A. # CAD 981-442-247
Direct Lines (909) 386-0256 • (909) 386-0275 • (909) 386-0276 • (909) 386-0278 • (909) 386-0258
Body Shop (909) 386-0267

SERVICE INVOICE

Ford SVO MOTORSPORT
PERFORMANCE EQUIPMENT

Local Shuttle Service Available

Thank You For Your Business!

20 CC7703763 Q (07/11)

[redacted]

Concern	51	LATE NGT DROP CUST STATES CENTER OF VEHICLE WIRES MELTED CUST STATES IT CAUGHT FIRE	Operation	Tech Units Amount
Cause		FAULTY CYL 1 DIRECT FUEL INJECTOR, LEAKED CAUSING A FIRE	MTBUYBACK	795 3.4
Correction		VERIFIED CONCERN-PRESSURIZED FUEL SYSTEM TO FIND CYL 1 DIRECT FUEL INJECTOR EXTERNALLY SPRAYING FUEL ONTO CYL 2 IGNITION COIL-REMOVED COIL PACKS,PURGE VALVE,AIR TUBE ASSY,DIRECT INJECTOR RAIL AND INJECTORS FOR PHOTOS PER FORD-ENGINE HARNESS BURNT-INSULATOR AND POSSIBLY VALVE COVER AND OIL SEPARATOR		
Tech Notes		GASKET DAMAGED-NO REPAIRS MADE AT THIS TIME PER FORD-VEHICLE IS GETTING TOWED OUT Tech 795 KEY, DONALD CONCERN CD : A99 Repair Type 01 Visit 1		

Summary of Charges for Invoice W12082	Payment Distribution for Invoice W12082

Attention: The following Invoices also exist
CUS - CUSTOMERPAY

If you have any questions - please see STEVE SONIA

DISCLAIMER OF WARRANTY

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product. Any limitation contained herein does not apply where prohibited by law.

(Signed) Dealer, General Manager, or Authorized Person (Date)

HAZARDOUS WASTE FEE

Removal charge for all hazardous materials removed from your automobile, that must be disposed of as a hazardous waste.

X

Service Department Hours: Monday - Friday 7:00AM - 6:00PM • Body Shop Hours: Monday - Friday 7:30AM - 6:00PM

UCS02004

CUSTOMER

Ford | Ford Credit

[redacted]

Thank you for choosing Ford Credit.

We're happy to have you as a customer and to help you get the most from your experience.

We appreciate your business and look forward to helping with any questions or assistance you may need along the way. Just contact us at 800-727-7000 or ford.com/finance.
Enjoy the ride.

[redacted]

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Seller's Right to Cancel

a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.

b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of $5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over $5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

RQ24-008 000122 LC

T796831937-DP796831938 - THIS IS A CUSTOMER REVIEW COPY OF THE UNSIGNED ELECTRONIC FORM HELD BY ROUTEONE LLC

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

SERVICING AND COLLECTION CONTACTS

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.
You agree that you will, within a reasonable time, notify us of any change in your contact information.

APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.
If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.
If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.
If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

NON-AUTHORITATIVE COPY

RQ24-008 000123 LC

Affidavit of Title Application - Retail

The purpose of this affidavit is to provide pertinent information to facilitate the assignment of the retail contract to the Lienholder.

The dealer hereby certifies that the title application will be complete, accurate and include the following information:

Lienholder name and address	Ford Motor Credit Company P.O. Box 30201 College Station, TX 77842
Buyer name and address	[redacted]
Co-Buyer name and address	
Vehicle information:	
- Year	
- Make	
- Model	
- VIN	
- Mileage	

I, dealer, hereby certify that subject to the "Agreement to Terms of Assignment" the information contained within this affidavit is complete and accurate.

Dealer Name (printed): Dealer Address:	[redacted]
Dealer signature	
Date	

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OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.

b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.

c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) $25 if the original Amount Financed does not exceed $1,000, (2) $50 if the original Amount Financed is more than $1,000 but not more than $2,000, or (3) $75 if the original Amount Financed is more than $2,000.

2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.

Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

From: [redacted]
To:
Subject:
Date:

WARNING: This message originated outside of Ford Motor Company. Use caution when opening attachments, clicking links, or responding.

Good afternoon. The tech is indicating the injector failed which would make this a warrantable concern. Here are some additional pictures.

[redacted]

To: Felipe Lopez <flopez@fairviewford.com>
Subject: RE: OGC Review; 2023 Bronco Spor [redacted]

Felipe – I wasn't able to reach you by phone but at this point we'd like you to confirm the causal part, that the failure was caused by a covered component (i.e., 'warrantable'). You indicate below that you should be able to confirm with some 'tear down'. I'll agree to cover your manual time needed (with a code in OWS) to verify the causal part and that the part is a covered component. This is not a repair approval. Thank you.

PRIVILEGED AND CONFIDENTIAL
This email may contain privileged communications. If you received it in error, please delete it immediately and notify the sender.

From: Felipe Lopez <flopez@fairviewford.com>
Sent: Monday, September 18, 2023 1:35 PM
To: Bardell, Steve (S.) <sbardell@ford.com>
Subject: RE: OGC Review; 2023 Bronco Spor [redacted]

Rough estimate pricing out what is visual and may be hidden is $3,400.00 – let me know if you want me to proceed

From: Felipe Lopez flopez@fairviewford.com
Sent: Monday, September 18, 2023 1:04 PM
To: Bardell, Steve (S.) sbardell@ford.com
Subject: RE: Message from KM_300i

This is what is visible. I will get my tech to give me a rough estimate on needed repairs. He believes an injector stayed opened causing the fire but unsure until we tear it down.

From: Bardell, Steve (S.) <sbardell@ford.com
Sent: Monday, September 18, 2023 8:26 AM
To: Felipe Lopez <flopez@fairviewford.com>
Subject: RE: OGC Review; 2023 Bronco Spor [redacted]

Felipe – I saw that your two Tech Hotline contacts have dealer diag/technician remarks about fuel injector. Send me that on your dealer form (whether workorder or diagRO). We can't proceed without it.

It's unclear to me the extent of teardown you're suggesting is necessary in order to get an idea of repair cost, so we can hold off on estimate at this time. If you're suggesting the vehicle is totaled rather than repairable, feel free to clarify that.

Thank you.

PRIVILEGED AND CONFIDENTIAL
This email may contain privileged communications. If you received it in error, please delete it immediately and notify the sender.

From: Felipe Lopez <flopez@fairviewford.com>
Sent: Friday, September 15, 2023 9:51 AM
To: Bardell, Steve (S.) <sbardell@ford.com>
Subject: RE: OGC Review; 2023 Bronco Sport [redacted]

Good morning. There are no tech notes since he popped the hood and saw the engine fire. Also do not have an estimate since it has not been torn down. Would you like for me to tear down to get an estimate?

From: Bardell, Steve (S.) <sbardell@ford.com>
Sent: Friday, September 15, 2023 5:03 AM
To: Felipe Lopez <flopez@fairviewford.com>
Subject: RE: OGC Review; 2023 Bronco Sport [redacted]

Felipe – I understand the customer has also submitted a buyback request to CRC and that CRC is reviewing it.

Please send me:

- Your diag RO with tech notes
- Itemized repair estimate (this is not a repair approval)

I'll cover for you to arrange a rental vehicle if he wants (if not already being provided by IWL), while this claim is in review (with a code in OWS when we're done). Please let me know if/when you put him in a rental.

Thank you,
Steve Bardell
Legal Analyst - Product Claims
Ford Office of the General Counsel
313.845.5627 - *fax 866.782.3280*
sbardell@ford.com
CONFIDENTIAL
This email may contain confidential communications. If you received it in error, please delete it immediately and notify the sender.

[redacted]

[redacted]

Here is a new claim for your handling.

Note to Dealer

DO NOT PUT THE VEHICLE IN STORAGE OR PROVIDE LOANERS WITHOUT THE APPROVAL OF THE OFFICE OF THE GENERAL COUNSEL

ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CUSTOMER WILL BE NOTIFIED OF OUR DECISION

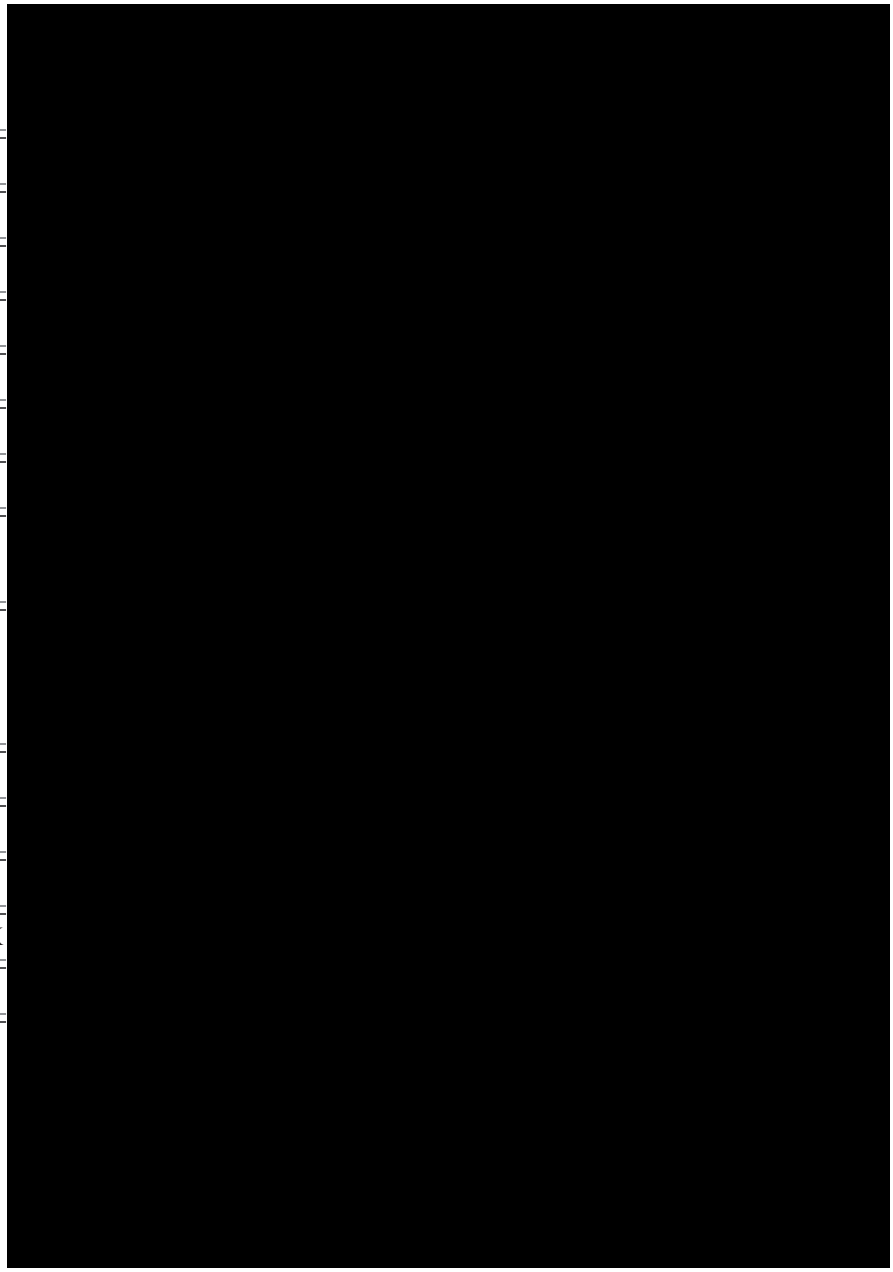
***EVALUATIONS MAY TAKE UP TO 90 DAYS ***

From: dcpform@ford.com <dcpform@ford.com>
Sent: Thursday, September 14, 2023 2:23 PM
To: Ordcalp, F (F.) <fordcalp@ford.com>
Cc: flopez@fairviewford.com
Subject: Dealer/Fleet Request For OGC Review

Dealership/Fleet Name:
P&A Code:
Contact Person:
Title:
Phone Number:
Email Address:
Region:
Address:
City:
State:
Zip Code:
CUSTOMER/VEHICLE INFORMATION
Warranty Start Date:
Vehicle Year:
Vehicle Model:
Vehicle VIN:
Mileage:
Customer/Fleet Name:
Street Address:
City:
State:

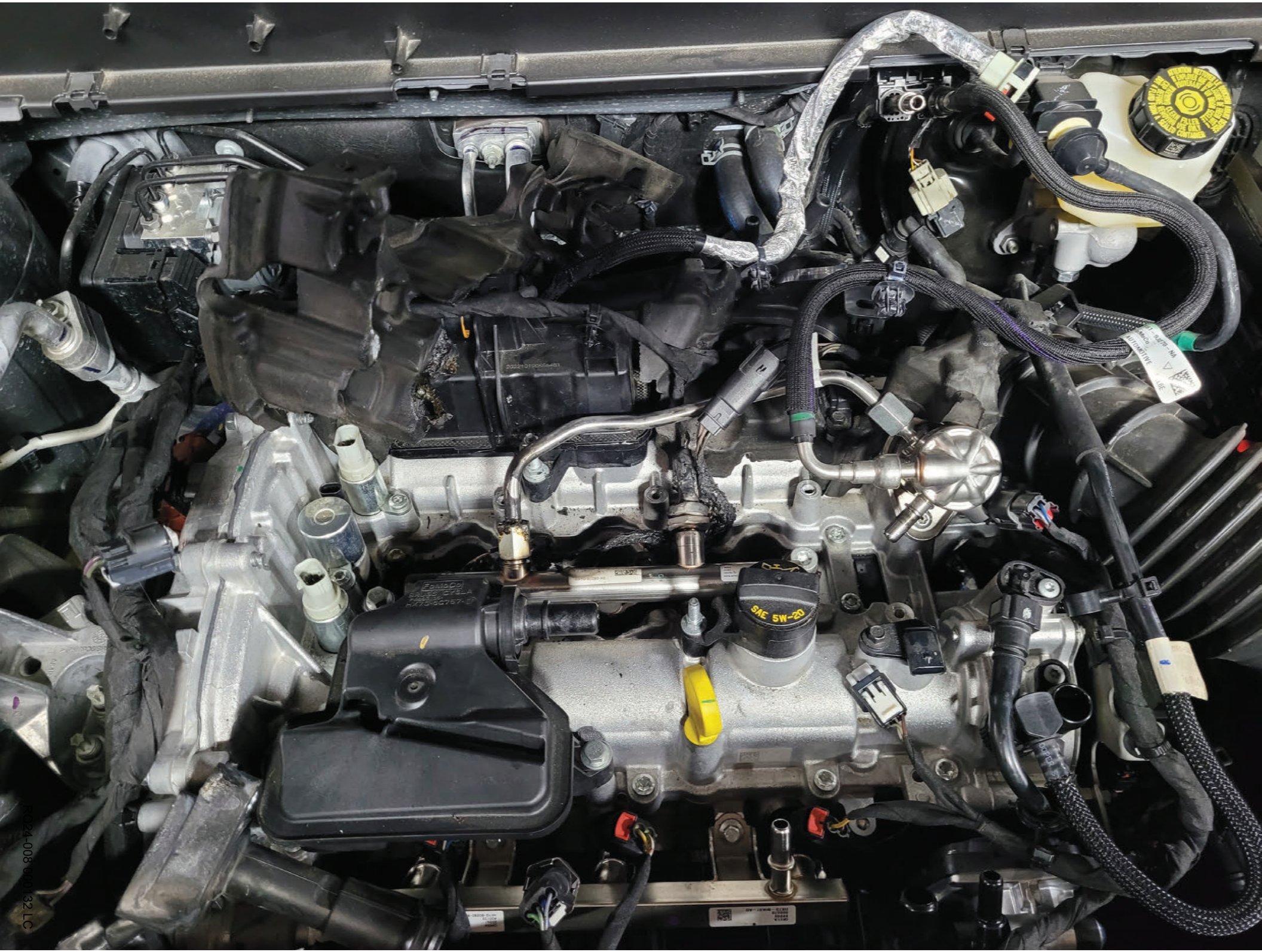
[redacted]

Zip Code:
Contact Phone:
Work Phone:
Email Address:
DETAILS OF INCIDENT
Incident Involves:
Date of Incident:
County in which incident occurred:
Is customer alleging a component defect CAUSED the incident?
If yes, what type & details: **If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap**
Was a police report filed?
Has the insurance company been contacted?
Vehicle Location:
RESOLUTION THAT CUSTOMER IS SEEK
COMMENTS:

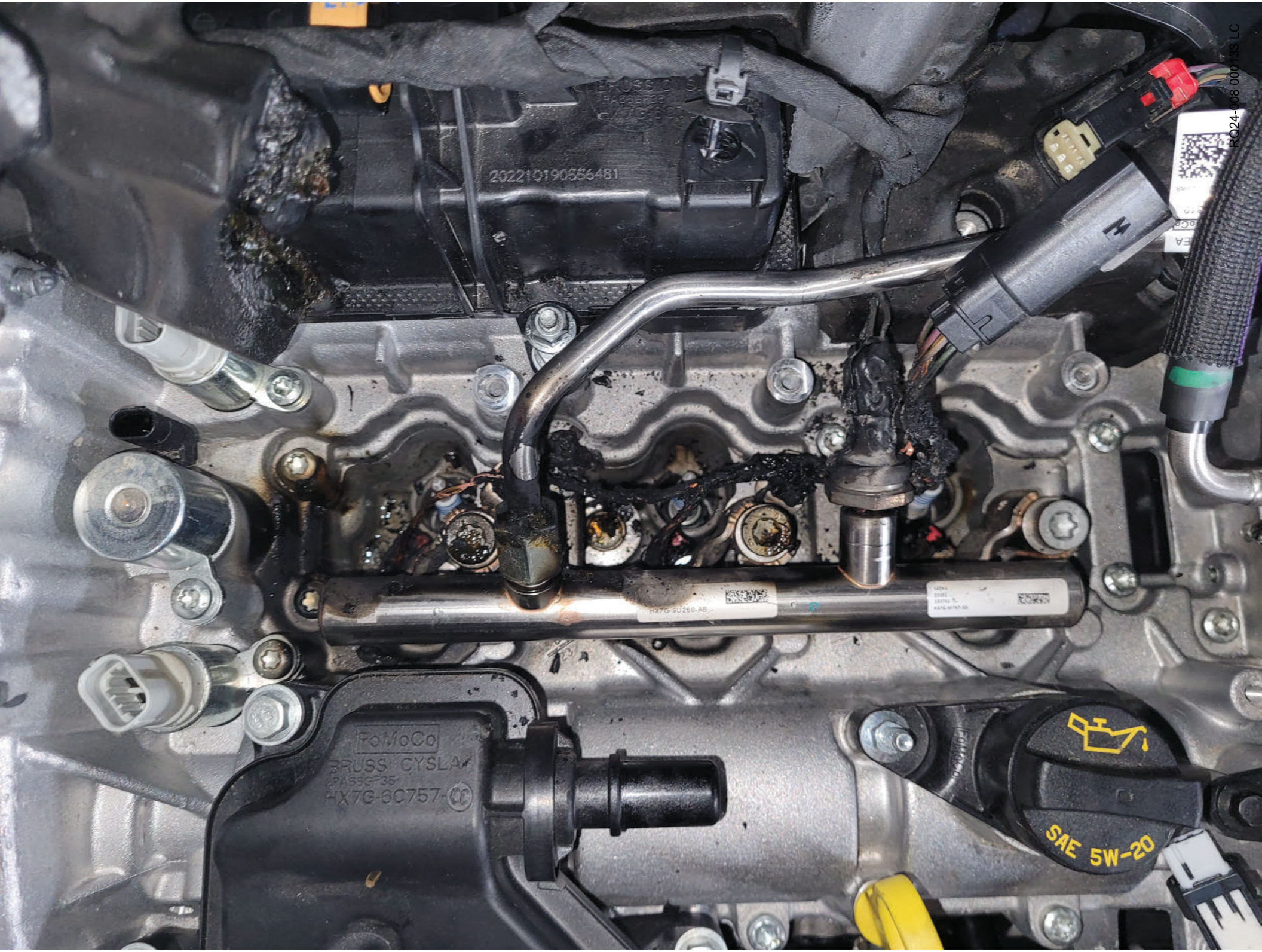


RQ24-008 000130 LC

RQ24-008 000131 LC



RC24-008 0001 32 LC



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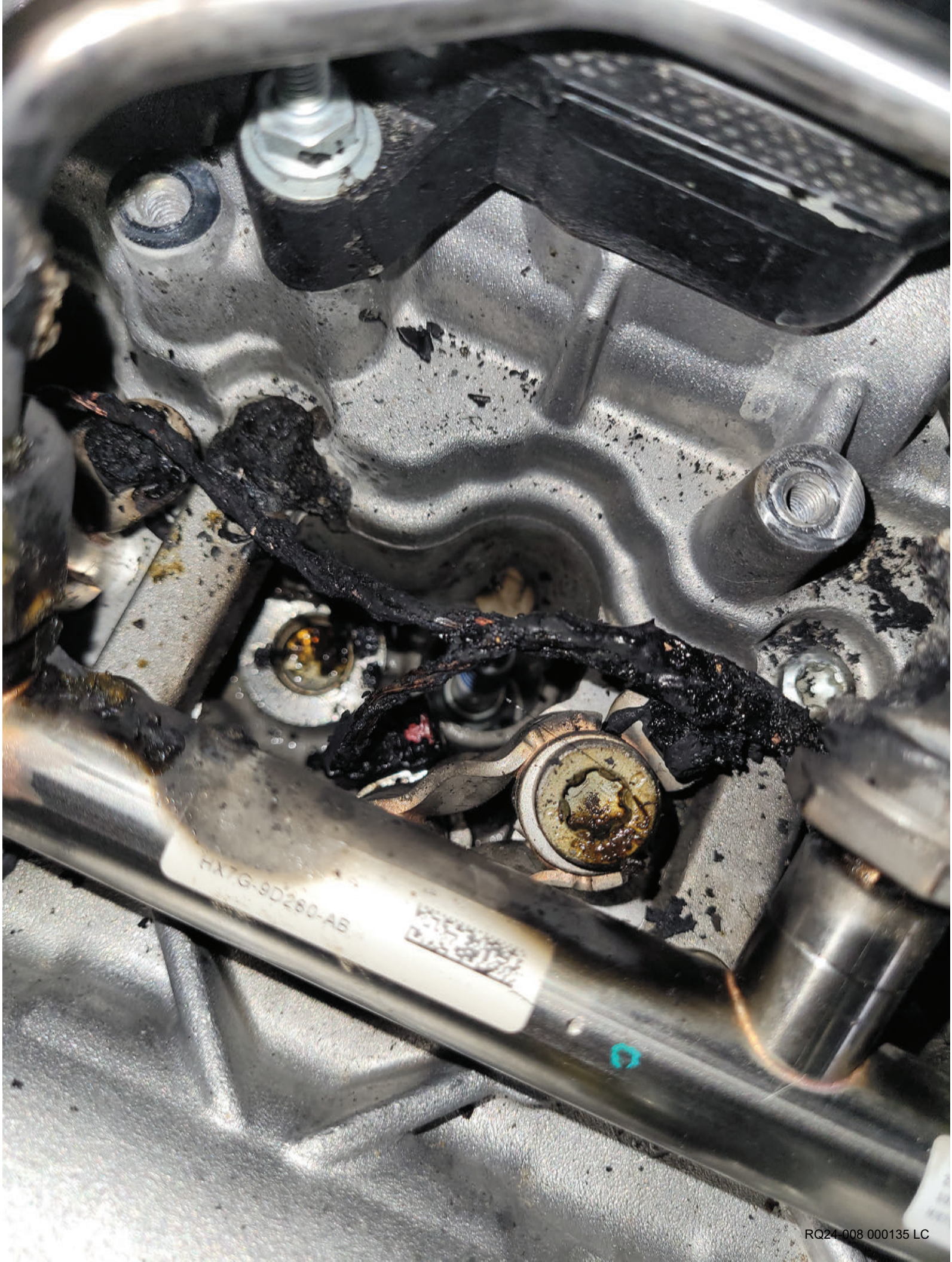
RQ24-008 000134 LC



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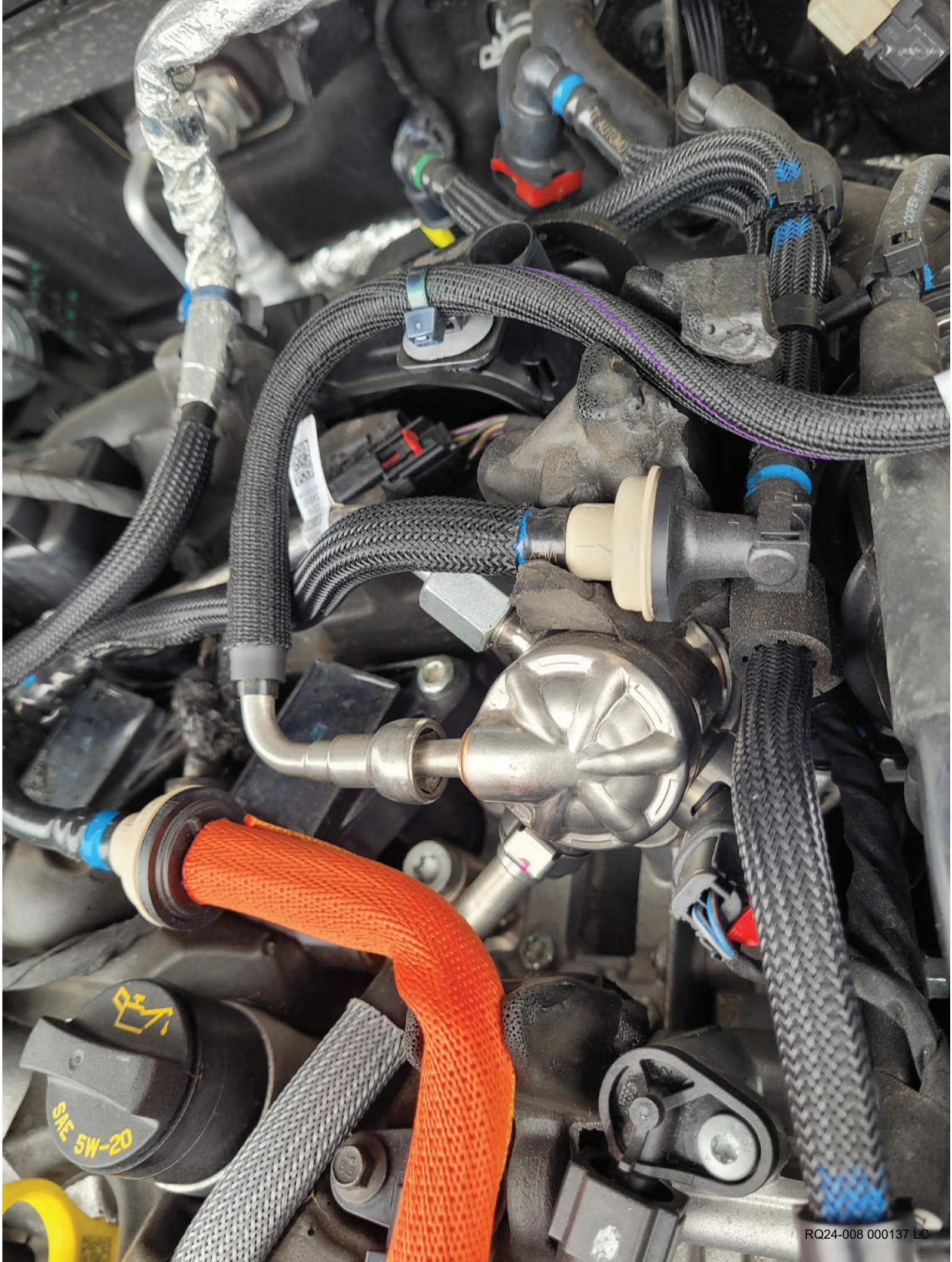

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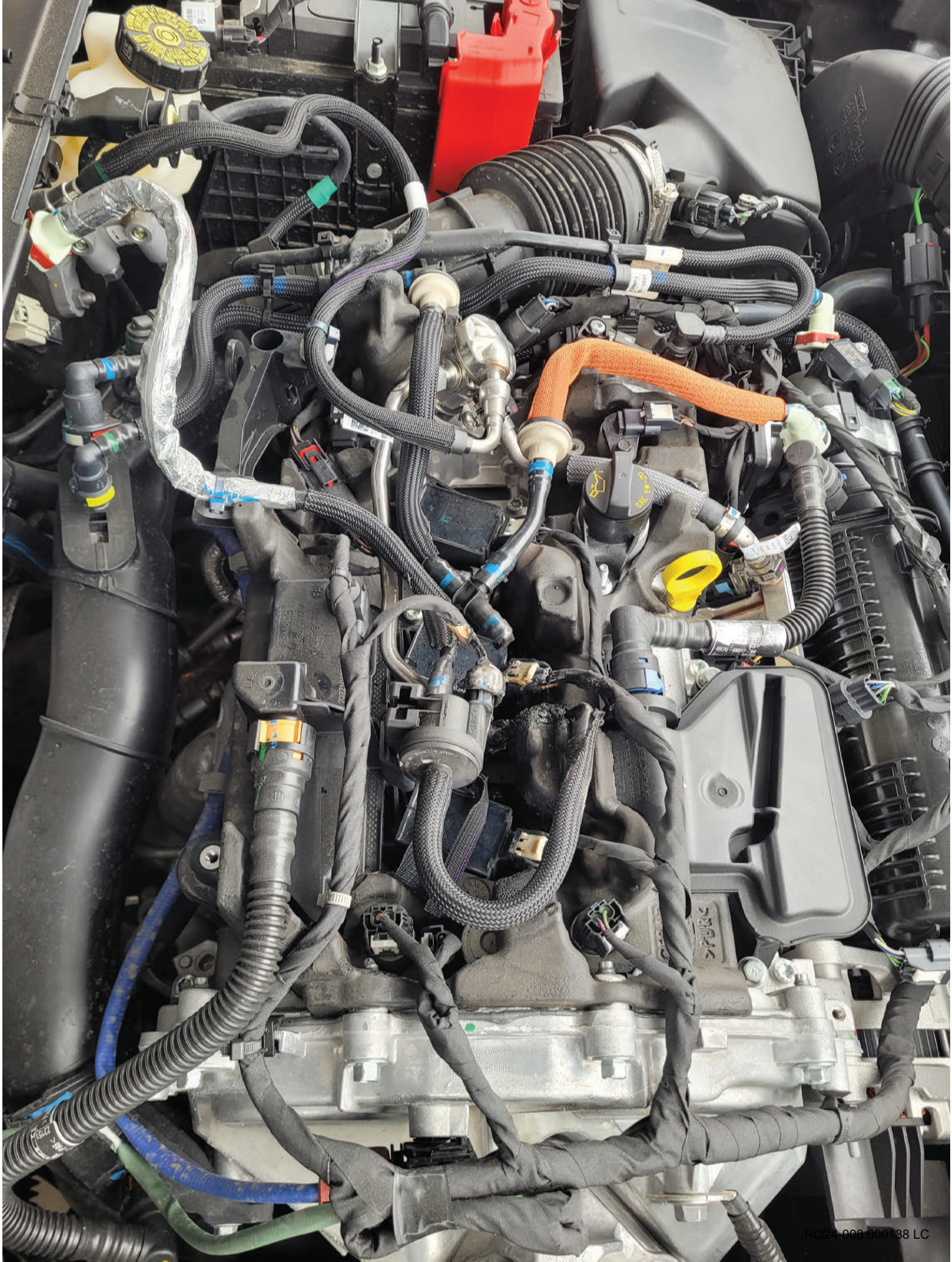
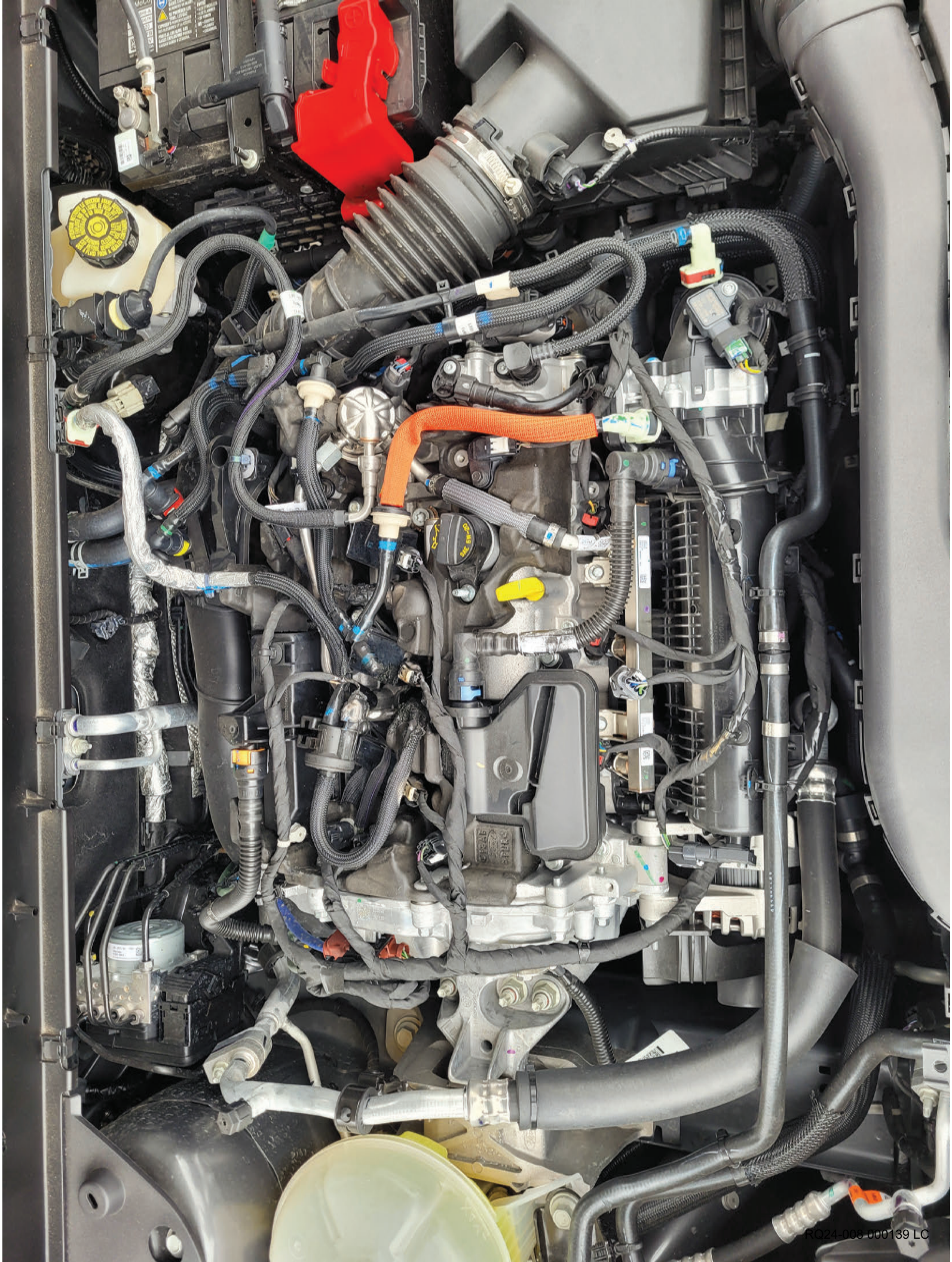


RQ24 008 000138 LC



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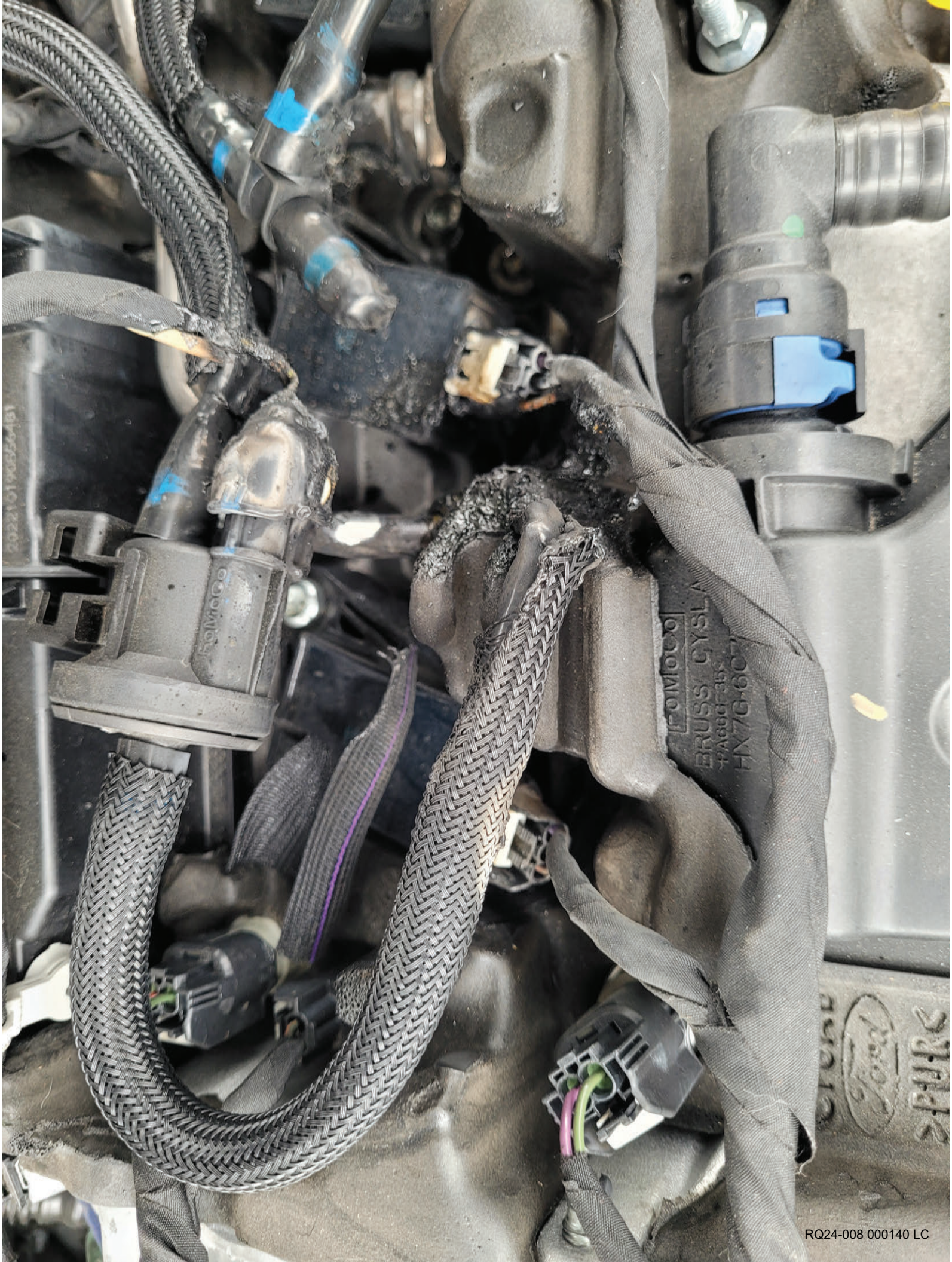

BRUSS CYSL
HX7G-6C
RQ24-008 000140 LC

RQ24-008 000141 LC

[redacted]

Concern 51	LATE NGT DROP CUST STATES CENTER OF VEHICLE WIRES MELTED CUST STATES IT CAUGHT FIRE	Operation	Tech	Units	Amount
Cause	FAULTY CYL 1 DIRECT FUEL INJECTOR, LEAKED CAUSING A FIRE	MTBUYBACK	795	3.4	575.96
Correction	VERIFIED CONCERN-PRESSURIZED FUEL SYSTEM TO FIND CYL 1 DIRECT FUEL INJECTOR EXTERNALLY SPRAYING FUEL ONTO CYL 2 IGNITION COIL-REMOVED COIL PACKS,PURGE VALVE,AIR TUBE ASSY,DIRECT INJECTOR RAIL AND INJECTORS FOR PHOTOS PER FORD-ENGINE HARNESS BURNT-INSULATOR AND POSSIBLY VALVE COVER AND OIL SEPARATOR				
Tech Notes	GASKET DAMAGED-NO REPAIRS MADE AT THIS TIME PER FORD-VEHICLE IS GETTING TOWED OUT Tech 795 KEY, DONALD CONCERN CD : A99 Repair Type 01 Visit 1				
		Subtotal			
Type: W		LABOR-MECHANICAL			575.96
		TOTAL CHARGE FOR CONCERN			575.96

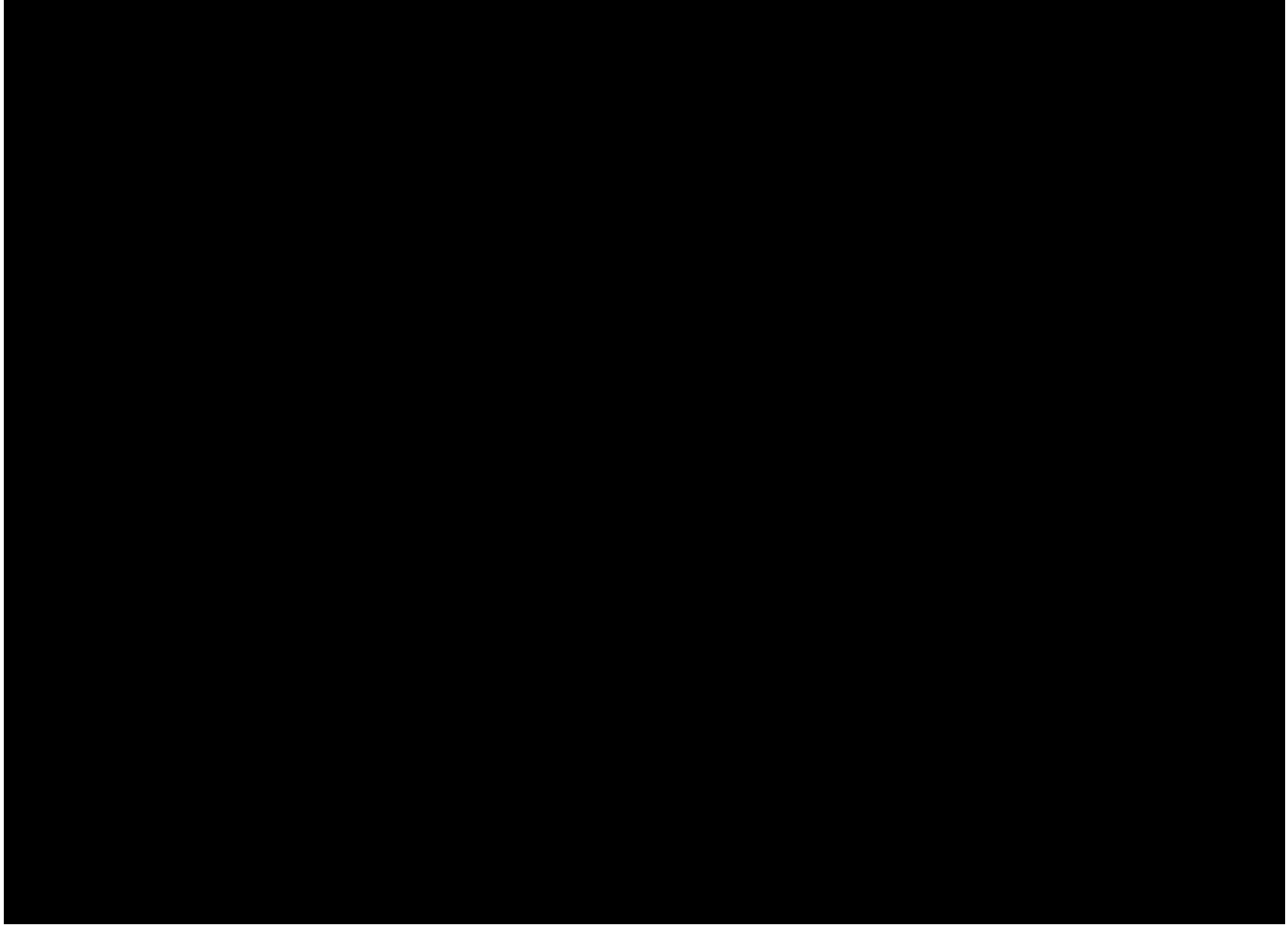
Summary of Charges for Invoice W12082		Payment Distribution for Invoice W12082	
LABOR-MECHANICAL	575.96	TOTAL CHARGE	575.96
TOTAL CHARGE	575.96	FAC WARRANTY	575.96

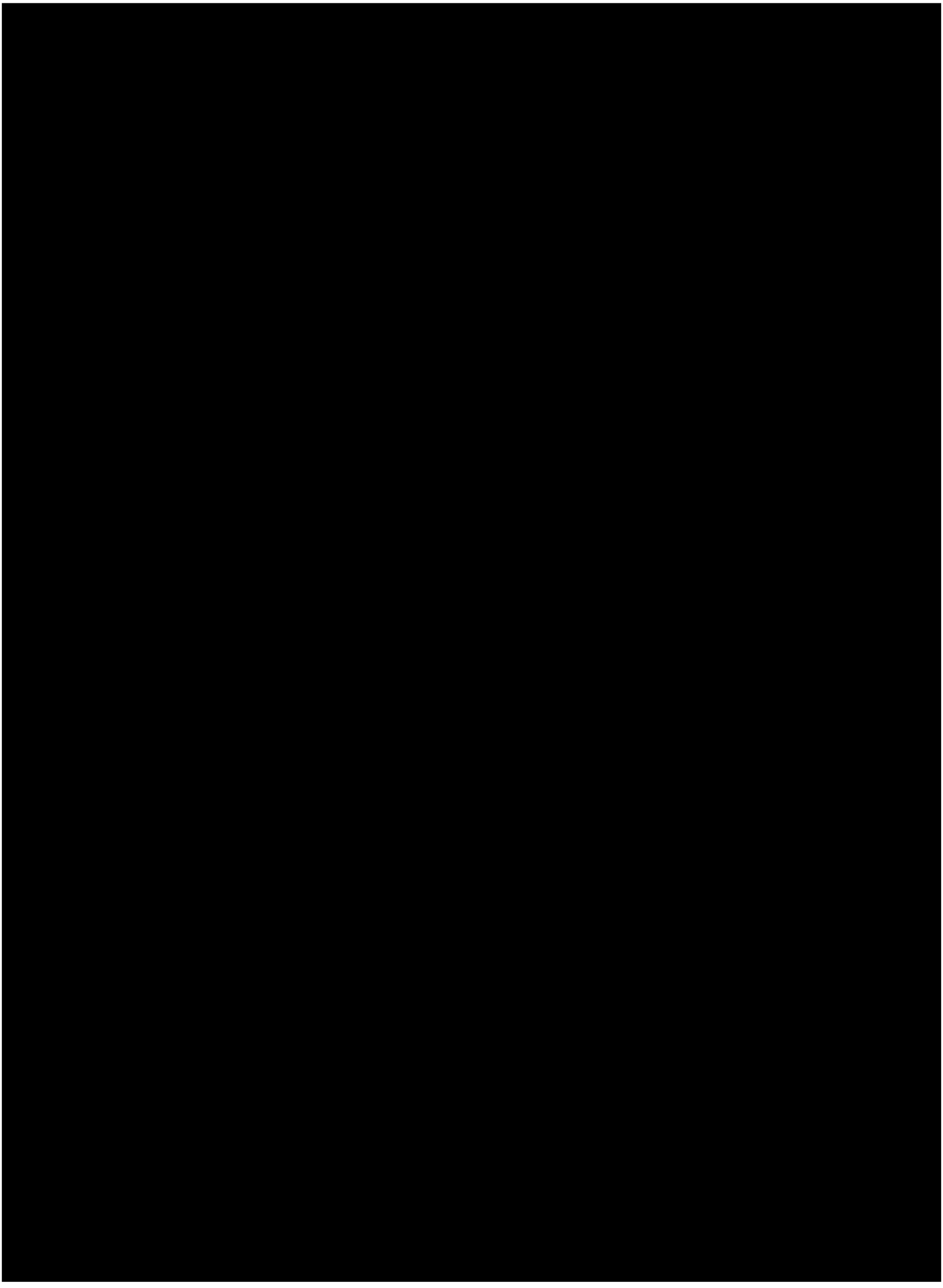
Estimate 0.00

If you have any questions - please see STEVE SONIA

UCS©2004

CUSTOMER





Incident Involves:	Fire
Date of Incident:	2023-03-06
County in which incident occurred:	ERIE
Is customer alleging a component defect CAUSED the incident?	Yes
If yes, what type & details: **If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap**	FUEL SMELL-LEAK AT ENGINE
Was a police report filed?	No
If yes, where:	
Has the insurance company been contacted?	Yes
What did the insurance company advise?	NOTHING YET
Name and phone number of owner's insurance company & agent's name:	ERIE INSURANCE,ROBERT MURRAY IS THE AGENT, 814-870-3124
If the vehicle is a conversion unit, who is the [redacted]	[redacted]
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	

Information (if applicable):	NA
CVO Contact (if applicable - Fleet Only):	
RESOLUTION THAT CUSTOMER IS SEEKING:	REPLACE VEHICLE
COMMENTS:	REPLACED INJECTOR O RINGS FOR LEAKING FUEL ON 3/5 TEST DROVE, LET VEHICLE RUN, MADE SURE THERE WERE NO LEAKS DUE TO HAVING INJECTOR LEAK ISSUES WITH OTHER VEHICLES

COFFEY LAW PLLC

ATTORNEY AT LAW

DANIEL W. COFFEY
EMAIL: DAN@COFFEYLAWNY.COM

March 9, 2023

[redacted]

Dear Sir/Madam:

[redacted]ch 3, 2023, a new 2022 Ford Escape 242 (VIN # [redacted]sold and serviced by Dave Smith Ford self-ignited and destroyed the vehicle. The vehicle was owned by Lemac Packaging, Inc. ("Lemac"). The vehicle only had approximately 240 miles on it at the time of the fire and had just been serviced by Dave Smith Ford a few days prior. Erie Insurance Co. insured Lemac at the time of the fire and estimates the damage to be $38,900, with a $250 deductible. Erie is putting you on notice that you may be responsible for the fire and Erie has a potential subogation claim against you.

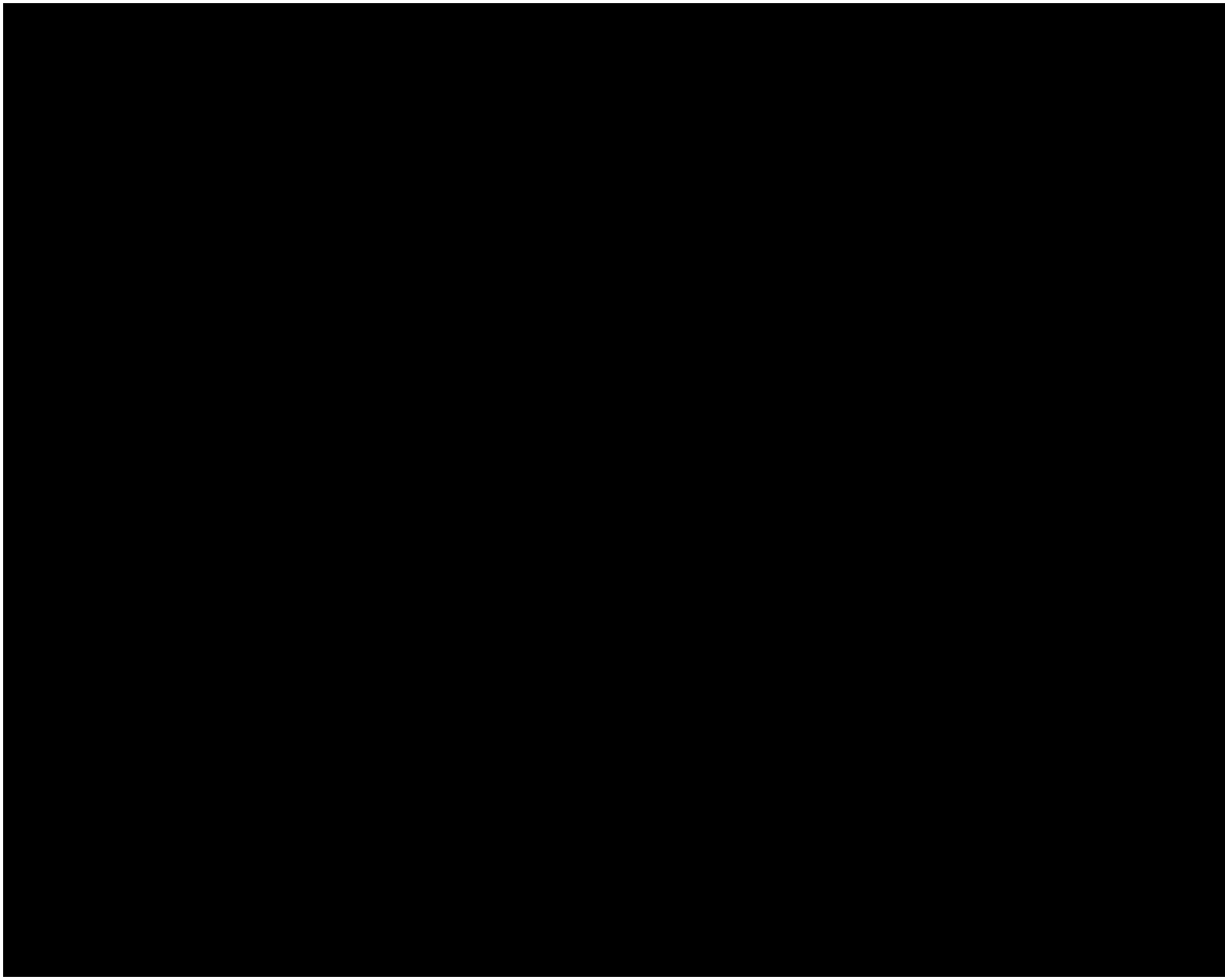
The vehicle has been secured and Erie desires to conduct an invasive examination of same. If you desire to view the fire scene and/or inspect the vehicle, it is imperative you contact my office in the next seven (7) days (by March 16, 2023).

IT IS IMPERATIVE THAT YOU TURN THIS LETTER OVER TO YOUR INSURANCE CARRIER/AGENT AND/OR ATTORNEY AND THAT THEY CONTACT ME NO LATER THAN MARCH 16, 2023 TO ADVISE ME IF THEY WOULD LIKE TO HAVE A REPRESENTATIVE VIEW THE FIRE SCENE AND/OR ATTEND A JOINT INVASIVE VEHICLE EXAMINATION.

IF WE DO NOT HEAR BACK FROM YOU, WE WILL ASSUME YOU/YOUR CARRIER DOES NOT DESIRE TO ATTEND THE EXAMINATION AND WE WILL PROCEED WITH AN INVASIVE EXAM WITHOUT YOUR REPRESENTATIVE PRESENT.

Thank you for your prompt attention.

[redacted]



COFFEY LAW PLLC

ATTORNEY AT LAW

DANIEL W. COFFEY
EMAIL: DAN@COFFEYLAWNY.COM

March 9, 2023

NOTICE OF POTENTIAL SUBROGATION CLAIM
TURN OVER TO YOUR INSURANCE COMPANY/AGENT

[redacted]

Dear Sir/Madam:

[redacted] 3, 2023, a new 2022 Ford Escape 242 (VIN # [redacted] ld and serviced by Dave Smith Ford self-ignited and destroyed the vehicle. The vehicle was owned by Lemac Packaging, Inc. ("Lemac"). The vehicle only had approximately 240 miles on it at the time of the fire and had just been serviced by Dave Smith Ford a few days prior. Erie Insurance Co. insured Lemac at the time of the fire and estimates the damage to be $38,900, with a $250 deductible. Erie is putting you on notice that you may be responsible for the fire and Erie has a potential subogation claim against you.

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IT IS IMPERATIVE THAT YOU TURN THIS LETTER OVER TO YOUR INSURANCE CARRIER/AGENT AND/OR ATTORNEY AND THAT THEY CONTACT ME NO LATER THAN MARCH 16, 2023 TO ADVISE ME IF THEY WOULD LIKE TO HAVE A REPRESENTATIVE VIEW THE FIRE SCENE AND/OR ATTEND A JOINT INVASIVE VEHICLE EXAMINATION.

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Thank you for your prompt attention.

[redacted]

FOCS215977

DAVE SMITH FORD

4045 TRANSIT RD
WILLIAMSVILLE, NY 14221
PHONE: 716-634-2000

REPAIR SHOP REG. NO R 710158

FOCS215977

[redacted]

LABOR----------
J# 2 00F0ZQ99PX VEHICLE REPORT CARD HOURS: 0.00 TECH(S):51769 INTERNAL
VEHICLE REPORT CARD
EXPRESS QUICK LANE VEHICLE CHECK UP
COMPLETED

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

TOTALS----------

	TOTAL LABOR....	0.00
	TOTAL PARTS....	0.00
[ ] CASH [ ] CHECK CK NO. [ ]	TOTAL SUBLET...	0.00
	TOTAL G.O.G....	0.00
[ ] VISA [ ] MASTERCARD [ ] DISCOVER	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE	TOTAL TAX.....	0.00
	TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

" I THE UNDERSIGNED HAVE PREPARED THIS WARRANTY CLAIM FROM THE INFORMATION CONTAINED ON THE DEALERS REPAIR ORDER AND HERE WITHIN AND CERTIFY IT TO BE A TRUE TRANSCRIPT. "

ADVANTAGE WARRANTY

PAGE 1 OF 1 SERVICE FILE COPY [END OF INVOICE] 12:37pm

Quick Lane
TIRE & AUTO CENTER
All Makes & Models
No Appointment Necessary
(716) 631-4846

IMPORTANT

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM US IN THE NEXT FEW WEEKS. IF FOR ANY REASON YOU CANNOT GRADE US AS COMPLETELY SATISFIED. PLEASE CONTACT ANDY SVISCO SERVICE MANAGER. 716-634-2000. YOUR SATISFACTION IS OUR #1 CONCERN!

THANK YOU!
For bringing your vehicle to us for service.

The Reynolds and Reynolds Company ERAINTINVE SF683993 O (11/15)
RQ24-008 000152 LC

RQ24-008 000153 LC

RQ24-008 000154 LC

RQ24-008.000155 LC

HAGENS BERMAN

[redacted]

May [redacted]

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[redacted]

Ford Motor Company ("Ford" or "Defendant") arising out of its design, manufacture, and sale of Model Year 2020–2023 Ford Escapes and 2021–2023 Ford Bronco Sports (the "Affected Vehicles"). Plaintiffs allege that the Affected Vehicles' fuel injectors are defective and are prone to cracking, causing fuel to leak at a rate of 19 liters per hour into the cylinder head and eventually onto the exhaust/turbo system, where it may combust, resulting in under-hood fires (the "Spontaneous Fire Defect"). Until very recently, Ford did not disclose this critical defect to the American public, which renders the vehicles unfit for their intended and ordinary use.

The Spontaneous Fire Defect exposes putative class members to an unreasonable risk of accident, injury, death, or property damage in the event their vehicle catches fire while in operation. The Spontaneous Fire Defect also exposes passengers, other drivers on the road, and other bystanders to an unreasonable risk of accident, injury, death, and property damage.

This fire risk is the direct result of a defect that was known or should have been known to Ford and is still unremedied by Ford. Not only did Ford omit disclosure of the Spontaneous Fire Defect and misrepresent the safety, quality, functionality, and reliability of the Affected Vehicles to putative class members, but it also omitted the consequences of the Spontaneous Fire Defect, including the serious safety hazards and monetary harm it might cause.

Ford admits to having received reports of 54 under-hood fires in a vehicle population of roughly 521,778. Ford received the first of these reports as early as September 9, 2020, and yet it did nothing to warn purchasers of the Spontaneous Fire [redacted]

Ford is not offering owners and lessees of the Affected Vehicles an adequate or timely remedy. The "fix" Ford has proposed to resolve the Spontaneous Fire Defect—updating the vehicle's software to warn consumers of a potential problem and installing tubes to drain fuel out from the vehicles—does not address the manufacturing defect in the vehicles' fuel injectors that result in fuel leaks in the first place. Indeed, Plaintiff Kellie Gillian experienced a fire after having gone through with Ford's recall. Instead, Ford's proposed solution will make it easier for fuel to drain out of the Affected Vehicles, creating an environmental hazard and setting the stage for future property damage and possible injury. This places an unfair burden on class members who are unable to safely operate their vehicles.

Moreover, given that documented fires have occurred while the vehicles were running, many class members are concerned about the safety of driving and transporting themselves and their families in the Affected Vehicles. Ford offers no solution to this either—e.g., a loaner or reimbursement for a rental.

Ford knew or should have known about the Spontaneous Fire Defect for some time, as evidenced by: (i) Ford's own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Affected Vehicles; and (iii) Ford's own investigation of fires in the Affected Vehicles.

Ford offers no adequate or timely remedy for the Spontaneous Fire Defect and offers no reimbursement to Affected Vehicle owners and lessees for out-of-pocket expenses, loss of use, and loss of value. Because an actual repair to the faulty fuel

injectors is not available, owners and lessees have been and are left without a safely operable vehicle for an unknown and potentially lengthy period.

Because of Ford's breaches of implied warranties and its failure to act more quickly in disclosing and providing a remedy for the Spontaneous Fire Defect, owners and lessees of Affected Vehicles are injured in fact, incurred damages, and suffered ascertainable losses in money and property. Had Plaintiffs and the putative class members known of the Spontaneous Fire Defect, then they would not have purchased or leased those vehicles, or they would have paid substantially less for them. Fires in the Affected Vehicles also necessitate expensive repairs, car rentals, car payments, towing charges, property damage, time off work, loss of use, and other miscellaneous costs. Moreover, because of the Spontaneous Fire Defect and Ford's omissions and misrepresentations about it and the Affected Vehicles, the Affected Vehicles have a lower market value and are worth less than they otherwise would be.

Plaintiffs allege that this conduct violates consumer protection statutes and/or implied warranty laws in California, *see* Cal. Civ. Code § 1750, *et seq.*; *id.* §§ 1791.1 & 1792; Florida, *see* Fla. Stat. § 501.201, *et seq.*; *id.* § 672.314; Illinois, *see* 810 ILCS 5/2-314; 810 ILCS 505/1, *et seq.*; 720 ILCS 295/1A; New York, *see* N.Y. Gen. Bus. Law § 349, *et seq.*; N.Y. U.C.C. Law §§ 2-314, 2A-212; Washington, *see* Rev. Code Wash. § 19.86.010, *et seq.*; Rev. Code Wash. § 62A.2-314; West Virginia, *see* W. Va. Code Ann. §§ 46-2-314, 46A-6-101, *et seq*; and Wisconsin, *see* Wis. Stat. Ann. § 100.18, *et seq.* This notice is being served on behalf of the above-referenced putative class.

Said putative class hereby demands that Defendant correct or otherwise rectify the damage caused by such unfair trade practices and warranty breaches and return all monies paid by putative class members. Otherwise, the class will seek recovery of damages, costs and fees through the courts under, among other statutes or state laws, Cal. Civ. Code § 1750, *et seq.*; *id.* §§ 1791.1 & 1792; Fla. Stat. § 501.201, *et seq.*; *id.* § 672.314; 810 ILCS 5/2-314; 810 ILCS 505/1, *et seq.*; 720 ILCS 295/1A; N.Y. Gen. Bus. Law § 349, *et seq.*; N.Y. U.C.C. Law §§ 2-314, 2A-212; Rev. Code Wash. § 19.86.010, *et seq.*; Rev. Code Wash. § 62A.2-314; W. Va. Code Ann. §§ 46-2-314, 46A-6-101, *et seq*; and Wis. Stat. Ann. §§ 100.18, *et seq.*

PLEASE TAKE FURTHER NOTICE that Plaintiffs intend to assert Class allegations under the foregoing statutes if full payment to the Class does not occur within the applicable statutory period.

[redacted]

CERTIFIED MAIL

7021 0950 0001 0143 9547

[redacted]

RQ24-008 000161 LC

[redacted]

[redacted]

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

[redacted]

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Michigan

[redacted]

Plaintiff,

[redacted]

Ford Motor Company,

Defendant.

SUMMONS IN A CIVIL ACTION

To: Ford Motor Company

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff s attorney,

[redacted]

ded in the

complaint. You also must file your answer or motion

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]008 000164 LC

[redacted]

AO 440 (Rev. 06/12) Summons in a Civil Action

PROOF OF SERVICE

(This section should not be filed with the Court unless required by Fed. R. Civ. P. 4(1))

[redacted]

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____

[ ] I personally served the summons on the individual at *(place)* _____

_____ on *(date)* _____ ; or

[ ] I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

[ ] I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on (date) _____ ; or

[ ] I returned the summons unexecuted because _____ ; or

[ ] Other: *(specify)*: _____

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____.

I declare under the penalty of perjury that this information is true.

Date: _____

_____
Server's Signature

_____
Printed Name and Title

_____
Server's address

Additional information regarding attempted service, etc.:

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

[redacted]

Case No.

JURY TRIAL DEMANDED

Plaintiffs,

[redacted]

Defendant.

CLASS ACTION COMPLAINT

[redacted]

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[redacted]

Plaintiffs file this lawsuit individually and on behalf of proposed nationwide and statewide Classes. Plaintiffs allege the following based on personal knowledge as to their own acts and experiences and, as to all other matters, based on the investigation of counsel:

I. INTRODUCTION

1. The most important duty of a car manufacturer is to provide consumers with a safe car. A second duty is to tell consumers the complete truth about any issues that may impact the safety of a car at the point of sale. A third and related duty is to promptly warn consumers and fix or replace a car where the manufacturer learns of an issue that implicates serious safety concerns. Finally, when a car manufacturer recalls a vehicle to institute a fix, the fix should address the risk involved and should not create new safety or environmental problems.

2. Ford Motor Company ("Ford") breached these fundamental duties by selling Ford Escapes and Ford Bronco Sports equipped with fuel injectors that are prone to cracking, presenting a serious fire risk. Then, though Ford knew or should have known of the fire risk prior to launching the vehicles, it did nothing to promptly warn owners and lessees, instead waiting over a year to announce a safety recall. And while Ford now is implementing a "fix" to prevent these vehicles from catching on fire, it has chosen not to design or issue a *bona fide* fix that addresses the underlying problem that is causing the fuel injectors to crack.

[redacted]

Instead, Ford has focused only on mitigating the risk that fuel that leaks from a cracked fuel injector will accumulate near the exhaust and turbo system where it may combust, while leaving the fuel itself to run onto the roadways, or onto vehicle owners' driveways and garages. What is more, Ford's perfunctory "fix" creates new safety and environmental issues that Ford has not addressed.

3. Model Year 2020–2023 Ford Escapes and 2021–2023 Ford Bronco Sports with 1.5L engines (the "Fire Risk Vehicles") are equipped with fuel injectors that are prone to cracking. Cracked fuel injectors in the engine allows for fuel to leak at a rate as high as 19 liters per hour into the cylinder head, which can travel out via a drain hole and down onto the exhaust and turbo system, resulting in under hood fires (the "Spontaneous Fire Risk").

4. The Spontaneous Fire Risk exposes putative class members to an unreasonable risk of accident, injury, death, or property damage if their vehicle leaks such fuel and vapors or catches fire while in operation. The Spontaneous Fire Risk also exposes passengers, other drivers on the road, and other bystanders to an unreasonable risk of accident, injury, death, and property damage.

5. This fire risk was known or should have been known to Ford and is still unremedied by Ford. Not only did Ford fail to disclose the Spontaneous Fire Risk to consumers both before and after their purchases of Fire Risk Vehicles, but it also misrepresented the vehicles' safety, reliability, functionality, and quality by

this omission. Ford also omitted the consequences, including the serious safety hazards and monetary harm caused by the Spontaneous Fire Risk—e.g., damage to a vehicle and injury or death to persons in the vehicle or another vehicle in proximity should the Fire Risk Vehicle catch on fire and/or damage to property from fuel and vapors leaking onto roadways and driveways, and into garages.

6. Reports relating to the Spontaneous Fire Risk were made to Ford as early as September 9, 2020.[1] Yet Ford continued to sell the Fire Risk Vehicles and did nothing to warn purchasers of the Spontaneous Fire Risk until it issued a recall on March 25, 2022.[2] But even that recall, Ford now admits, was insufficient: it dealt with damaged oil separators only, and it did not address any problems with fuel injectors that are prone to cracking.[3] It was not until ten more fires occurred in Fire Risk Vehicles—after those vehicles had passed inspection for their oil separators—that Ford Engineering examined the Fire Risk Vehicles' fuel injectors and concluded that cracks in those injectors were leading to under-hood fires in the

[redacted]

Fire Risk Vehicles.[4] Ford's recall pertaining to the cracked fuel injectors was not issued until November 18, 2022.[5]

7. To date, Ford has admitted that there have been at least 54 reports of under-hood fires[6] in a vehicle population of 521,778.[7] Of these fires, 17 have been confirmed as likely the result of a cracked fuel injector,[8] and at least two of these fires resulted in injuries.[9] Ford estimates that one percent of all Fire Risk Vehicles have the fuel injector defect.[10] This equates to over 5,000 vehicles that may experience a catastrophic fire. Given the severe damage and injury a vehicle fire can cause, the rates of a defect leading to a fire must be near zero to be tolerable.

8. Ford has recalled the Fire Risk Vehicles and instituted a "fix," but the fix Ford is using to resolve the Fire Risk does not address the manufacturing flaws

[redacted]

in the fuel injectors that are causing fuel and vapors to leak into the cylinder head (and subsequently onto the exhaust and turbo system) at a rate of 19 liters per hour. Instead, Ford's solution is to (1) update engine control software to detect a pressure drop in the fuel rail and provide messaging to the driver to seek service as well as to derate engine power output and reduce temperatures of possible ignition sources, and (2) install a drain tube to allow fuel to drain from the cylinder head drain hole to the ground below the vehicle.[11] Ford has not even attempted to resolve the underlying issue with the fuel injectors, noting that "the root cause is still under investigation."[12]

9. Aside from being an inadequate solution, Ford's "fix" creates new problems. Allowing fuel and vapors to leak out of the Fire Risk Vehicles creates an environmental hazard and sets the stage for future property damage and possible injury.

10. A vehicle that has a risk of spontaneously catching on fire while in operation is not fit for its ordinary purpose. And a "fix" that does nothing to actually address an underlying issue, and in fact creates additional problems, is not a fix at all. Ford is placing an unfair burden on Class members whose vehicles are

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

still equipped with fuel injectors that may crack and leak fuel, and who may now additionally face the risk of fuel and vapors leaking onto their property.

11. Ford knew or should have known about the Spontaneous Fire Risk before the Fire Risk Vehicles went to market. At the very least, Ford certainly knew about the Spontaneous Fire Risk well before it issued its recall, as evidenced by: (1) the rigorous pre-launch testing of the Fire Risk Vehicles; (2) the direct and public reports of fires in 54 Fire Risk Vehicles; and (3) Ford's own investigation of fires in the Fire Risk Vehicles.

12. Ford offers no reimbursement to Fire Risk Vehicle owners and lessees for out-of-pocket expenses, loss of use, and loss of value. Because a *bona fide* repair to the fuel injectors is not being made, putative class members are left without a safely operable vehicle for an unknown and potentially lengthy period.

13. To add further insult to injury, rather than do the right thing and globally offer to provide consumers with a comparable loaner vehicle while Ford fully resolves the issue, Ford has done nothing of the sort.

14. Because of Ford's omissions regarding the Spontaneous Fire Risk and failure to act more quickly in disclosing and providing a remedy, it has violated state consumer protection acts, been unjustly enriched, and breached implied warranties of merchantability. Plaintiffs and other owners and lessees of the Fire Risk Vehicles have been injured in fact, incurred damages, and suffered

ascertainable losses in money and property. Had Plaintiffs and putative Class members known of the Spontaneous Fire Risk, then they would either not have purchased or leased those vehicles or would have paid less for them. Fires in the Fire Risk Vehicles necessitate expensive repairs, car rentals, car payments, towing charges, property damage, time off work, loss of use, and other miscellaneous costs. And Plaintiffs and Class members whose vehicles have undergone Ford's "fix" must now additionally contend with potential property damage due to leaked fuel and vapors.

15. Plaintiffs bring this class action to redress Ford's misconduct. Plaintiffs seek damages and a repair under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 23-1-2312, state consumer protection acts, state implied warranty acts, and unjust enrichment at common law.

II. JURISDICTION

16. This Court has original jurisdiction over this lawsuit under the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d)(2) and (6), because Plaintiffs and Defendant are citizens of different states; there are more than 100 members of the Nationwide Class and each Subclass (as defined herein); the aggregate amount in controversy exceeds $5 million, exclusive of attorneys' fees, interest, and costs; and Class members reside across the United States. The citizenship of each party is described further below in the "Parties" section.

17. This Court has personal jurisdiction over the Defendant by virtue of its transactions and business conducted in this judicial district, and because Defendant is headquartered in Michigan. Defendant has transacted and done business, and violated statutory and common law, in the State of Michigan and in this judicial district.

III. VENUE

18. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Defendant transacts substantial business and is headquartered in this district.

IV. PARTIES

A. Plaintiffs

[redacted]

where he is a resident and citizen. Plaintiff purchased a 2022 Model Year Ford Bronco Sport on or about March 5, 2022, from a dealership in Foxborough, Massachusetts. Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

20. Plaintiff purchased his Fire Risk Vehicle as his primary, day-to-day vehicle. He regularly uses the vehicle for his own transportation needs. He also uses the vehicle to transport his children, aged 18 and 14, to and from school.

21. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability, safety, and the vehicle's benefits for use by families. Plaintiff's trust in the Ford brand led him to conclude, at the time of his purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety, reliability, and family-friendly aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before his purchase.

22. Plaintiff does not believe that updating the vehicle's software to warn him of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

23. Had Plaintiff been aware of the Spontaneous Fire Risk and Ford's proposed "fix," he would not have purchased this vehicle, or he would have paid less for the vehicle.

on or about March 20, 2021 from a dealership in Yonkers, New York. Plaintiff's Ford Escape is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

25. Plaintiff leased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly uses the vehicle for her own transportation needs.

26. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led her to conclude, at the time of signing her lease, that the Ford Escape was a reliable and safe vehicle. However, despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before she leased the vehicle.

27. Plaintiff does not believe that updating the vehicle's software to warn her of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel,

[redacted]

then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

28. Had Plaintiff been aware of the Spontaneous Fire Risk and Ford's proposed "fix," she would not have purchased this vehicle, or she would have paid less for the vehicle.

[redacted]

where he is a resident and citizen. Plaintiff purchased a 2022 Model Year Ford Bronco Sport on or about April 29, 2022, from a dealership in St. Alban's, West Virginia. Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

30. Plaintiff purchased his Fire Risk Vehicle as his primary, day-to-day vehicle. He regularly uses the vehicle for his own transportation needs. He also uses the vehicle to transport his minor daughter to and from school, sports matches, and Girl Scout outings, among other activities.

31. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability, safety, and the vehicle's benefits for use by families. Plaintiff's trust in the Ford brand led him to

conclude, at the time of his purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety, reliability, and family-friendly aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before his purchase.

32. Plaintiff does not believe that updating the vehicle's software to warn him of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's driveway, which is located just a few feet from Plaintiff's house.

33. Had Plaintiff been aware of the Spontaneous Fire Risk and Ford's proposed "fix," he would not have purchased this vehicle, or he would have paid less for the vehicle.

B. Defendant

34. Defendant Ford Motor Company ("Ford") is a Delaware limited liability company organized and existing under the laws of the State of Delaware. Ford's principal place of business and headquarters is One American Road, Dearborn, Michigan 48126.

35. Ford is a motor vehicle manufacturer and a licensed distributor of new, previously untitled Ford motor vehicles. The Ford brand is one of the "Big Three" American automobile brands. Ford engages in commerce by distributing and selling new and used passenger cars and motor vehicles under its Ford brand.

36. Ford, through its various entities, designs, manufactures, markets, distributes, and sells automobiles throughout the U.S. and worldwide. Ford and its agents designed and manufactured the Fire Risk Vehicles. Ford also developed and disseminated the owner's manuals and warranty booklets, advertisements, brochures, and other promotional materials relating to the Fire Risk Vehicles, with the intent that such documents be purposely distributed throughout all fifty states. Ford is engaged in interstate commerce, selling vehicles through its network in every state of the United States.

37. Ford-authorized automobile dealerships sell automobiles under the Ford brand name and disseminate vehicle information provided by Ford to customers. At all relevant times, Ford's dealerships served as its agents for motor vehicle repairs and warranty issues because they performed repairs, replacements, and adjustments covered by Ford's manufacturer warranty under the contracts between Ford and its nearly 10,000 authorized dealerships worldwide.

[redacted]

V. FACTUAL ALLEGATIONS

A. Ford marketed the Fire Risk Vehicles as safe and reliable, and Ford knew that these attributes were material to consumers.

38. The Ford Fire Risk Vehicles are marketed to consumers as safe, reliable vehicles, and Ford knew these qualities were material to consumers in marketing them in this manner. These qualities were in fact material to Plaintiffs and Ford had the opportunity when describing safety features in sales material to be truthful.

39. For example, in the sales brochures for the 2020, 2021, and 2022 Ford Escapes, Ford touted various safety features like pre-collision assist, blind spot alerts, lane-keeping system, and rear-view cameras in the Fire Risk Vehicles because Ford knew safety was material to the average customer.[13]

[redacted]

[redacted]

MAKE YOUR WAY.

CONFIDENTLY.

Changing lanes. Keeping your distance. Parallel and perpendicular parking. Our extensive well-rounded collection of standard and available Ford Co-Pilot360™ Technology features can help you with these everyday situations and so many more. Our advanced technologies are about supplementing your driving skills.[1] Helping you feel confidently in command on the road.

FORD CO-PILOT360™ TECHNOLOGY

FORD CO-PILOT360

Standard on every 2022 Ford Escape® SUV

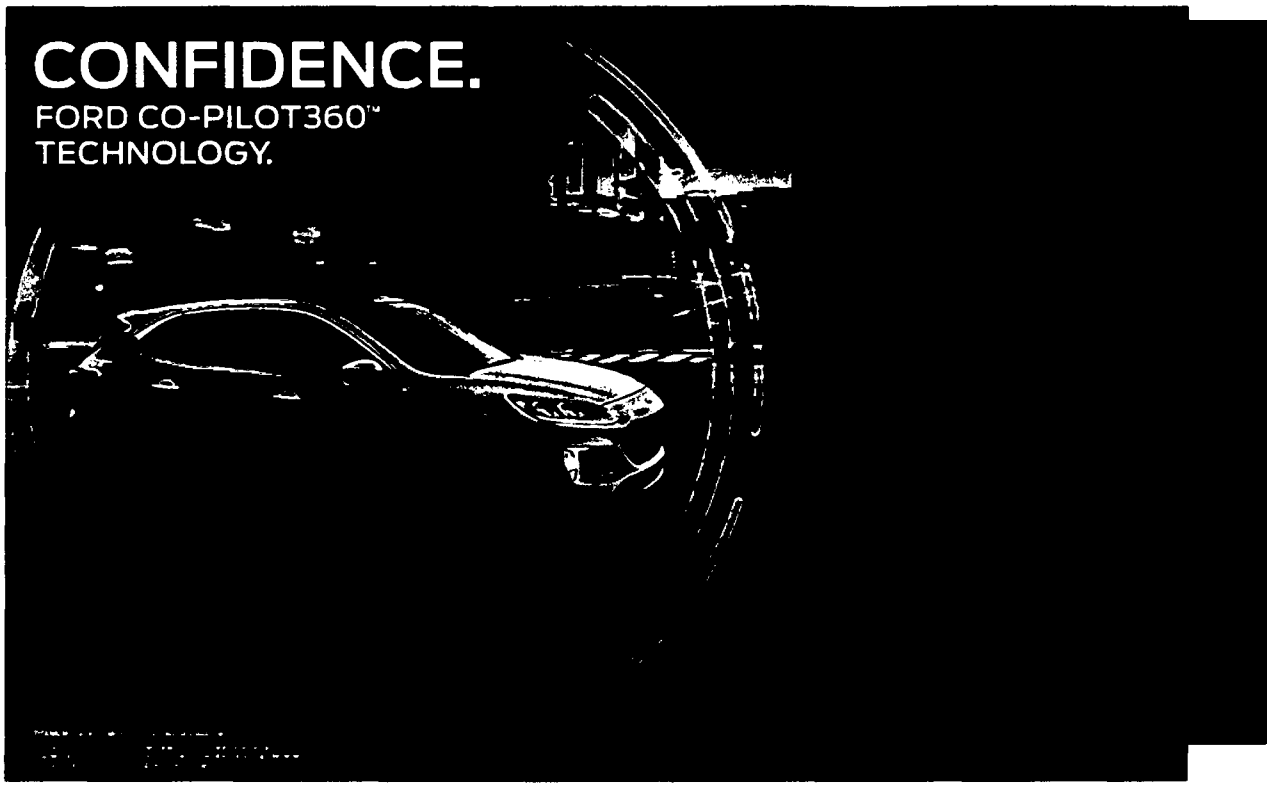
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- BLIS® (Blind Spot Information System) with Cross-Traffic Alert
- Lane-Keeping System
- Auto High-Beam Headlamps
- Rear View Camera
- Autolamp (Automatic On/Off Headlamps)
- Post-Collision Braking

FORD CO-PILOT360 ASSIST+

Standard on Titanium; Available on SE and SEL

- Intelligent Adaptive Cruise Control with Stop-and-Go and Lane Centering includes Speed Sign Recognition
- Evasive Steering Assist
- Voice-Activated Touchscreen Navigation System

SCAN TO LEARN MORE



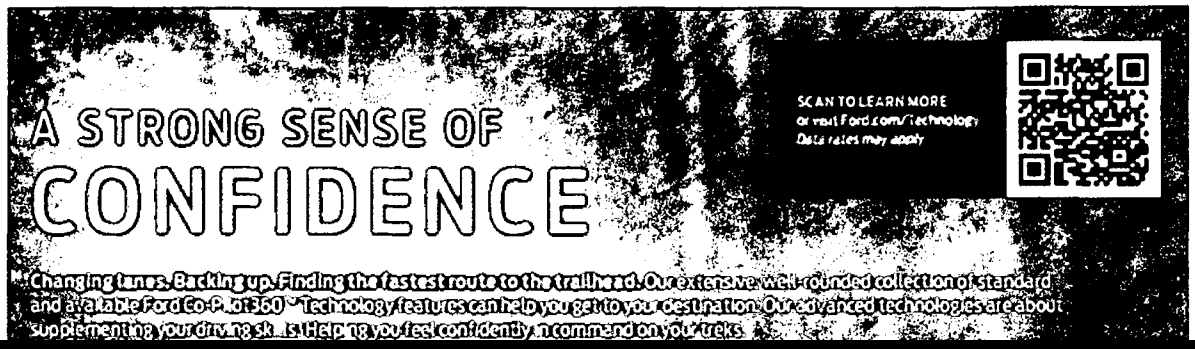
40. In a sales brochure for the 2021 Ford Bronco Sport, Ford again focused on safety features. Knowing safety is material to Plaintiffs and putative Class members, Ford told consumers that the Bronco Sport's built-in Ford Co-Pilot 360 Technology can provide drivers with "even more confidence-boosting features when heading out on the road."[14]

[14] **Exhibit 7**, MY 2021 Ford Bronco Sport Brochure v.2 at 12.

BRONCO

[redacted]

41. In a sales brochure for the 2022 Ford Bronco Sport, Ford refers to the vehicle as "capable"[15] and advertises that customers are assured "a strong sense of confidence."[16]

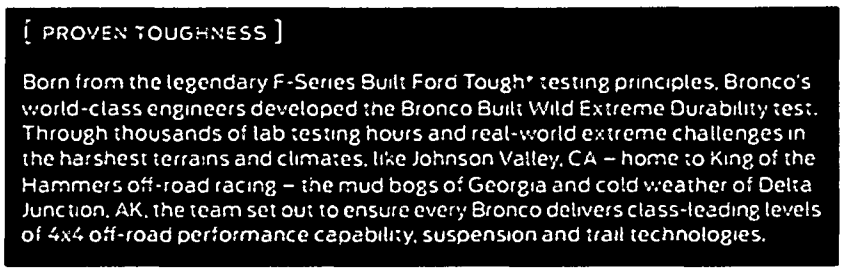


[redacted]

42. Knowing that reliability is also material to the average customer, Ford emphasizes the Bronco Sport's overall reliability, telling customers that the Bronco has been "put through its paces,"[17] has undergone the "Bronco Built Wild Extreme

[redacted]

Durability test,"[18] and has been through "thousands of lab testing hours and real-world extreme challenges in the harshest terrains." [19] Ford further assures customers that "every Bronco delivers class-leading levels of 4x4 off-road performance capability."[20]


[PROVEN TOUGHNESS]

Born from the legendary F-Series Built Ford Tough® testing principles, Bronco's world-class engineers developed the Bronco Built Wild Extreme Durability test. Through thousands of lab testing hours and real-world extreme challenges in the harshest terrains and climates, like Johnson Valley, CA – home to King of the Hammers off-road racing – the mud bogs of Georgia and cold weather of Delta Junction, AK, the team set out to ensure every Bronco delivers class-leading levels of 4x4 off-road performance capability, suspension and trail technologies.

[18] **Exhibit 9**, MY 2021 Ford Bronco Sport Brochure v.1 at 1.
[19] *Id.*
[20] *Id.*

43. Both the 2021 and 2022 sales brochures for the Ford Bronco Sport highlight a host of other safety features, including blind spot detection, a lane-keeping system, pre-collision assist, and a rearview camera, because Ford knew

safety was material to the average customer.[21] The 2022 brochure further boasts that drivers will feel "confidently in command."[22]

B. Plaintiffs and Class members paid thousands of dollars for the Fire Risk Vehicles because they thought the vehicles were safe and reliable.

44. Plaintiffs and putative Class members, believing in the safety, reliability, and fuel efficiency of the Fire Risk Vehicles as touted by Ford, paid thousands of dollars for the vehicles. The Manufacturer's Suggested Retail Price ("MSRP") for the 2023 Ford Escape starts at $28,995 for the base trim and goes up to $39,955 for the ST-Line Elite trim,[23] and the MSRP for the 2023 Ford Bronco Sport starts at $30,810 for the base trim and goes up to $46,250 for the Heritage Limited trim.[24]

45. Plaintiffs and putative Class members would not have paid these prices for Fire Risk Vehicles if they had known that the vehicles were not, in fact, safe and reliable, and that Ford's purported "fix" would result in reduced fuel efficiency.

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[21] **Exhibit 7**, MY 2021 Ford Bronco Sport Brochure v.2 at 12, 15.

[22] **Exhibit 8**, MY 2022 Ford Bronco Sport Brochure at 12.

[23] **Exhibit 10**, *2023 Ford Escape*, EDMUNDS.COM, https://www.edmunds.com/ford/escape (last visited Feb. 16, 2023).

[24] **Exhibit 11**, *2023 Ford Bronco Sport*, EDMUNDS.COM, https://www.edmunds.com/ford/bronco-sport/ (last visited Feb. 16, 2023).

C. Ford's Vehicle Warranties

46. Ford's New Vehicle Limited Warranty for Model Years 2020, 2021, 2022, and 2023 of the Ford Escape provides "bumper-to-bumper" coverage for 3 years/36,000 miles, whichever comes first.[25] Ford's Powertrain Warranty for the 2020, 2021, and 2022 Escapes provides coverage for 5 years/60,000 miles, whichever comes first.[26] On information and belief, this warranty coverage includes manufacturing issues like the Spontaneous Fire Risk in the Fire Risk Vehicles.

47. Ford's New Vehicle Limited Warranty for the Model Years 2021, 2022, and 2023 Ford Bronco Sports provides "bumper-to-bumper" coverage for 3 years/36,000 miles, whichever comes first.[27] Ford's Powertrain Warranty for the 2021, 2022, and 2023 Bronco Sports provides coverage for 5 years/60,000 miles,

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[25] **Exhibit 4**, MY 2020 Ford Escape brochure, at 16; **Exhibit 5**, MY 2021 Ford Escape brochure, at 16; **Exhibit 6**, MY 2022 Ford Escape brochure, at 16; **Exhibit 12**, 2023 Model Year Ford Warranty Guide at 8, https://www.fordservicecontent.com/Ford_Content/Catalog/owner_information/23MY_Ford_Car_LtTruck_Hybrid_WG_v1.pdf (last visited Feb. 16, 2023).

[26] **Exhibit 4**, MY 2020 Ford Escape brochure, at 16; **Exhibit 5**, MY 2021 Ford Escape brochure, at 16; **Exhibit 6**, MY 2022 Ford Escape brochure, at 16; **Exhibit 12**, 2023 Model Year Ford Warranty Guide at 11.

[27] **Exhibit 7**, MY 2021 Ford Bronco Sport brochure v.2, at 16; **Exhibit 8**, MY 2022 Ford Bronco Sport brochure, at 16; **Exhibit 12**, 2023 Model Year Ford Warranty Guide at 8.

whichever comes first.[28] On information and belief, this warranty coverage includes manufacturing issues like the Spontaneous Fire Risk in the Fire Risk Vehicles.

48. Because the Fire Risk Vehicles are all Model Year 2020, 2021, 2022, or 2023 vehicles sold or leased to putative Class members in the fall of 2019 or later,[29] all Fire Risk Vehicles—including Plaintiffs' vehicles—are still covered under Ford's powertrain warranties, and nearly all Fire Risk Vehicles—including Plaintiff Letson's and Plaintiff Reed's vehicles—are still covered under Ford's new vehicle warranties.

D. The Spontaneous Fire Risk

49. As Ford now admits in a November 18, 2022, safety recall notification to the National Highway Traffic Safety Administration ("NHTSA"), cracked fuel injectors in the engine allow fuel to leak at a rate of 19 liters per hour

into the cylinder head and eventually onto the exhaust/turbo system, where it may combust.[30]

50. Ford further admits that the issues in the Fire Risk Vehicles can lead to "under hood fire."[31]

51. Ford's recall, number 22V-859, affects 521,778 total vehicles, including all Model Year 2020–2023 Ford Escapes built between November 19, 2018, and October 17, 2022, and all Model Year 2021–2023 Ford Bronco Sports built between November 19, 2018, and October 17, 2022.[32]

52. As of November 1, 2022, Ford reported 54 under hood fires on 2020-2022 Model Year Bronco Sport and Escape vehicles equipped with a 1.5L dragon engine.[33] The earliest identified report was on September 9, 2020.[34] Of these fires, 17 have been confirmed as likely the result of a cracked fuel injector.[35]

53. Included in the 573 Report is Ford's "Description of the Cause," in which Ford admits that "[t]he root cause is still under investigation."[36] Whatever

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[30] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 at 2 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

[31] *Id.*

[32] *Id.* at 1.

[33] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire, at 1 (Nov. 18, 2022) https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[34] *Id.* at 2.

[35] *Id.*

[36] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 at 2 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

the root cause, the consequence is that fuel injectors in the affected Fire Risk Vehicles crack, "resulting in fuel and/or fuel vapor migrating to and/or accumulating near ignition sources resulting in potential under hood fire."[37]

54. Thus, Ford admits that the Fire Risk Vehicles suffer from issues with their fuel injectors. But Ford's fix is wholly silent as to this admittedly affected component. Instead, Ford has opted to install new software to prompt "the customer to seek service" in the event the software detects "a pressure drop in the fuel rail," and it has decided to install a "drain tube . . . to allow fuel to drain from the cylinder head drain hole . . . to the ground below the vehicle."[38] This "fix" does not live up to its name because the fuel injectors in the Fire Risk Vehicles may still crack and leak fuel at a rate of 19 liters per hour—a problem Ford does not address.

55. On information and belief, Ford failed to adequately research, design, test, and manufacture the Fire Risk Vehicles before warranting, advertising, promoting, marketing, and selling the Fire Risk Vehicles as suitable and safe for use in an intended and reasonably foreseeable manner.

56. On information and belief, Ford knew or should have known the Fire Risk Vehicles contained the Spontaneous Fire Risk and should have warned or

[37] *Id.*
[38] *Id.*

disclosed this fact to Plaintiffs and putative class members before selling or leasing the vehicles.

57. Ford plainly knows that the "fix" it is implementing with its recall will not resolve the fuel injector issue that is causing fuel to leak from the Fire Risk Vehicles at a rate of 19 liters per hour.

58. Ford also knows or should know that its "fix" will actually cause additional problems, including potential property damage or personal injury from fuel that drains from the Fire Risk Vehicles.

59. Plaintiffs' counsel continues to investigate whether additional manufacturing periods and Model Years of the Ford Escape and Ford Bronco Sports are also plagued with the Spontaneous Fire Risk.

E. Ford knew or should have known of the Spontaneous Fire Risk before it disclosed the risk to Plaintiffs.

60. On information and belief, Ford knew or should have known about the Spontaneous Fire Risk before the Fire Risk Vehicles went to market. At the very least, Ford knew or should have known of the Spontaneous Fire Risk well before it issued its recall, as evidenced by: (1) the rigorous pre-launch testing of the Fire Risk Vehicles; (2) the direct and public reports of fires in 54 Fire Risk Vehicles; and (3) Ford's own investigation of fires in the Fire Risk Vehicles.

1. Ford's durability testing should have uncovered the Spontaneous Fire Risk.

61. Ford claims to conduct comprehensive and rigorous testing on all its vehicles, saying, "Ford's comprehensive lineup of testing facilities around the world puts vehicles through everything from the extreme, to the everyday, to ensure that only world-class vehicles roll off the production line."[39]

62. According to Ford, at their facilities across Thailand, India, Australia, the Middle East, and China, "Ford vehicles and components are 'shaken, rattled and rolled' in a variety of tests, some conducted in temperatures ranging from an arctic minus 40 degrees Celsius, to desert-scorching heat of over 50 degrees Celsius."[40] These tests include stresses on the engines, moving parts, suspension, and electrical components.[41]

63. Ford even puts its vehicles through a Total Durability Cycle, described by Ford as "sped-up evaluation runs around the clock, day and night, to simulate 10 years, or 240,000km, of severe customer usage in just a few weeks."[42] "Gravel roads, cobblestones, pot-holes, curbs and water baths feature in this

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[39] **Exhibit 15**, *Testing in the Extremes: How Ford's Multiple Testing Facilities Push Vehicles to the Limit*, FORD.COM (Oct. 7, 2019), https://media.ford.com/content/fordmedia/img/me/en/news/2019/10/07/testing-in-the-extremes--how-fords-multiple-testing-facilities-p.html (last visited Feb. 16, 2023).

[40] *See id.*

[41] *See id.*

[42] *See id.*

grueling test" and, "[j]ust for good measure, environmental factors like dust, water and mud are thrown in, while dynamometers simulate towing heavy loads in traffic and over mountain passes."[43]

64. On information and belief, the Fire Risk Vehicles were put through similar durability testing or were designed and built in accordance with the findings of such durability testing. Indeed, as already described, Ford specifically advertised to Bronco Sport consumers with the promise that the Bronco Sport has undergone the "Bronco Built Wild Extreme Durability test,"[44] and has been through "thousands of lab testing hours and real-world extreme challenges in the harshest terrains."[45] On information and belief, the Ford Escape was put through equally stringent testing.

65. Based on such durability testing, Ford did or should have uncovered the Spontaneous Fire Risk before the Fire Risk Vehicles were sold to Plaintiffs and putative Class members.

2. Ford knew about the Spontaneous Fire Risk from warranty claims for Fire Risk Vehicles and its own investigation.

66. According to its recall chronology, an issue pertaining to under hood fires in 2020-2022 Model Year Ford Escapes and Ford Bronco Sport vehicles was

[43] *See id.*
[44] **Exhibit 9**, MY 2021 Ford Bronco Sport Brochure v.1 at 1.
[45] *Id.*

brought to Ford's Critical Concern Review Group for review on August 18, 2022.[46] During the Review Group's analysis, it included data from 36 reports of under hood fire for 2020-2022 Model Year 1.5L Escape and Bronco Sport vehicles.[47] Inspection of these vehicles raised concern of a contributing cause for under hood fires in addition to an issue with the vehicles' oil separator, for which the vehicles had undergone a separate recall.[48]

67. As of November 1, 2022, there were 54 reports of under hood fires on 2020-2022 Model Year Ford Escape and Bronco Sport vehicles, inclusive of the 36 reports previously described.[49] Of these fires, 17 have been confirmed as likely the result of a cracked fuel injector.[50] There were also 143 reports of fuel injectors with external leak failures reported among these vehicles.[51]

68. Ford did not disclose the dates of the 54 fires in the Fire Risk Vehicles, but on information and belief, Ford learned of at least some of these fires on or before the August 18, 2022, investigation launch.

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[46] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire at 1 (Nov. 18, 2022) https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[47] *Id.*

[48] *Id.*

[49] *Id.*

[50] *Id.*

[51] *Id.* at 2 (relying on warranty data accessed on October 19, 2022).

69. All vehicle manufacturers, including Ford, also routinely monitor and analyze NHTSA complaints to determine whether vehicles or components should be recalled due to safety concerns. Thus, on information and belief, Ford has knowledge of all NHTSA complaints filed concerning the vehicles it manufactures, including the Fire Risk Vehicles.[52]

70. Ford also receives complaints directly from consumers and its dealers, and thus, on information and belief, has knowledge of all complaints lodged to it or its agents regarding the Fire Risk Vehicles and the Spontaneous Fire Risk. At a minimum, Ford received complaints from many scared and angry owners and lessees who learned about the Spontaneous Fire Risk.

71. However, Ford has yet to address the manufacturing issues associated with the fuel injectors. Instead, Ford has directed that engine control software be updated to provide a warning to consumers and to derate engine power output and reduce temperatures of possible ignition sources, and that a tube be installed to drain fuel out of the vehicle to the ground below in the event a fuel injector cracks.[53] After the modifications are complete, Plaintiffs and Class members will be left with vehicles that will leak highly flammable fuel if their fuel injectors succumb to the manufacturing issues identified. And Ford is not globally offering

[52] *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).

[53] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

to provide loaner or rental vehicles until it can actually fix the manufacturing problem.

72. Because the Fire Risk Vehicles have manufacturing flaws that may cause fuel injectors to crack and Ford is not fixing this and is instead creating a risk that fuel will drain into garages, roadways, and the environment, all owners and lessees of the Fire Risk Vehicles have suffered ascertainable loss.

F. Class members could have been made aware of the Spontaneous Fire Risk at the point of sale.

73. Plaintiffs and all putative Class members were necessarily exposed to Ford's omissions before purchasing the Fire Risk Vehicles because they each interacted with an authorized Ford dealer at the point of sale. These dealers could have disclosed the omitted information to each Class member, but they failed to do so. As a district court affirmed in another consumer class action case against Ford, all Class members in that case would have "been aware of a disclosure" from Ford about the defect at the point of sale because Class members "interact[ed] with an authorized Ford dealer prior to purchase."[54] The same is true here.

[redacted]

VI. TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule Tolling

74. Because Ford (i) omitted the existence of the Spontaneous Fire Risk, and (ii) omitted the fact that the recall repair does not fix the manufacturing flaw and instead creates additional risks and reduces fuel efficiency, Class members had no way of knowing about the potential danger of the Fire Risk Vehicles and the lack of a *bona fide* repair during the recall.

75. Within the period of any applicable statutes of limitation, Plaintiffs and members of the proposed Classes could not have discovered through the exercise of reasonable diligence that Ford was not revealing the existence of the Spontaneous Fire Risk complained of herein and not repairing it during the recall.

76. Plaintiffs and putative Class members did not discover, and did not know of, facts that would have caused a reasonable person to suspect that Ford did not report information within its knowledge to federal and state authorities, its dealerships, or consumers; nor would a reasonable and diligent investigation have disclosed that Ford had omitted information about the unreasonable fire risk of the Fire Risk Vehicles, which was discovered by Plaintiffs only shortly before this action was filed.

77. For these reasons, all applicable statutes of limitation have been tolled by operation of the discovery rule with respect to claims as to the Fire Risk Vehicles.

B. Estoppel

78. Ford was under a continuous duty to disclose to Plaintiffs and putative Class members the true character, quality, and nature of the Spontaneous Fire Risk of the Fire Risk Vehicles.

79. Ford knowingly, affirmatively, and actively concealed or recklessly disregarded the true nature, quality, and character of the Spontaneous Fire Risk of the Fire Risk Vehicles and it knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, quality and character of the repair it was performing under the recall of the Fire Risk Vehicles.

80. Based on the foregoing, Ford is estopped from relying on any statutes of limitations in defense of this action.

VII. CLASS ALLEGATIONS

81. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to the provisions of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of the following Class and Subclasses:

> **Nationwide Class**: All persons or entities who purchased or leased model year 2020-2023 Ford Escape or 2021-2023 Ford Bronco Sport vehicles (the "Fire Risk Vehicles").

Massachusetts Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the Commonwealth of Massachusetts.

New York Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of New York.

West Virginia Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of West Virginia.

82. Plaintiffs assert claims under the laws of each state set forth below.

83. Excluded from the definitions of each Class and Subclass are any personal injury or property damages claims resulting from the fires or explosions caused by the Fire Risk Vehicles, as well as any personal injury or property damages claims resulting from fuel that drains from a Fire Risk Vehicle that has undergone Ford's "fix." Also excluded from the Class and Subclasses are Ford and its subsidiaries and affiliates; all persons who make a timely election to be excluded from this action; governmental entities; the Judge to whom this case is assigned and his/her immediate family; and Plaintiffs' Counsel. Plaintiffs reserve the right to revise the Class and Subclass definitions based upon information learned through discovery.

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

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

86. **Numerosity**. Federal Rule of Civil Procedure 23(a)(1): The members of the Class and Subclasses are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. For purposes of this complaint, Plaintiffs allege that there are estimated to be at least 521,778 Fire Risk Vehicles in the Nationwide Class. The precise number of Class and Subclass members is unknown to Plaintiffs but may be ascertained from Ford's books and records. Class and Subclass members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and published notice.

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

a. Whether Ford engaged in the conduct alleged herein;

b. Whether the Spontaneous Fire Risk creates an unreasonable risk of fires in the Fire Risk Vehicles;

c. When Ford first knew about the Spontaneous Fire Risk;

d. Whether Ford designed, manufactured, marketed, and distributed the Fire Risk Vehicles with manufacturing flaws or defective component(s) that cause under hood fire;

e. Whether Ford's conduct renders it liable for breach of the implied warranty of merchantability;

f. Whether Ford has been unjustly enriched at the expense of Plaintiffs and the Class and Subclasses;

g. Whether Plaintiffs and the other Class and Subclass members overpaid for their vehicles at the point of sale; and

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

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

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

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

VIII. CLAIMS

A. Nationwide Claims

COUNT I

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. § 2301, *et seq.*)

(Alleged by all Plaintiffs on behalf of the Nationwide Class)

91. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

92. Plaintiffs bring this claim on behalf of the Nationwide Class.

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

94. The Fire Risk Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3). Plaintiffs and Nationwide Class members are consumers because they are persons entitled under applicable state law to enforce against the warrantor the obligations of its implied warranties.

95. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

96. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with an implied warranty.

97. Ford provided Plaintiffs and Nationwide Class members with an implied warranty of merchantability in connection with the purchase or lease of

their vehicles that is an "implied warranty" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7). As a part of the implied warranty of merchantability, Ford warranted that the Fire Risk Vehicles were fit for their ordinary purpose and would pass without objection in the trade as designed, manufactured, and marketed, and were adequately contained, packaged, and labeled.

98. Ford breached its implied warranties, as described herein, and is therefore liable to Plaintiffs and Nationwide Class members under 15 U.S.C. § 2310(d)(1). Without limitation, the Fire Risk Vehicles share a common defect in that they all suffer from an issue with their fuel injectors cracking that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

99. As discussed herein, on information and belief, Ford knew or should have known about the Spontaneous Fire Risk from its own durability testing of the Fire Risk Vehicles before launching the Fire Risk Vehicles. Ford omitted information about the fuel injector defect and its consequences from Plaintiff and

Class members, misrepresented the qualities of the Fire Risk Vehicles, and has failed to provide a fix for the fuel injector defect.

100. Ford further breached its implied warranties, as described herein, and is therefore liable to Plaintiff and Nationwide Class members under 15 U.S.C. § 2310(d)(1) because it is performing a recall and "repair" that does not actually repair the Spontaneous Fire Risk and instead creates further risks and hazards from fuel that drains onto the ground, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The deceptive nature of the repair issued by Ford to address the Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

101. As discussed herein, Ford knew at the time it issued the recall and repair that the repair would not address the manufacturing defect in the Fire Risk Vehicles. Ford omitted information about the recall repair and its consequences from Plaintiffs and Class members, misrepresented the qualities of the recall and repair of the Fire Risk Vehicles, and has failed to provide a fix for the manufacturing defect.

102. Any effort by Ford to limit the implied warranties in a manner that would exclude coverage of the Fire Risk Vehicles is unconscionable, and any such effort to disclaim or otherwise limit such liability is null and void.

103. Any limitations Ford might seek to impose on its warranties are procedurally unconscionable. There was unequal bargaining power between Ford and Plaintiffs, because, at the time of purchase and lease, Plaintiffs had no other options for purchasing warranty coverage other than directly from Ford.

104. Any limitations Ford might seek to impose on its warranties are substantively unconscionable. Ford knew or should have known that the Fire Risk Vehicles were defective and that the Fire Risk Vehicles could catch on fire when used as intended long before Plaintiffs and Class members knew or should have known. Ford further knew that the recall repair it deployed did not actually mitigate or fix the manufacturing defect that results in the Spontaneous Fire Risk. Ford failed to disclose this risk to Plaintiffs and Class members. Thus, enforcement of the durational limitations on the warranties is harsh and would shock the conscience.

105. Plaintiffs have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between Ford and Plaintiff. Nonetheless, privity is not required here because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's

implied warranties. The dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers. Finally, privity is also not required because the Fire Risk Vehicles are dangerous instrumentalities due to the Spontaneous Fire Risk, as under hood fires present an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles.

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

107. Plaintiffs would suffer economic hardship if they returned their Fire Risk Vehicles but did not receive the return of all payments made by them. Because Ford will not acknowledge any revocation of acceptance and immediately return any payments made, Plaintiffs have not re-accepted their Fire Risk Vehicles by retaining them.

108. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of $25. The amount in controversy of this action exceeds the sum of $50,000, exclusive of interest and costs, computed based on all claims to be determined in this lawsuit. Plaintiffs, individually and on behalf of all other

Nationwide Class members, seek all damages permitted by law, including diminution in value of the Fire Risk Vehicles, in an amount to be proven at trial. In addition, under 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to have reasonably been incurred by Plaintiffs and Nationwide Class members in connection with the commencement and prosecution of this action.

109. Plaintiffs also seek the establishment of a Ford-funded program for Plaintiffs and Nationwide Class members to recover out-of-pocket costs incurred in attempting to rectify and mitigate the effects of the Spontaneous Fire Risk in their Fire Risk Vehicles.

COUNT II

FRAUDULENT CONCEALMENT (COMMON LAW)

(Alleged by Plaintiffs on behalf of the Nationwide Class)

110. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

111. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class, or, in the alternative, on behalf of the State-specific Subclasses.

112. A nationwide class is appropriate because the elements of a fraudulent concealment (or "fraud by concealment") claim are virtually identical in all states.

In all states, Plaintiffs can prevail by showing that: (i) Ford had a duty to disclose material facts in connection with the sale or lease of the Fire Risk Vehicles; (ii) Ford either (a) knowingly made a false representation concerning material information in connection with the sale or lease of the Fire Risk Vehicles; or (b) knowingly concealed material information in connection with the sale or lease of the Fire Risk Vehicles; or (c) knowingly failed to disclose material information in connection with the sale or lease of the Fire Risk Vehicles; or (d) failed to disclose material information concerning the recall repair for the Spontaneous Fire Risk; and (iii) as a result of Ford's conduct, Plaintiffs suffered economic damages.

113. Ford concealed and suppressed material facts concerning the serious safety issues with Plaintiffs' vehicles. Ford concealed and suppressed material facts concerning the recall repair of Plaintiffs' vehicles.

114. Ford sold the Fire Risk Vehicles to Plaintiffs without disclosing the Spontaneous Fire Risk and concealed and suppressed the risk from regulators and consumers.

115. Ford concealed and suppressed the Spontaneous Fire Risk with the intent to deceive Plaintiffs.

116. Ford did so in order to falsely assure purchasers, lessees, and owners of the Fire Risk Vehicles that the vehicles they were purchasing or leasing were safe and reliable and would live up to the performance characteristics associated

with the Ford brand, and then to avoid the cost and negative publicity of a recall. The concealed information was material to consumers, both because it concerned the quality, safety, and performance of the Fire Risk Vehicles and because the information would have significantly decreased the value and sales price of the vehicles.

117. Ford had a duty to disclose the Spontaneous Fire Risk because it was known and only knowable by Ford; Ford had superior knowledge and access to the facts; and Ford knew the facts were not known to, or reasonably discoverable by, Plaintiffs. Ford also had a duty to disclose because it made many affirmative representations about the safety, high performance, and quality of the Fire Risk Vehicles, as set forth above; these representations were misleading, deceptive, and incomplete without the disclosure of the Spontaneous Fire Risk. Finally, once the Fire Risk Vehicles were on the road, Ford had a duty to monitor the Fire Risk Vehicles under the TREAD Act and implementing regulations, including the duty to promptly notify consumers of known safety defects.

118. Ford concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt Ford's image and cost Ford money, and it did so at the expense of Plaintiffs and the Nationwide Class.

119. On information and belief, Ford has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Nationwide Class and

conceal material information regarding the Spontaneous Fire Risk. This is especially true in the context of Ford's purported "fix," which does not actually fix the underlying issue causing the fuel injectors to crack but instead simply drains fuel out of the car once a crack occurs.

120. Plaintiffs were unaware of these omitted material facts and would have acted different if they had known of the concealed and/or suppressed facts. If Plaintiffs knew of the Spontaneous Fire Risk and of Ford's proposed "fix," they would not have purchased their Fire Risk Vehicles or would have paid less for them. Plaintiffs' actions at the time they purchased their Fire Risk Vehicles were justified because Ford was in exclusive control of the material facts and such facts were not known to the public, including Plaintiffs.

121. Because of the concealment and/or suppression of the facts, Plaintiffs and other Class members sustained damage. In purchasing their Fire Risk Vehicles, Plaintiffs did not get the benefit of their bargain since the vehicles were worth less than they would have been without the Spontaneous Fire Risk, and because they own vehicles that have diminished in value as a result of Ford's concealment of, and failure to timely disclose and remedy, the Spontaneous Fire Risk. Those Nationwide Class members who sold their dangerous Fire Risk Vehicles at a substantial loss have also suffered quantifiable damages, as will all those who sell

between now and the time Ford implements an adequate recall repair (if it ever does).

122. Accordingly, Ford is liable to Plaintiffs and the Nationwide Class for damages in an amount to be proven at trial.

123. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class members' rights and well-being in order to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

UNJUST ENRICHMENT (COMMON LAW)

(Alleged by all Plaintiffs on behalf of the Nationwide Class)

124. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

125. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class, or, in the alternative, on behalf of the California Subclass. A Nationwide Class is appropriate because the elements of unjust enrichment are uniform in all states.

126. This claim is pleaded in the alternative to the contract-based claims brought on behalf of Plaintiffs and the Nationwide Class.

127. Ford has received and retained a benefit from Plaintiffs and Nationwide Class members and inequity has resulted.

128. Ford has benefitted from selling, leasing, and distributing the Fire Risk Vehicles for more than they were worth because of Ford's conduct described herein, at a profit, and Plaintiffs and Nationwide Class members have overpaid for the Fire Risk Vehicles and been forced to pay other costs.

129. Thus, Plaintiffs and the Nationwide Class conferred a benefit on Ford.

130. It is inequitable for Ford to retain these benefits.

131. Plaintiffs and Nationwide Class members were not aware of the true facts about the Fire Risk Vehicles and did not benefit from Ford's conduct described herein.

132. Ford knowingly accepted the benefits of its unjust conduct.

133. As a result of Ford's conduct, the amount of its unjust enrichment should be determined in an amount according to proof.

B. State-Specific Claims

1. Massachusetts

COUNT IV

BREACH OF MASSACHUSETTS'S IMPLIED WARRANTY OF MERCHANTABILITY
(Mass. Gen. Laws Ann. Ch. 106, § 2-314)

(Alleged by Plaintiff Letson on behalf of the Massachusetts Subclass)

134. Plaintiff and the Massachusetts Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

135. Plaintiff brings this action on behalf of himself and the Massachusetts Subclass.

136. Ford is a "merchant" of motor vehicles, and the Fire Risk Vehicles are "goods" under Massachusetts law. *See* MGLA Ch. 106, § 2-104(1).

137. Under MGLA Ch. 106, § 2-314, a warranty that the Fire Defect Vehicles were in merchantable condition was implied by law in the transactions when Plaintiff and the Massachusetts Subclass members purchased or leased them.

138. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they all suffer from an issue with their fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners

and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

139. The fuel injector defect existed at the time the Fire Risk Vehicles implicated by the Spontaneous Fire Risk left Ford's possession or control.

140. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

141. Plaintiff and the Massachusetts Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because Plaintiff and the Massachusetts Subclass are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers.

142. In addition, or in the alternative, Plaintiffs and the Massachusetts Subclass members directly relied on Ford's advertising, as alleged above.

143. It was reasonable to expect that Plaintiff and the Massachusetts Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability

144. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiffs' counsel, by consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint. In addition, on or about February 16, 2023, Plaintiffs' counsel sent notice letters to Ford to the extent such notice is required.

145. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the other Massachusetts Subclass members have been damaged in an amount to be determined at trial.

2. New York

COUNT V

VIOLATION OF NEW YORK'S DECEPTIVE ACTS AND PRACTICES

[redacted]

the New York Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

147. Plaintiff brings this action on behalf of herself and the New York Subclass.

148. Plaintiff and the New York Subclass members are "persons" within the meaning of New York General Business Law ("NYGBL"), N.Y. Gen. Bus. Law § 349(h).

149. Ford is a "person," "firm," "corporation," or "association" within the meaning of NYGBL Section 349.

150. NYGBL Section 349 declares unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce, or in the furnishing of any service in this state. . . ." Material omissions are also actionable under NYGBL § 349.

151. By omitting the Spontaneous Fire Risk and misleading Plaintiff and the New York Subclass about the Fire Risk Vehicles and the recall repair, Ford's

conduct described herein constitutes "deceptive acts or practices" within the meaning of the NYGBL.

152. In the course of its business, Ford violated NYGBL Section 349 and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk and the nature of the recall repair, as alleged herein. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and the New York Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk.

153. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiff and the New York Subclass.

154. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unfair and deceptive business practices in violation of NYGBL.

155. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the New York Subclass, and it is material to Plaintiff.

156. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the New York Subclass, and did in fact deceive and mislead Plaintiff.

157. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiff and the New York Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the New York Subclass, and did in fact deceive and mislead Plaintiff.

158. Plaintiff could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

159. Ford knew or should have known that its conduct violated NYGBL.

160. Ford knew or should have known about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and the New York Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

161. As alleged above, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

162. Ford owed Plaintiff and the New York Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk;

b. Omitted the foregoing from Plaintiff and the New York Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiff and the New York Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Fire Risk well prior to the issue of its recall notice in 2022.

163. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiff and the New York Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiff and the New York Subclass were deprived of the benefit of their bargain since the vehicles they purchased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Had Plaintiff and the New York Subclass been aware of the Spontaneous Fire Risk in their vehicles, they would

have either not have bought their Fire Risk Vehicles or would have paid less for them.

164. Ford's violations of NYGBL present continuing risk and harm to Plaintiff, the New York Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors.

165. Because Ford's deceptive acts and practices caused injury to Plaintiff and the New York Subclass, they seek monetary relief against Ford in the greater amount of actual damages or statutory damages, and reasonable attorneys' fees and costs. Plaintiff and the New York Subclass also seek an order enjoining Ford's unlawful practices and any other just and proper relief available under NYGBL Section 349.

COUNT VI

VIOLATION OF NEW YORK'S FALSE ADVERTISING ACT (N.Y. Gen. Bus. Law § 350)

(Alleged by Plaintiff Murray-Volpi on behalf of the New York Subclass)

166. Plaintiff and the New York Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

167. Plaintiff brings this action on behalf of herself and the New York Subclass.

168. Ford was and is engaged in the "conduct of business, trade or commerce" within the meaning of N.Y. Gen. Bus. Law § 350.

169. New York's General Business Law ("NYGBL") Section 350 makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce[.]" False advertising includes "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect," taking into account "the extent to which the advertising fails to reveal facts material in the light of . . . representations [made] with respect to the commodity. . . ." N.Y. Gen. Bus. Law § 350-a.

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

171. Ford violated NYGBL Section 350 because it omitted facts regarding the Spontaneous Fire Risk and misrepresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles to Plaintiff and New York Subclass members, as alleged herein, which were material omissions and misrepresentations and likely to deceive a reasonable consumer, such as Plaintiff and New York Subclass members.

172. Plaintiff and the New York Subclass suffered injury, including the loss of money or property, because of Ford's false advertising. In purchasing or

leasing their Fire Risk Vehicles, Plaintiff and the New York Subclass members relied on Ford's misrepresentations and omissions regarding the safety, quality, functionality, and reliability of the Fire Risk Vehicles. Had Plaintiff and the New York Subclass members known about the Spontaneous Fire Risk, they would not have purchased or leased their Fire Risk Vehicles or paid as much for them.

173. Under NYGBL Section 350, Plaintiff and the New York Subclass seek monetary relief against Ford in the greater amount of actual damages or statutory damages. Plaintiff and the New York Subclass also seek an order enjoining Ford's unlawful practices, attorneys' fees, costs, and any other just and proper relief available under NYGBL Section 350.

COUNT VII

BREACH OF NEW YORK'S IMPLIED WARRANTY OF MERCHANTABILITY (N.Y. U.C.C. Law §§ 2-314; 2A-212)

[redacted]

reference all paragraphs as though fully set forth herein.

175. Plaintiff brings this action on behalf of herself and the New York Subclass.

176. Ford is a "merchant[]" and "seller[]" of motor vehicles, and the Fire Risk Vehicles are "goods" under New York law. *See* N.Y. U.C.C. § 2-104(1).

177. Under N.Y. U.C.C. §§ 2-314; 2A-212, an implied warranty of merchantability attaches to the Fire Risk Vehicles when they were sold or leased by Ford to Plaintiff and the New York Subclass members.

178. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they all suffer from an issue with their fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

179. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

180. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

181. Plaintiff and the New York Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because Plaintiff and the New York Subclass are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers.

182. It was reasonable to expect that Plaintiff and the New York Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

183. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint. In addition, on or about February 16, 2023, Plaintiffs' counsel sent notice letters to Ford to the extent such notice is required.

184. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the New York Subclass have been damaged in an amount to be determined at trial.

3. West Virginia

COUNT VIII

VIOLATION OF WEST VIRGINIA'S GENERAL CONSUMER PROTECTION ACT
(W. Va. Code Ann. § 46A-6-101, *et seq.*)

185. Plaintiff Reed ("Plaintiff" for the purposes of this claim) and the West Virginia Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

186. Plaintiff brings this action on behalf of himself and the West Virginia Subclass.

187. Plaintiff and the West Virginia Subclass members are "consumers" within the meaning of West Virginia's General Consumer Protection Act (WVCPA) § 46A-6-102(2).

188. WVCPA § 46A-6-104 declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Such unlawful acts or practices are defined to include, among other things, "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have," *id.*

§ 46A-6-102(7)(E), "[r]epresenting that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another," *id.* § 46A-6-102(7)(G), and "[a]dvertising . . . any statement or representation with regard to the sale of goods . . . which is false, misleading or deceptive or which omits to state material information which is necessary to make the statements therein not false, misleading or deceptive," *id.* § 46A-6-102(7)(N).

189. By omitting the Spontaneous Fire Risk and misleading Plaintiff and the West Virginia Subclass about the Fire Risk Vehicles and the recall repair, Ford's conduct described herein constitutes "deceptive acts or practices" within the meaning of the WVCPA.

190. In the course of its business, Ford violated WVCPA § 46A-6-104 and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk and the nature of the recall repair, as alleged herein. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and the West Virginia Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk.

191. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiff and the West Virginia Subclass.

192. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unfair and deceptive business practices in violation of WVCPA.

193. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the West Virginia Subclass, and it is material to Plaintiff.

194. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the West Virginia Subclass, and did in fact deceive and mislead Plaintiff.

195. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiff and the West Virginia Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the West Virginia Subclass, and did in fact deceive and mislead Plaintiff.

196. Plaintiff could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

197. Ford knew or should have known that its conduct violated the WVCPA.

198. Ford knew or should have known about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and the West Virginia Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

199. As alleged above, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

200. Ford owed Plaintiff and the West Virginia Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk;

b. Omitted the foregoing from Plaintiff and the West Virginia Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiff and

the West Virginia Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Fire Risk well prior to the issue of its recall notice in 2022.

201. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiff and the West Virginia Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiff and the West Virginia Subclass were deprived of the benefit of their bargain since the vehicles they purchased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Had Plaintiff and the West Virginia Subclass been aware of the Spontaneous Fire Risk in their vehicles, they would have either not have bought their Fire Risk Vehicles or would have paid less for them.

202. Ford's violations of WVCPA present continuing risk and harm to Plaintiff, the West Virginia Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

203. Because Ford's deceptive acts and practices caused injury to Plaintiff and the West Virginia Subclass, they seek monetary relief against Ford in the greater amount of actual damages or statutory damages, and reasonable attorneys' fees and costs. Plaintiff and the West Virginia Subclass also seek an order

enjoining Ford's unlawful practices and any other just and proper relief available under WVCPA § 46A-6-102.

COUNT IX

BREACH OF WEST VIRGINIA'S IMPLIED WARRANTY OF MERCHANTABILITY

[redacted]

204. Plaintiff and the West Virginia Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

205. Plaintiff brings this action on behalf of himself and the West Virginia Subclass.

206. Ford is a "merchant" of motor vehicles, and the Fire Risk Vehicles are "goods" under West Virginia law. *See* W. Va. Code Ann. § 46-2-314(1).

207. Under W. Va. Code Ann. § 46-2-314, an implied warranty of merchantability attaches to the Fire Risk Vehicles when they were sold or leased by Ford to Plaintiff and the West Virginia Subclass members.

208. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they all suffer from an issue with their fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an

unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

209. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

210. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

211. Plaintiff and the West Virginia Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because "no action by a consumer for breach of warranty . . . with respect to goods subject to a consumer transaction shall fail because of a lack of privity between the consumer and the party against whom the claim is made." WVCPA § 46A-6-108.

212. It was reasonable to expect that Plaintiff and the West Virginia Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

213. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint. In addition, on or about February 16, 2023, Plaintiffs' counsel sent notice letters to Ford to the extent such notice is required.

214. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the West Virginia Subclass have been damaged in an amount to be determined at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Nationwide Class and State-specific Subclasses, respectfully request that the Court enter judgment in their favor and against Ford, as follows:

A. Certification of the proposed Nationwide Class and State-specific Subclasses, including appointment of Plaintiffs' counsel as Class Counsel;

B. Restitution, including at the election of Nationwide Class and State-specific Subclass members, recovery of the purchase price of their Fire Risk Vehicles, or the overpayment for their vehicles;

C. Damages, costs, and disgorgement in an amount to be determined at trial;

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

E. An award of costs and attorneys' fees;

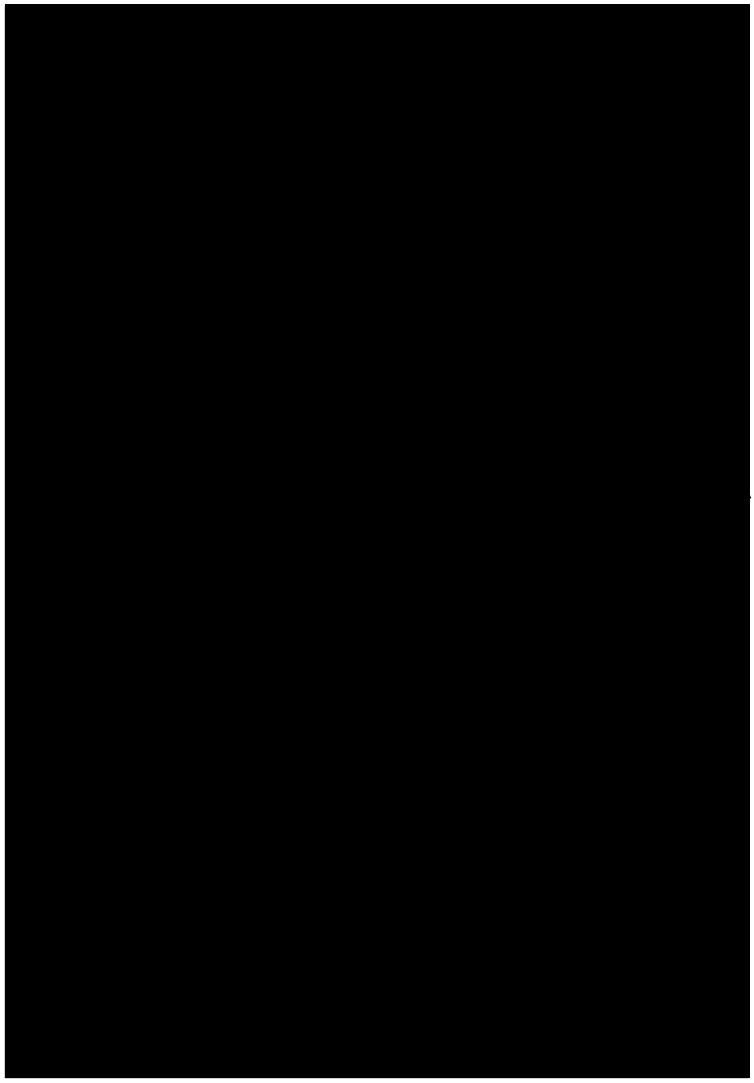
F. An order enjoining Ford's deceptive acts or practices; and

G. Such other or further relief as may be appropriate.

DEMAND FOR JURY TRIAL

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

DATED: February 17, 2023 Respectfully Submitted,



UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

[redacted]

Case No.

JURY TRIAL DEMANDED

INDEX OF EXHIBITS TO CLASS ACTION COMPLAINT

No.	Description
1.	Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire (Nov. 18, 2022)
2.	NHTSA Part 573 Safety Recall Report 22V-191 (Mar. 25, 2022)
3.	NHTSA Part 573 Safety Recall Report 22V-859 (Nov. 22, 2022)
4.	MY 2020 Ford Escape brochure
5.	MY 2021 Ford Escape brochure
6.	MY 2022 Ford Escape brochure
7.	MY 2021 Ford Bronco Sport brochure v.2
8.	MY 2022 Ford Bronco Sport brochure
9.	MY 2021 Ford Bronco Sport brochure
10.	2023 Ford Escape, Edmunds.com
11.	2023 Ford Bronco, Edmunds.com

12.	2023 Model Year Ford Warranty Guide
13.	Joey Capparella, The 2020 Ford Escape Looks to Fill a Car-Shaped Hole in the Lineup, CAR & DRIVER (Apr. 2, 2019)
14.	*2021 Ford Bronco and Bronco Sport On-Sale Dates and How to Order One*, CAR & DRIVER (Jul. 13, 2020)
15.	*Testing in the Extremes: How Ford's Multiple Testing Facilities Push Vehicles to the Limit*, FORD.COM (Oct. 7, 2019)

Exhibit 1

[redacted]

Chronology

August-October 2022

On August 18, 2022 an issue pertaining to under hood fire on 2020-2022MY Escape and Bronco Sport vehicles was brought to Ford's Critical Concern Review Group for review. That issue concerned prior under hood fire reports from oil separator inspections related to recall FSA 22S21 (NHTSA Recall No. 22V-191). Specifically, Ford reviewed two under hood fire reports from a 2022MY Escape and 2022MY Bronco Sport vehicle with the 1.5L engine. Ford assessed the report findings as inconclusive; however, the vehicle inspections raised concern there may be a contributing cause for under hood fire in addition to the oil separator recall.

As of August 18, 2022, there were (36) total reports of under hood fire for 2020-2022MY 1.5L Bronco Sport and Escape, approximately (10) of which had occurred after the oil separator production change and since FSA 22S21 (NHTSA Recall No. 22V-191) inspection was performed and passed.

Ford CCRG and Engineering groups investigated the underhood fire reports and inspected available vehicles. Based upon Ford Engineering's observations of a fuel smell upon inspection of a 2020MY Escape with limited fire damage, the fuel injectors were removed for additional analysis. The fuel injectors from three (3) other repurchased vehicles that experienced under hood fire were also removed for analysis. The fuel injector supplier provided an analysis for four (4) of the vehicles' returned fuel injectors, finding one (1) injector cracked from each of the vehicles.

November 2022

As of November 1, 2022, there were fifty-four (54) reports alleging fire underhood on 2020-2022MY Bronco Sport and Escape vehicles, equipped with the 1.5L dragon engine, in North America inclusive of incidents previously reported under FSA 22S21 (NHTSA Recall No. 22V-191), which were re-evaluated.

A complete accounting of all fifty-four (54) 1.5L under hood fire reports known to Ford includes: four (4) of them have had one confirmed cracked fuel injector determined from the fuel injector supplier tear-down analysis. Ford Engineering assessed the fifty (50) remaining reports, determining: approximately thirteen (13) others were likely caused by a leaking fuel injector (based upon customer reports and available vehicle information), three (3) involved previous fuel system related repairs which may have been mis-diagnosed and potentially involved a leaking fuel injector, one (1) was attributed to incomplete repair from a previous crash event, one (1) was attributed to arson, three (3) were related to potential electrical system concerns, five (5) were attributed to oil separator leaks, and twenty-four (24) are of an undetermined origin.

On November 2, 2022 and November 9, 2022 the investigation findings were reviewed, which included:

Warranty data last accessed on October 19, 2022 included (143) reports of fuel injectors with external leak failures reported for 2020-2022 Escape and Bronco Sport vehicles with the 1.5L engine in the U.S. and Canada. Based upon these warranty claims, Ford is projecting a low failure rate for fuel injectors experiencing external leak(s) at 15 years/150,000 miles (approximately 0.38% for 2020MY vehicles and 0.22% for 2021-2022MY vehicles).

Ford is aware of (8) VOQs and (1) Transport Canada complaint describing under hood fire in 2020-2022 Escape and Bronco Sport vehicles with the 1.5L engine. Of the (8) VOQs and (1) Transport Canada complaint, it is Ford's estimation that (5) are potentially attributable to the defect condition. The earliest known report of underhood fire on 2020-2023 Escape or Bronco Sport with the 1.5L engine occurred on September 9, 2020. The cause for this occurrence is unknown.

Ford is aware of no fatalities, four alleged injuries from two separate incidents, and (43) legal claims from a fire potentially attributable to this condition. The claims of injury were reported to Ford on July 5, 2021 and November 26, 2021.

On **November 10, 2022**, Ford's Field Review Committee (FRC) reviewed the concern and approved a field action. The population recalled through this action includes all vehicles originally included in FSA 22S21 (NHTSA Recall No. 22V-191) and expands the population to include vehicles produced up through October 17, 2022.

Exhibit 2

OMB Control No.: 2127-0004

Part 573 Safety Recall Report 22V-191

Manufacturer Name : Ford Motor Company
Submission Date : MAR 25, 2022
NHTSA Recall No. : 22V-191
Manufacturer Recall No. : 22S21

NHTSA
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

Manufacturer Information :

Manufacturer Name : Ford Motor Company
Address : 330 Town Center Drive
Suite 500 Dearborn MI 48126-2738
Company phone : 1-866-436-7332

Population :

Number of potentially involved : 345,451
Estimated percentage with defect : 1 %

Vehicle Information :

Vehicle 1 : 2020-2022 Ford Escape
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : NR
Descriptive Information : Ford's team reviewed supplier process and maintenance records to determine the population of affected parts.

Affected vehicles are equipped with 1.5L engines.

Production Dates : NOV 19, 2018 - MAR 01, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

Vehicle 2 : 2021-2022 Ford Bronco Sport
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : NR
Descriptive Information : Ford's team reviewed supplier process and maintenance records to determine the population of affected parts.

Affected vehicles are equipped with 1.5L engines.

Production Dates : FEB 05, 2020 - MAR 04, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

Description of Defect :

Description of the Defect : The engine oil separator may develop an oil leak.
FMVSS 1 : NR

The information contained in this report was submitted pursuant to 49 CFR §573

Part 573 Safety Recall Report 22V-191

FMVSS 2 :	NR
Description of the Safety Risk :	If sufficient engine oil leaks, accumulates, and migrates to an ignition source, an underhood fire can occur, increasing the risk of injury.
Description of the Cause :	Crack damage at the edge of the oil separator housing results in a loss of seal support which may lead to an oil leak between the oil separator and engine camshaft cover.
Identification of Any Warning that can Occur :	The customer may smell or see oil smoke emanating from the underhood area.

Involved Components :

Component Name 1 :	Oil Separator
Component Description :	Full Load Separator
Component Part Number :	HX7G-6C757-BA

Supplier Identification :

Component Manufacturer

Name : Bruss North America Inc.

Address : 600 Progress Drive
Russell Springs Kentucky 42642-4603

Country : United States

Chronology :

Chronology is provided as an attachment.

Part 573 Safety Recall Report 22V-191

Description of Remedy :

Description of Remedy Program :	Owners will be notified by mail and instructed to take their vehicle to a Ford or Lincoln dealer to have the oil separator inspected for damage or oil leaks, and if either is present, to replace the oil separator and seals. There will be no charge for this service. Ford provided the general reimbursement plan for the cost of remedies paid for by vehicle owners prior to notification of a safety recall in May 2021. The ending date for reimbursement eligibility is May 6, 2022. Ford will forward a copy of the notification letters to dealers to the agency when available.
How Remedy Component Differs from Recalled Component :	If damaged and/or leaking, the full load oil separator, HX7G-6C757-BA, will be replaced with an undamaged separator and seals.
Identify How/When Recall Condition was Corrected in Production :	NR

Recall Schedule :

Description of Recall Schedule :	Notification to dealers is expected to occur on March 29, 2022. Mailing of owner notification letters is expected to begin April 18, 2022 and is expected to be completed by April 22, 2022.
Planned Dealer Notification Date :	MAR 29, 2022 - MAR 29, 2022
Planned Owner Notification Date :	APR 18, 2022 - APR 22, 2022

* NR - Not Reported

Exhibit 3

OMB Control No.: 2127-0004

Part 573 Safety Recall Report 22V-859

Manufacturer Name : Ford Motor Company
Submission Date : NOV 18, 2022
NHTSA Recall No. : 22V-859
Manufacturer Recall No. : 22S73

NHTSA
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

Manufacturer Information :

Manufacturer Name : Ford Motor Company
Address : 330 Town Center Drive
Suite 500 Dearborn MI 48126-2738
Company phone : 1-866-436-7332

Population :

Number of potentially involved : 521,778
Estimated percentage with defect : 1 %

Vehicle Information :

Vehicle 1 : 2020-2023 Ford Escape
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : GAS
Descriptive Information : The affected design was introduced into production on 11/19/2018 (earliest production date for
2020MY Escape) and were taken out of production on 10/17/2022 (latest production date for
2023MY Escape and Bronco Sport).
Affected vehicles are equipped with 1.5L engines.
333,342 Escape vehicles are affected

Production Dates : NOV 19, 2018 - OCT 17, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

Vehicle 2 : 2021-2023 Ford Bronco Sport
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : GAS
Descriptive Information : The affected design was introduced into production on 11/19/2018 (earliest production date for
2020MY Escape) and were taken out of production on 10/17/2022 (latest production date for
2023MY Escape and Bronco Sport).
Affected vehicles are equipped with 1.5L engines.
188,436 Bronco Sport vehicles are affected.

Production Dates : FEB 05, 2020 - OCT 17, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

The information contained in this report was submitted pursuant to 49 CFR §573

Part 573 Safety Recall Report 22V-859

Description of Defect :

Description of the Defect :	A fuel injector may crack, resulting in fuel and/or fuel vapor migrating to and/ or accumulating near ignition sources resulting in potential under hood fire.
FMVSS 1 :	NR
FMVSS 2 :	NR
Description of the Safety Risk :	Liquid fuel and/or fuel vapor that accumulates near a sufficiently hot surface, below the combustion initiation flame speed, may ignite resulting in an underhood fire, and increasing the risk of injury.
Description of the Cause :	The root cause is still under investigation. Based on analysis to date, a cracked fuel injector in the engine allows for fuel to leak at a high rate (19L/ hour) into the cylinder head, which can travel out via a drain hole and down onto hot surfaces on the exhaust/turbo system where it may combust.
Identification of Any Warning that can Occur :	A fuel leak may result in fuel odor both outside and inside the vehicle. If the fuel leak initiates a fire that progresses, the customer may notice smoke or flames emanating from the engine compartment or underbody.

Involved Components :

Component Name 1 :	Engine Control Software
Component Description :	An updated engine control software will be installed to detect a pressure drop in the fuel rail, provide instrument cluster messaging to the customer to seek service, invoke a strategy to disable th
Component Part Number :	TBD

Component Name 2 :	Drain Tube
Component Description :	A drain tube will also be installed to allow fuel to drain from the cylinder head drain hole, away from surfaces which may initiate combustion, to the ground below the vehicle.
Component Part Number :	NX6E-8A507-AA

Part 573 Safety Recall Report 22V-859

Supplier Identification :

Component Manufacturer

Name : Ford Motor Company
Address : 1 American Road
Dearborn Michigan 48126
Country : United States

Chronology :

Chronology is provided as an attachment.

Description of Remedy :

Description of Remedy Program : Owners will be notified by mail and instructed to take their vehicle to a Ford or Lincoln dealer to have the engine control software updated to include fuel injector leak detection and a drain tube installed. There will be no charge for this service. Ford provided the general reimbursement plan for the cost of remedies paid for by vehicle owners prior to notification of a safety recall in May 2021. The ending date for reimbursement eligibility is estimated to be December 30, 2022.

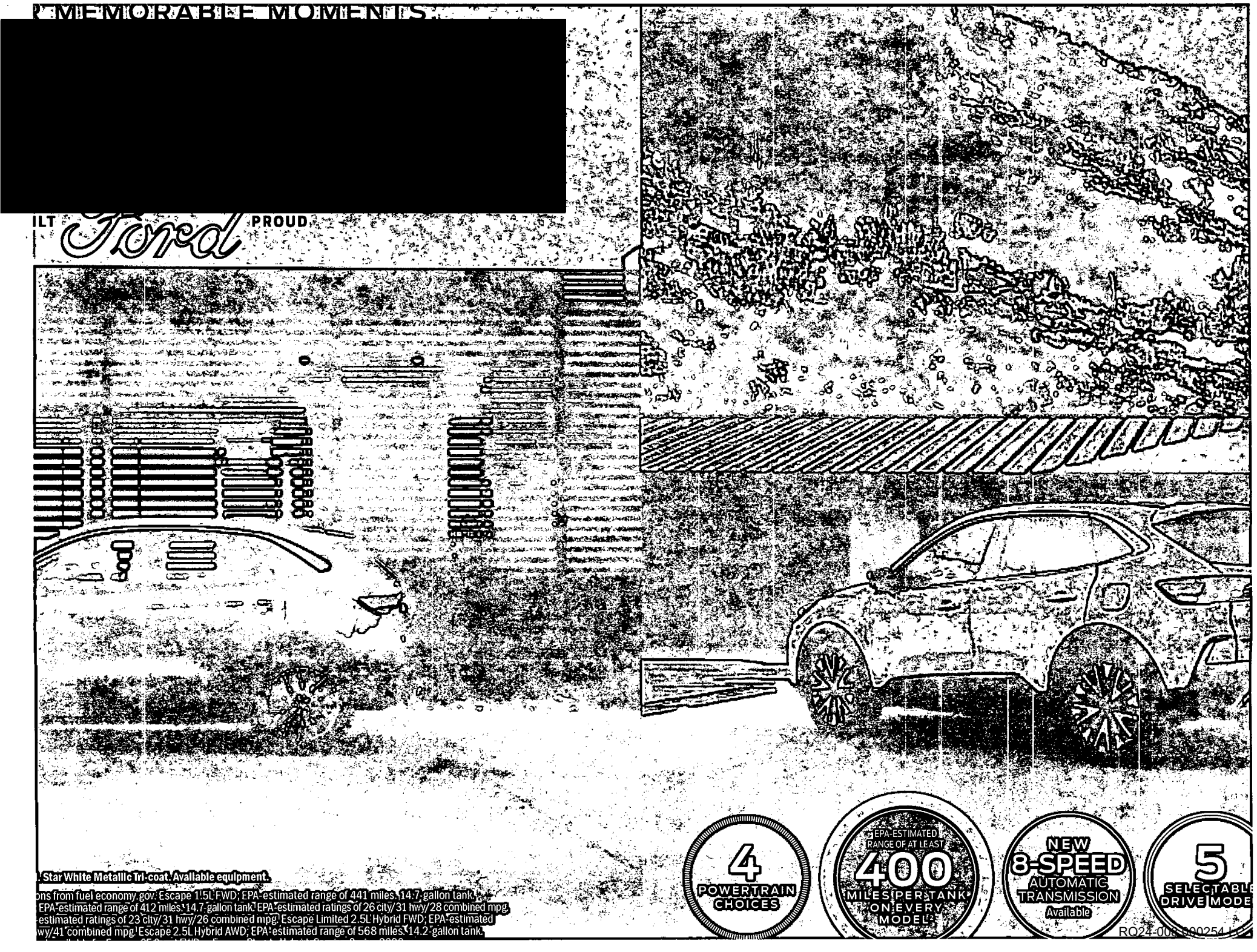
How Remedy Component Differs from Recalled Component : Component Name: Engine Control Software
Component Description: An updated engine control software will be installed to detect a pressure drop in the fuel rail, provide instrument cluster messaging to the customer to seek service, invoke a strategy to disable the high pressure fuel pump, derate engine power output and reduce temperatures of possible ignition sources in the engine compartment.
Component Part Number: [TBD]

Component Name: Drain Tube
Component Description: A drain tube will also be installed to allow fuel to drain from the cylinder head drain hole, away from surfaces which may initiate combustion, to the ground below the vehicle.
Component Part Number: NX6E-8A507-AA

2020

ESCAPE

S | SE | SE SPORT | SEL | TITANIUM


MEMORABLE MOMENTS
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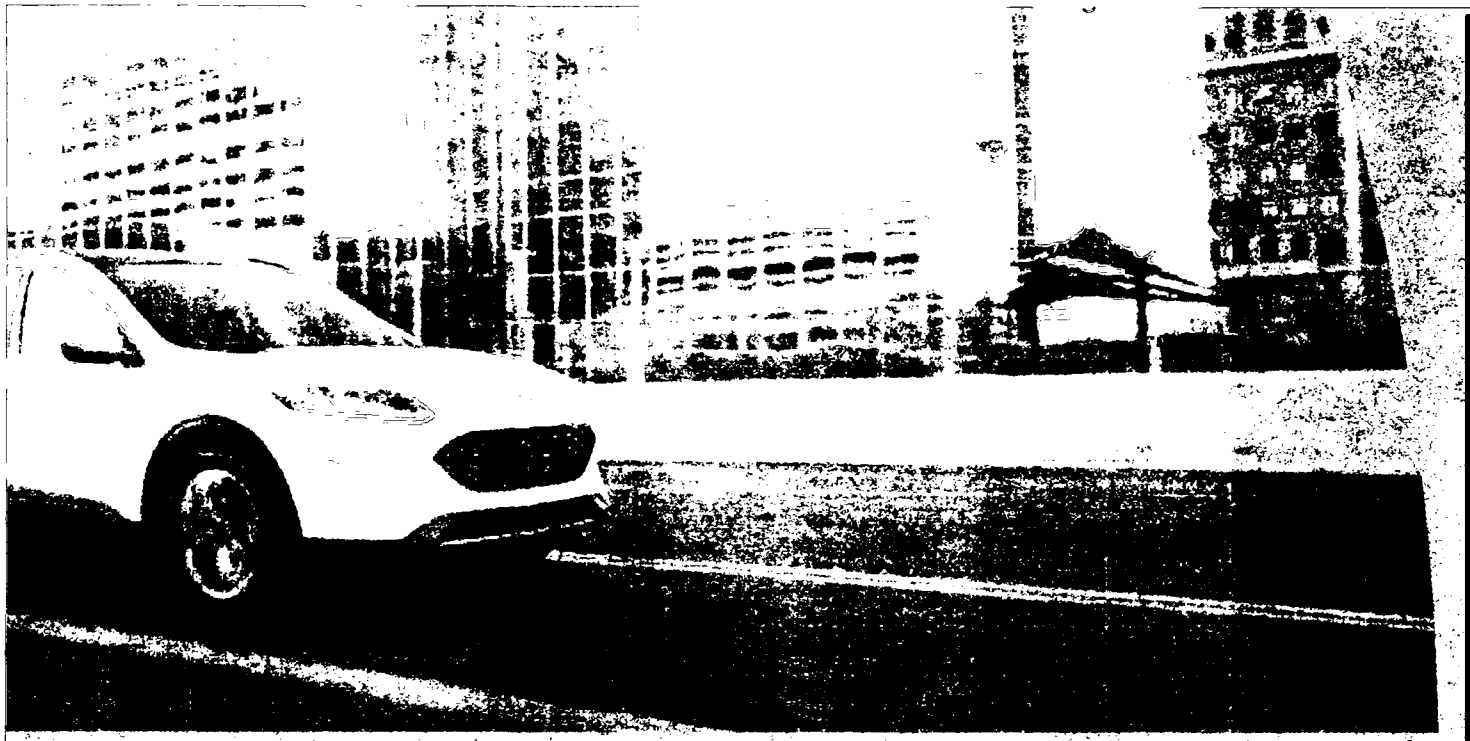
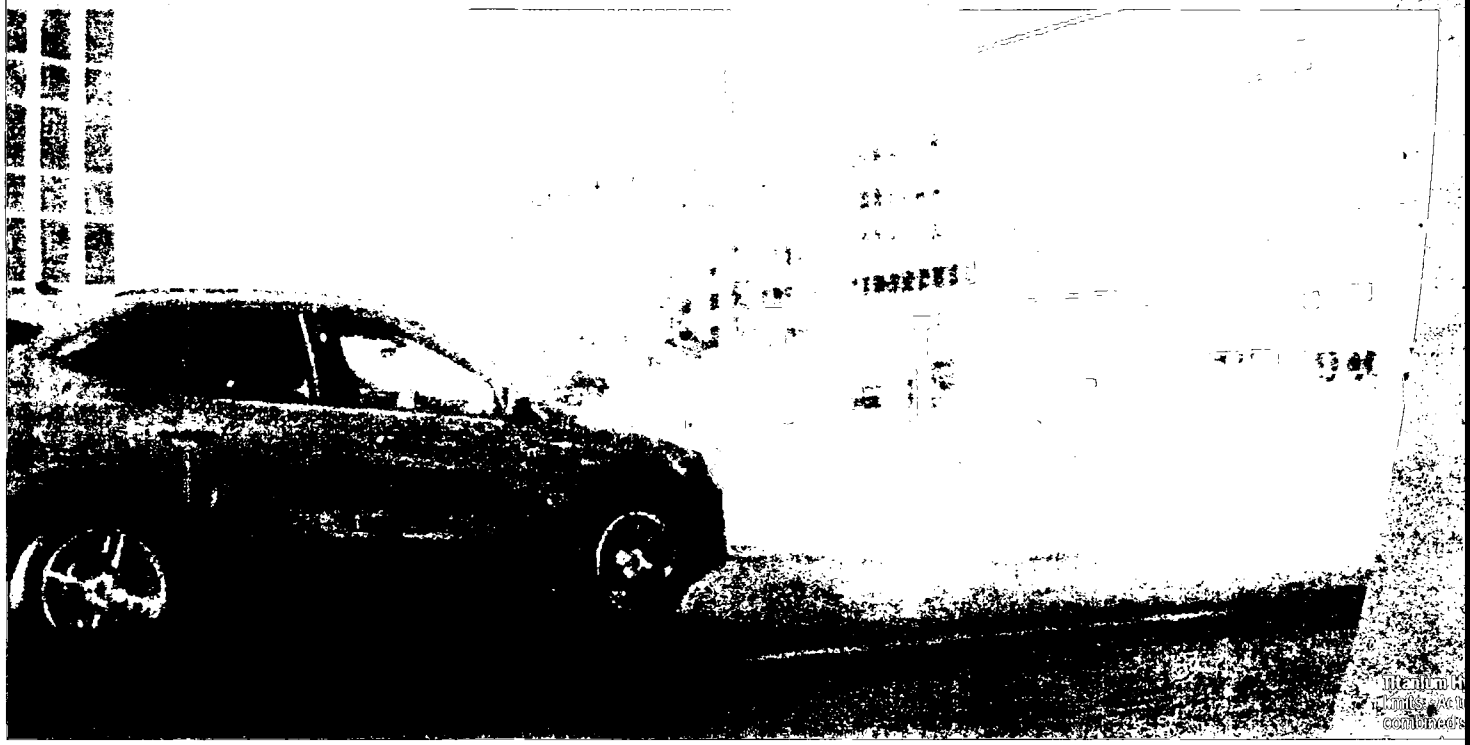
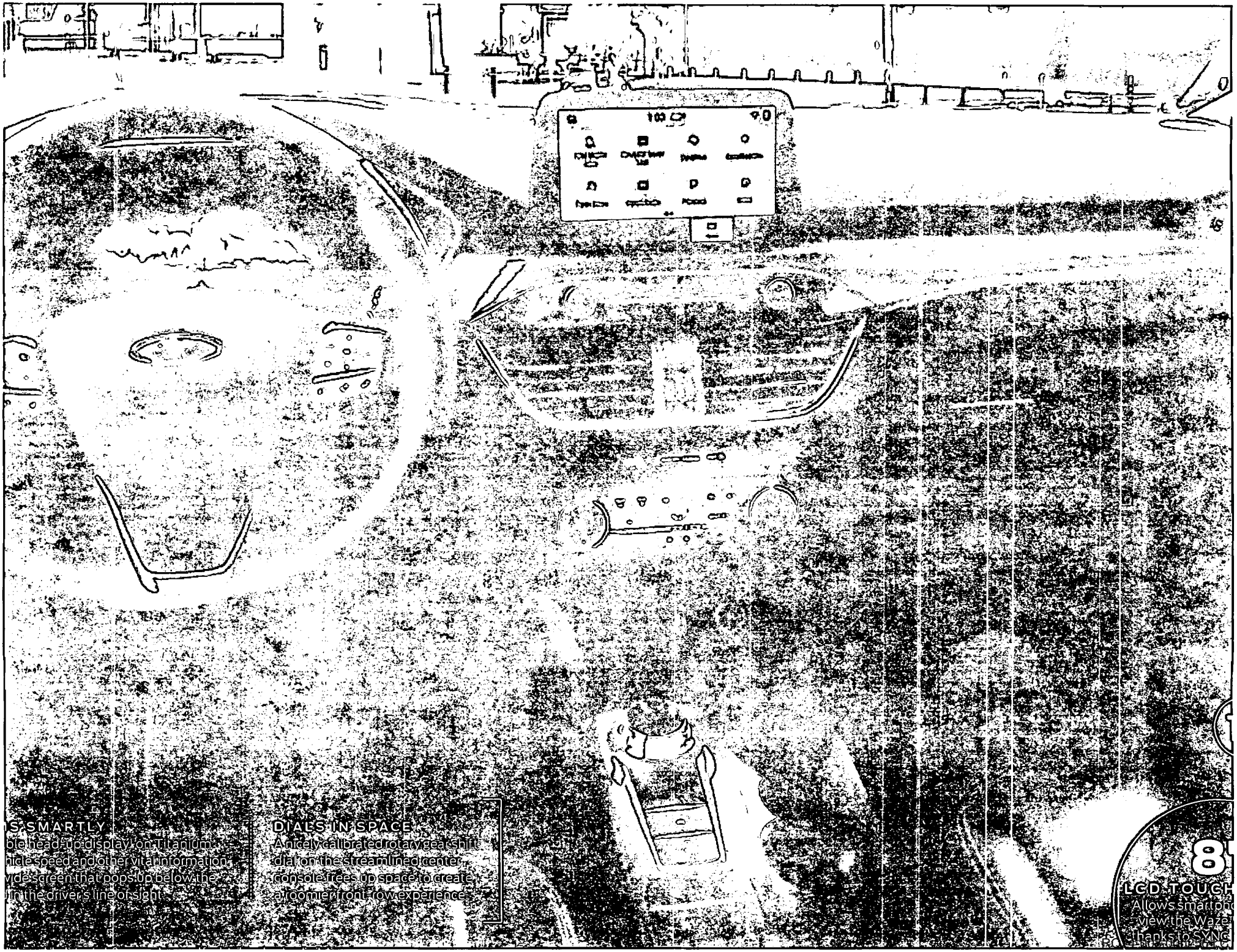
Ford
PROUD
4
POWERTRAIN
CHOICES
EPA-ESTIMATED
RANGE OF AT LEAST
400
MILES PER TANK
ON EVERY
MODEL
NEW
8-SPEED
AUTOMATIC
TRANSMISSION
Available
5
SELECTABLE
DRIVE MODE
Star White Metallic Tri-coat. Available equipment.
ons from fuel economy.gov. Escape 1.5L FWD: EPA-estimated range of 441 miles, 14.7-gallon tank,
EPA-estimated range of 412 miles, 14.7-gallon tank; EPA-estimated ratings of 26 city/31 hwy/28 combined mpg;
estimated ratings of 23 city/31 hwy/26 combined mpg. Escape Limited 2.5L Hybrid FWD: EPA-estimated
wy/41 combined mpg. Escape 2.5L Hybrid AWD: EPA-estimated range of 568 miles, 14.2-gallon tank.
RQ24-008



EMPOWERS YOU TO ROAM.




S SMARTLY
ble head-up display on titanium
hides speed and other vital information
vide screen that pops up below the
in the driver's line of sight
DIALS IN SPACE
A nicely calibrated rotary gear shift
dial on the streamlined center
console frees up space to create
a roomier front-row experience
LCD TOUCH
Allows smartph
view the Waze
thanks to SYNC

RQ24 008 000257 LC

ıT360

020 Escape

PRE-COLLISION ASSIST WITH AUTOMATIC EMERGENCY BRAKING

We should all drive defensively. By scanning the road ahead, this feature can alert you to potential collisions with vehicles or pedestrians detected in your path. If an impact is imminent and you don't take action, brakes can apply automatically.[2] It's designed to only activate when needed.

BLIS® WITH CROSS-TRAFFIC ALERT

Changing lanes demands your full attention. BLIS (Blind Spot Information System) can help by alerting you to vehicles detected in your blind spots. Cross-Traffic Alert helps by detecting and alerting you to traffic behind your vehicle as you're slowly backing up.

LANE-KEEPING SYSTEM

It happens. Listening to your favorite podcast, you wander too close to your lane's edge. Our Lane-Keeping System[3] can help during a moment of distraction. If you drift out of your lane, it directs you with steering wheel torque to return, and can also alert you through vibration pulses. Stray a few times and a coffee cup icon lets you know it's time to take a break.

AUTO HIGH-BEAM HEADLAMPS

Sound familiar? You turn on high beams entering a dark stretch of road – then forget to turn them off as traffic approaches. Auto High-Beam Headlamps can detect poor lighting and switch them on for you. They can also sense oncoming headlamps and dim automatically for other drivers.

REAR

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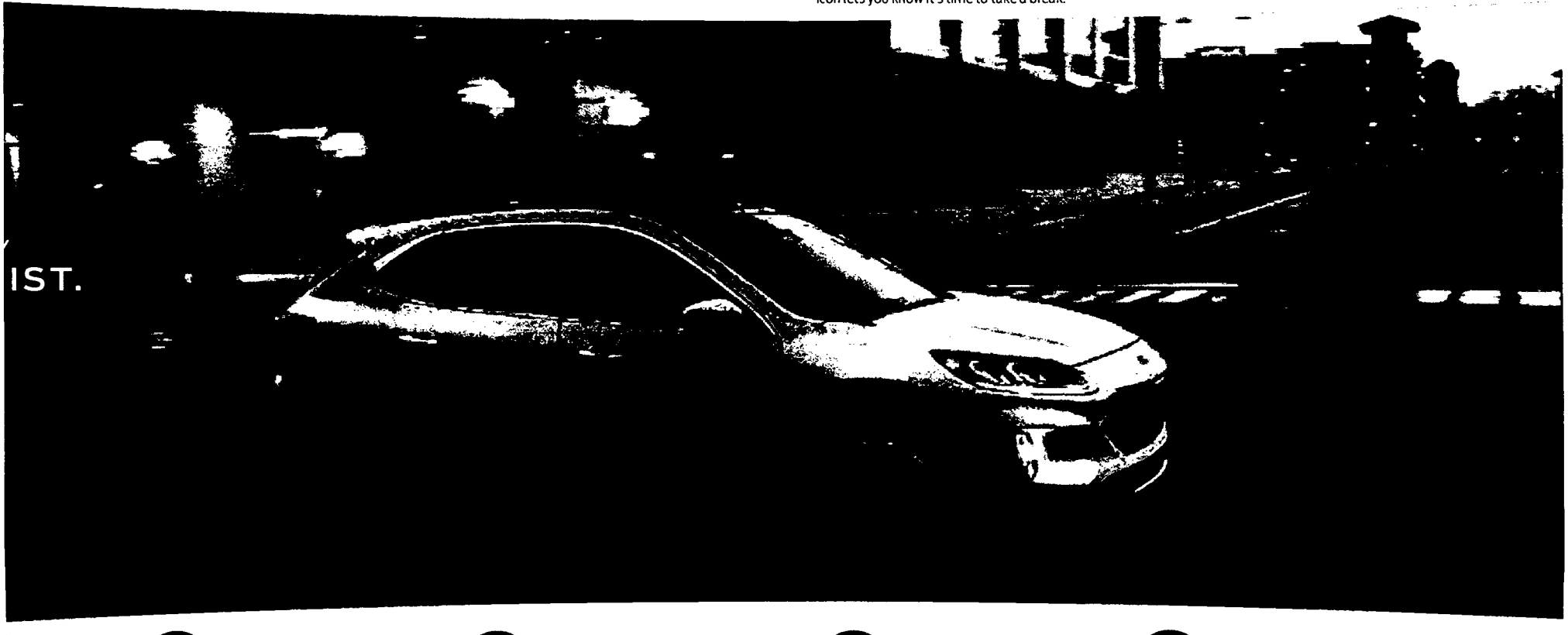


ONAL LOGY[1]

ACTIVE PARK ASSIST 2.0

Never pass up a potential parking space again. Active Park Assist 2.0 makes it easy to park time after time – even in tight parallel or reverse perpendicular spots. After the system locates a potential spot, all you have to do is brake to a complete stop, shift into Neutral and hold down the Active Park Assist button – Escape takes care of the rest. Park Out Assist with side-sensing capability can help you confidently navigate out of a spot when someone's parked too close.

ADAPTIVE CRUISE CONTROL (ACC) WITH STOP-AND-GO

There are few things as tedious as bumper-to-bumper traffic. ACC with Stop-and-Go can help you keep pace on your journey, slowing down or even stopping your vehicle if the traffic ahead has slowed or stopped. When things clear, it can resume your set speed.[4]

Standard on Titanium
Available on SE, SE Sport and SEL

EVASIVE STEERING ASSIST[5]

We've all experienced it. Traffic is rolling along smoothly when suddenly, a vehicle in your path is stopped. To help avoid a potential collision, Evasive Steering Assist can provide extra assist to help you quickly steer around the vehicle.

Standard on Titanium
Available on SE, SE Sport and SEL

VOICE-ACTIVATED NAVIGATION

Taking the wrong exit can put a serious dent in your day. Stay confidently on course with our Voice-Activated Touchscreen Navigation System, which features SiriusXM® Traffic and Travel Link® services[6] to help you avoid traffic, find fuel (gas or java), and so much more.

Standard on Titanium
Available on SE, SE Sport and SEL

E TO YOUR ADVANTAGE.

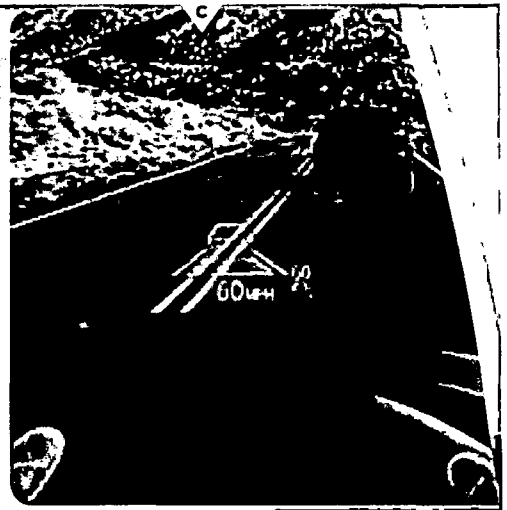
BRIGHTENS YOUR DRIVE
An available power, panoramic Vista Roof® can flood the Escape interior with natural light to benefit all passengers, while available ambient lighting can illuminate the door trim and media bin in your choice of 7 colors.

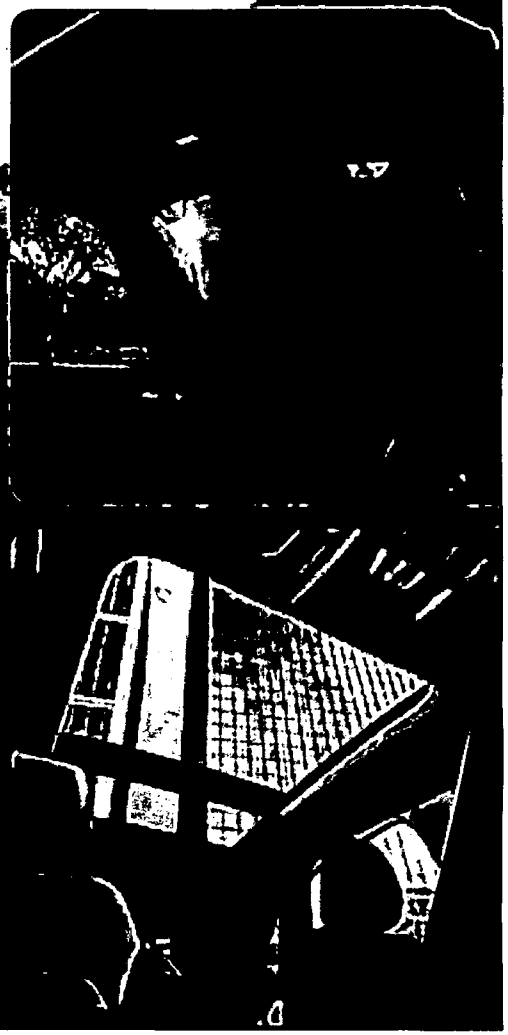
KEEPS YOU CHARGED
Available 12V powerpoints, USB ports and an available 110V/150W AC power outlet on the rear of the center console give you and your passengers plenty of opportunity to keep your devices charged and at the ready.

104
CU. FT.

TO ESCAPE.

ar. In its first full year on sale, it became
the Escape for 2020, this rich history
technology – have experienced rapid
ains the same: to help you embrace
able versatility. These are just some of





B

REAR CARGO AREA HAS ROOM FOR A FULL-SIZE PET CRATE[3]

ROTARY GEAR SHIFT DIAL

SPACIOUS GLOVE BOX CAN HOLD LAPTOP OR PURSE

w seat in the most rearward position. Non-hybrid models
nd complimentary Connected Service are required for remote
nd on compatible AT&T network availability. Evolving technology/
tion of connected features. Connected service excludes Wi-Fi
ols. [3]Can accommodate dog crate of 36" Lx 23" Wx 25" H. [4]Don't

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With seat
welcome
and comp
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Monito
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friends
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up to 10

eparately by SiriusXM after the trial period. Fees and taxes apply. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. lable in all markets. SiriusXM satellite service for 2020 model-year Ford vehicles is not available in Puerto Rico; SiriusXM streaming service ystems when possible; don't use handheld devices while driving. Some features may be locked out while the vehicle is in gear. Not all AppLink software. [4]Waze is available via iPhone with SYNC 3 and on Android Auto. Commands may vary by phone and AppLink software. ndent on smart phone and home technology. Don't drive while distracted or while using handheld devices. Use voice controls. Some active data service and compatible software. SYNC does not control 3rd-party products while in use. 3rd parties are solely responsible ndheld devices. Use voice controls. Certain Alexa functionality is dependent on smart phone and home technology. [7]FordPass Connect l Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T ay limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. [8]In select cities. [9]FordPass FordPass Connect service required (see FordPass Terms for more information). Message and data rates may apply. Check your availability

GES IN STRIDE.

all-new suspension system with a new solid mount subframe that improves ride

...TS SMOOTHLY

...ed and plus-sized models.
...V transmission delivers
...ding, quiet, energy-efficient driving
...ine. Even the Sport models
...oth and responsive 8-speed
...ed transmission deftly
...es shifts with performance

PERFORMANCE

...To help
...ertion by
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...and
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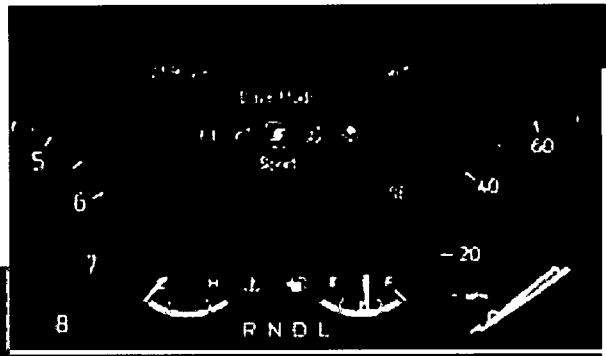
...drive
...ter

RQ24-008 000262-LC

tories start here. Turn the new rotary gear shift dial to Reverse. Before you're even out of your
Rear View Camera[1] and the sensors from Cross-Traffic Alert[1] pick up a vehicle driving by in
ng garage. Bad morning, averted. On the road, a light rain makes the surface slick. Adjust the
ıle Drive Mode to Slippery to increase your control. Need to call the office before you arrive?
oice-activated technology[2] can place the call while your phone is still in your duffle bag.
ıasn't even begun, and you're already on top of your game. Thanks to the all-new Escape S.

lan Green,[3] Magnetic,[3] Agate Black,[3] Sedona Orange[3]



8-SPEED AUTOMATIC TRANSMISSION

S STANDARD FEATURES:

MECHANICAL
Active grille shutters
Electric power-assisted steering
Front-wheel drive (FWD)
Mini spare wheel and tire
Power disc brakes with Anti-Lock Brake System (ABS
Selectable Drive Modes
Torque Vectoring Control

FORD CO-PILOT360 TECHNOLOGY
AdvanceTrac® with RSC® (Roll Stability Control™) and Curve Control
Auto Hold
Autolamp Automatic On/Off Headlamps
Ford Co-Pilot360: Pre-Collision Assist with Automati Emergency Braking (AEB); BLIS® (Blind Spot Informat System) with Cross-Traffic Alert; Lane-Keeping Syste Auto High-Beam Headlamps; and Rear View Camera
Post-Collision Braking

APPEARANCE
Black grille surround, beltline moldings, upper windo moldings, exterior door handles and power sideview r
Dual chrome exhaust tips
Wiper-activated halogen headlamps with courtesy de

COMFORT & CONVENIENCE
6-way manual driver's seat and 4-way manual front-passenger seat
12V powerpoints (3)
60/40 split-fold rear seat with slide and recline
Cargo tie-down hooks (2) and grocery bag hooks (2)
Configurable daytime running lamps
Easy Fuel® capless fuel filler
Illuminated Entry System
Manual-tilt/-telescoping steering column
Particulate air filter
Power door locks and windows with driver one-touch-down feature
Steering wheel-mounted cruise and audio controls

CONNECTIVITY & ENTERTAINMENT
AM/FM stereo with 6 speakers and MP3 capability
SYNC Voice Recognition Communications and Entert System with 4.2" LCD screen in center stack, 911 As AppLink® and 2 smart-charging USB ports
FordPass Connect[4] with 4G LTE Wi-Fi hotspot capabil (enables FordPass™ app[5] features when activated)

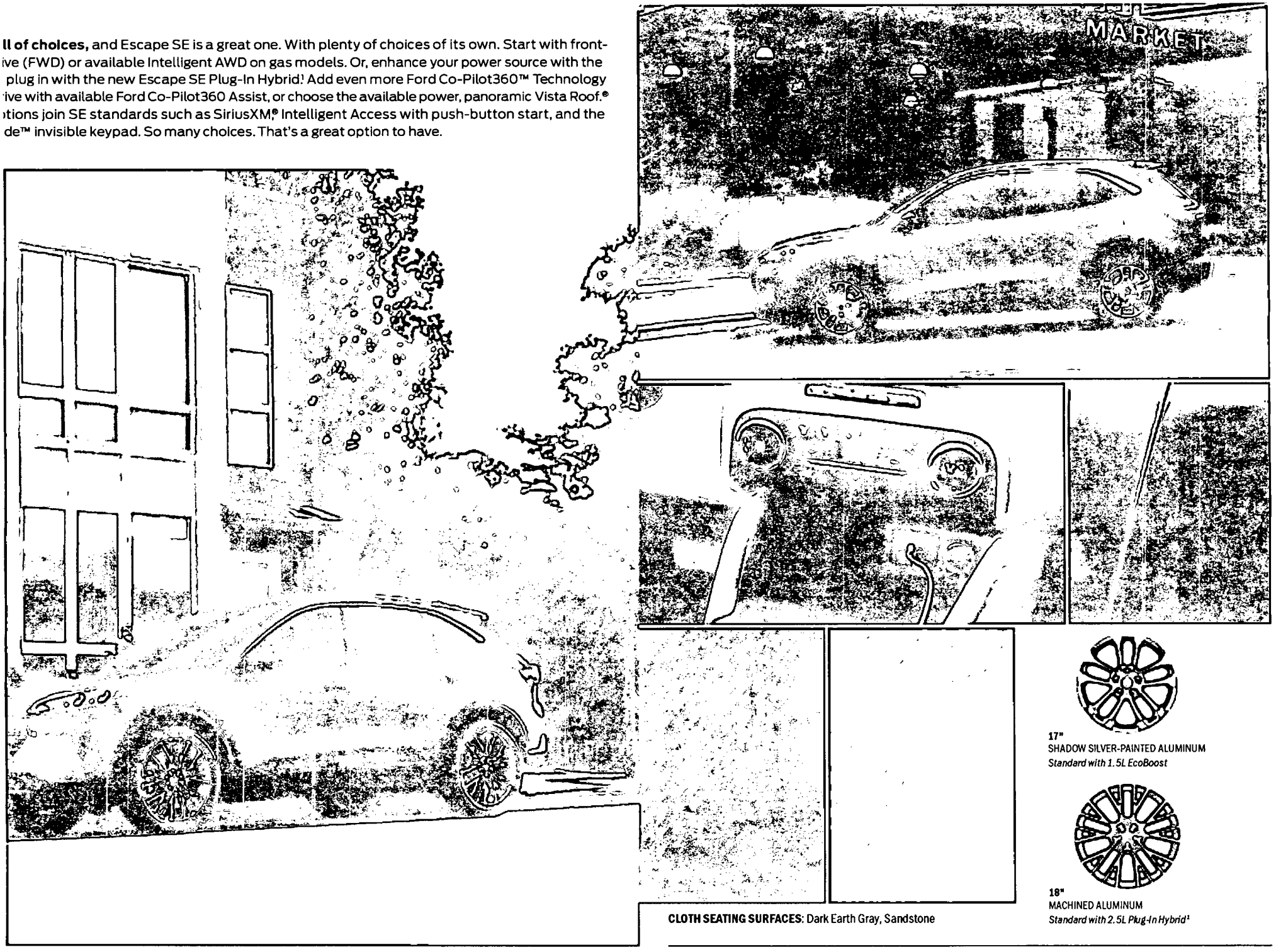
17"
STEEL WITH SPARKLE SILVER-PAINTED COVERS
Standard

17"
SHADOW SILVER-PAINTED ALUMINUM
Optional

CLOTH SEATING SURFACES: Dark Earth Gray

Available equipment shown. [1]Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to c when possible; don't use handheld devices while driving. Some features may be locked out while the vehicle is in gear. Not all features select vehicles), the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for d availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. C handheld devices. Use voice controls. [5]FordPass App, for use with FordPass Connect, is available via download and compatible with sel

ll of choices, and Escape SE is a great one. With plenty of choices of its own. Start with front-ive (FWD) or available Intelligent AWD on gas models. Or, enhance your power source with the plug in with the new Escape SE Plug-In Hybrid.[1] Add even more Ford Co-Pilot360™ Technology ive with available Ford Co-Pilot360 Assist, or choose the available power, panoramic Vista Roof.® ıtions join SE standards such as SiriusXM,® Intelligent Access with push-button start, and the de™ invisible keypad. So many choices. That's a great option to have.



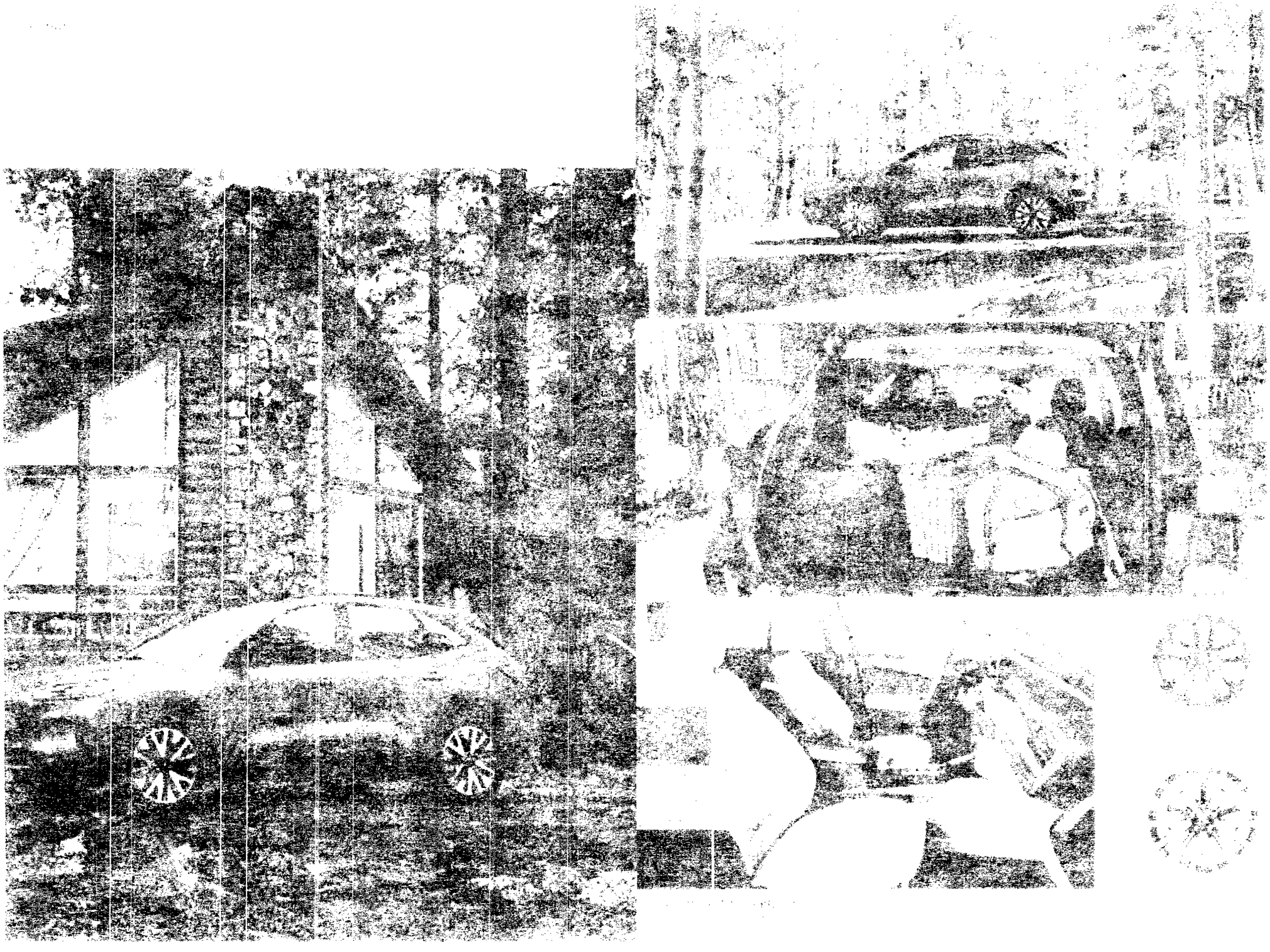
17"
SHADOW SILVER-PAINTED ALUMINUM
Standard with 1.5L EcoBoost

18"
MACHINED ALUMINUM
Standard with 2.5L Plug-In Hybrid[1]

CLOTH SEATING SURFACES: Dark Earth Gray, Sandstone

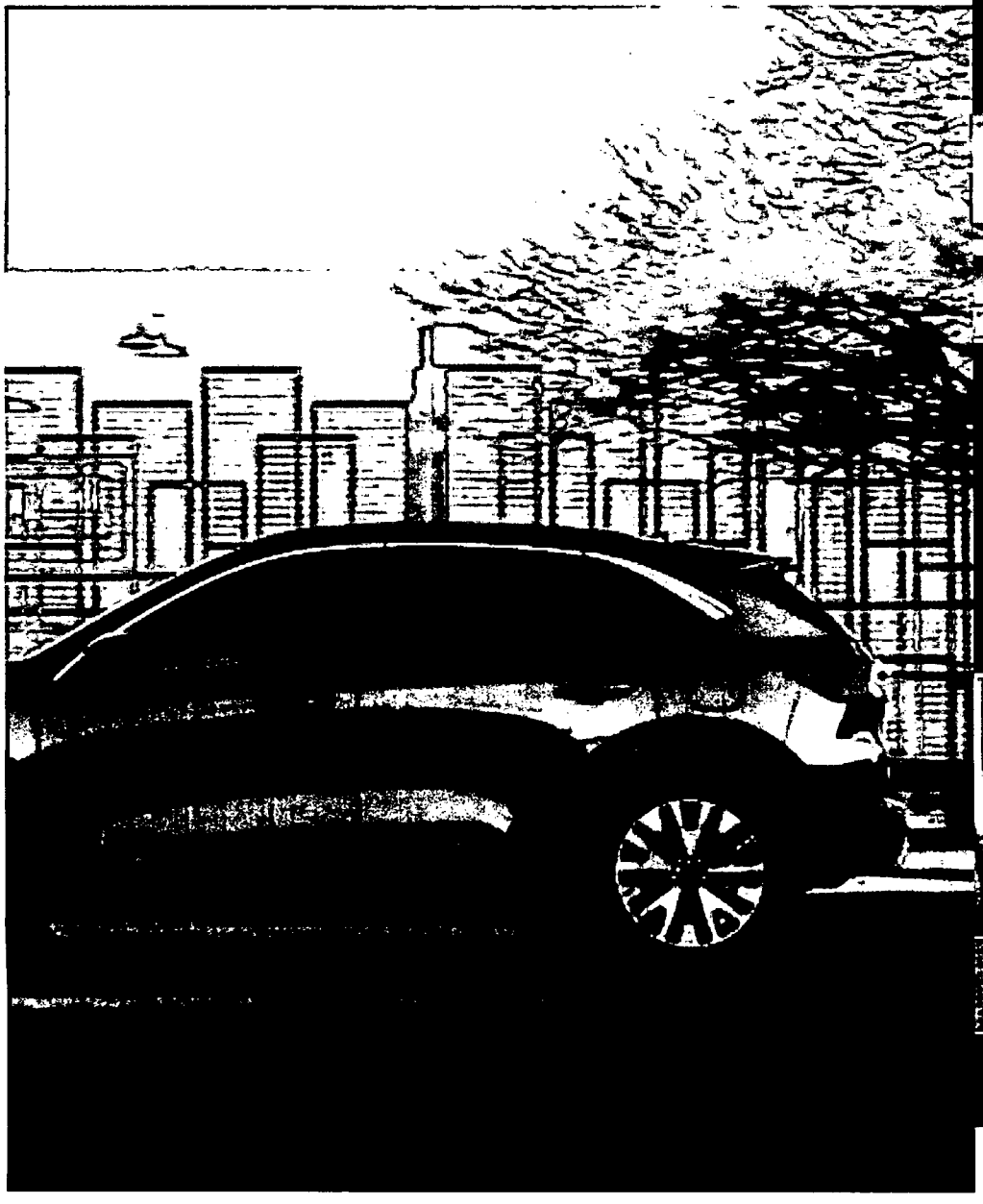
lan Green,[2] Magnetic,[2] Agate Black,[2] Sedona Orange,[2] Rapid Red Metallic Tinted Clearcoat,[3] Star White Metallic Tri-coat[3]

Available equipment shown. [1]Coming Spring 2020. [2]Metallic. [3]Additional charge. [4]Certain restrictions, [illegible]



RQ24-008 000265 LC

ıstes reveal a sophisticated nature, Escape SEL will more than satisfy. Choose from a plug-in r 1 of 2 gas powertrains – including an available 250-hp[2] 2.0L EcoBoost® engine teamed with ıt AWD and steering wheel-mounted paddle shifters. So you're free to move the way you choose. ɔs and 18" aluminum wheels with painted pockets adorn the exterior. Inside, new contoured :ket seats feature durable, high-end synthetic ActiveX seating material. Remotely start SEL, your leather-wrapped, heated steering wheel can be ready for adventure.



18"
MACHINED-FACE ALUMINUM
WITH DARK STAINLESS-PAINTED PO
Standard with EcoBoost engines

19"
MACHINED-FACE ALUMINUM
WITH EBONY-PAINTED POCKETS
Optional with 2.0L EcoBoost engin

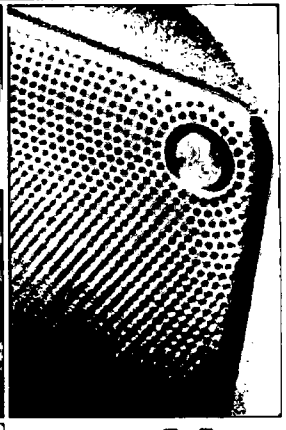
18"
MACHINED ALUMINUM
Standard with 2.5L Plug-In Hybrid[1]

ACTIVEX SEATING SURFACES: Sandstone/Ebony, Ebony

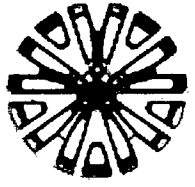
ıgnetic,[3] Agate Black,[3] Sedona Orange,[3] Rapid Red Metallic Tinted Clearcoat,[4] Star White Metallic Tri-coat[4]

Available equipment shown. [1]Coming Spring 2020. [2]Horsepower and torque ratings based on premium fuel per SAE J1349® standard

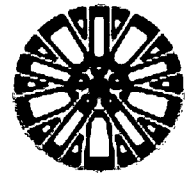
ıctuary from today's hectic world, the leather-trimmed refinement of Escape Titanium is g oasis. A 12.3" digital instrument cluster with customizable display, and dual-zone climate keep you comfortably in command, no matter which of its 3 powertrains you choose. Ambient n 7 hues and a B&O Sound System with 10 speakers help you establish the mood along the ing to its allure: a head-up display,[1] Active Park Assist 2.0, and 19" aluminum wheels.[2] Plan your n the well-equipped Titanium.



LEATHER-TRIMMED SEATING SURFACES: Sandstone/Ebony, Ebony



19"
MACHINED-FACE ALUMINUM WITH DARK TARNISH-PAINTED POC
Standard with 2.0L EcoBoost eng, and 2.5L Hybrid



18"
MACHINED ALUMINUM
Standard with 2.5L Plug-In Hybrid

ıgnetic,[3] Agate Black,[3] Sedona Orange,[3] Rapid Red Metallic Tinted Clearcoat,[4] Star White Metallic Tri-coat[4]

Available equipment shown. [1]Don't drive while distracted. See owner's manual for details and system limitations. [2]Gas-only models. [3]

s, roof crossbars,

ector

tems[2]

ies.ford.com

New Vehicle Limited Warranty. We want your Ford Escape ownership experience to be the best it can be. Under this warranty, your new vehicle comes with 3-year/36,000-mile bumper-to-bumper coverage, 5-year/60,000-mile Powertrain Warranty coverage, 5-year/60,000-mile safety restraint coverage, and 5-year/unlimited-mile corrosion perforation (aluminum panels do not require perforation) coverage – all with no deductible. Escape unique electric components are covered during the Hybrid/Electric Unique Component Coverage, which lasts for 8 years or 100,000 miles, whichever occurs first. Please ask your Ford Dealer for a copy of these limited warranties.

Roadside Assistance. Covers your vehicle for 5 years or 60,000 miles, so you have the security of knowing that help may be only a phone call away should you run out of fuel, lock yourself out of the vehicle or need a winch back to a paved road, a battery jump start or towing. Your Ford Dealer can provide complete details on all of these advantages.

Ford Credit. Get the ride you want. Whether you plan to lease or buy, Ford Credit has the option that's right for you. Ask your Ford Dealer for details or visit us online at ford.com/finance.

Ford Protect™ Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

Ford Insure. A new insurance product designed just for Ford owners, Ford Insure can help you save money on auto insurance for your connected Ford vehicle. Drive smarter, become an even better driver and earn bigger discounts – it's a win/win/win. Visit the FordPass mobile app or call 1-833-Ford-183.

American Road Services Company LLC is the licensed insurance agency supporting Ford and Lincoln insurance programs. Ford Insure is underwritten by Nationwide Mutual Insurance Company and Affiliated Companies. Subject to underwriting guidelines, review, and approval. Products not available to all persons in all states. Coverages vary by state. Availability varies; program criteria differs in California.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty.

Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

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Comparisons based on competitive models excluding other Ford vehicles (Escape class is Small Utilities; Escape Hybrid class is Small Utilities – Hybrid; Escape Plug-In Hybrid class is Small Utilities – Plug-In Hybrid; each based on Ford segmentation), publicly available information and Ford certification data at time of release. Vehicles may be shown with optional equipment and without standard antenna. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-date information on Ford vehicles. Colors are representative only. See your dealer for actual paint/trim options.

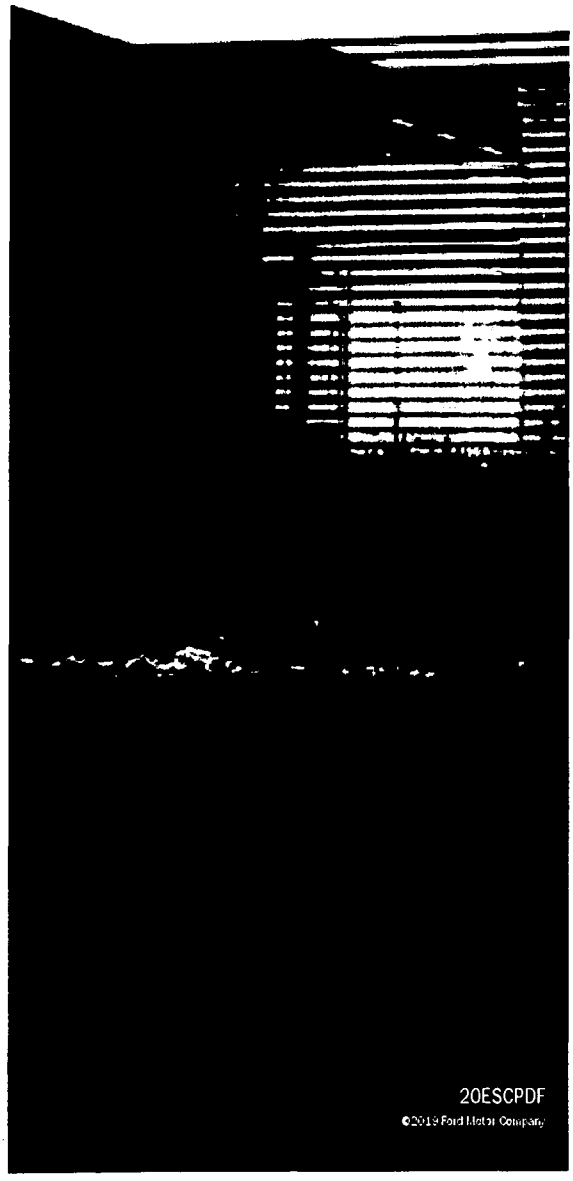
Download the FordPass app today.

[3]FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply. [4]75,
of purchase through the FordPass App on a smartphone and remain active for at least 6 months after activation. Buyers of non
maintenance after enrollment. Visit a participating dealer for details. [5]Roadside assistance is included for certain owners and ava
on select vehicles), the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Ter

BUILT Ford PROUD

From day one, we had the future in mind. And for over 116 years, we've focused on improving your freedom of movement, by making it possible for hardworking, everyday people to own a vehicle. One that's well built. That you're proud to drive. Born in Detroit, made in America[1] and famous worldwide: We are the Ford Motor Company.

Your mobility is at the center of everything we do. And we're excited to be designing and building smart vehicles that work for you. It's why we put our family name on every one. From our founding members, to our Ford family of employees around the globe, we work with pride. We build with care. For you - and your family. By everyone in ours.



[1]Made in the USA with domestic and foreign parts.

20ESCPDF

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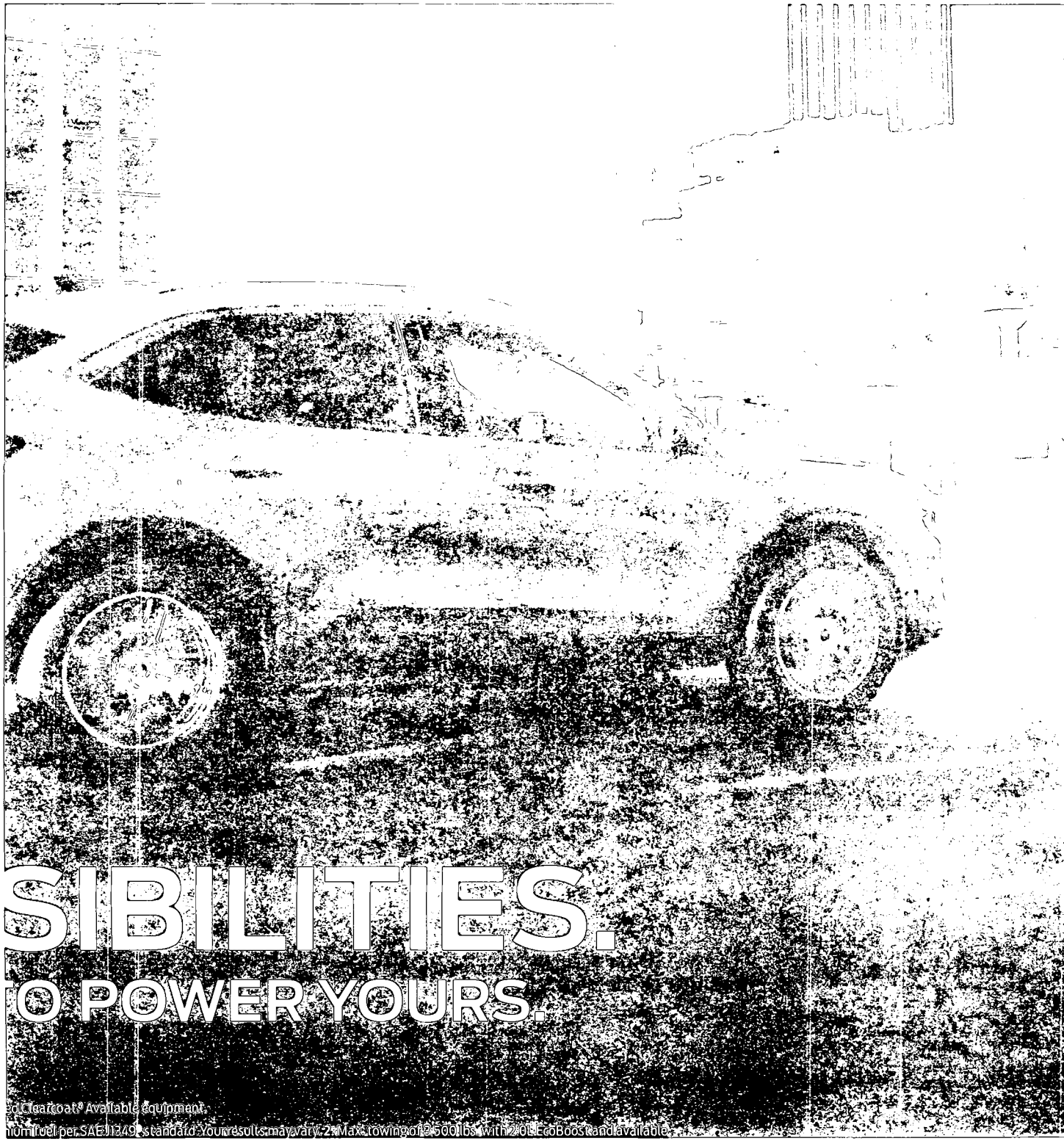
Exhibit 5

2021 FORD ESCAPE®

RG24-008.000272.C



SIBILITIES.

O POWER YOURS.

[1.5L ECOBOOST]

GO FURTHER

To help conserve fuel, the 1.5L engine can sense w
shut it down, deactivating or activating it in millis
ride. This engine also features Auto Start-Stop Tec
consumption and vehicle tailpipe emissions when

Standard on S, SE and SEL (FWD or available AWD)

[2.0L ECOBOOST]

GO QUICKLY

This turbocharged gem works with the quick-shi
transmission to offer spirited acceleration and rob
to enjoying its fun-to-drive nature, you can also pa
Trailer Tow Package to tow up to 3,500 lbs.[2]

Available on SEL and Titanium (AWD only)

[HYBRID]

GO WITH A BLEND

Ford Escape Hybrid models combine a 2.5L Atkin
electric traction motor and an electric Continuous
They can travel at a top speed of 85 mph[3] while in
feature electric launch for an engaging driving exp

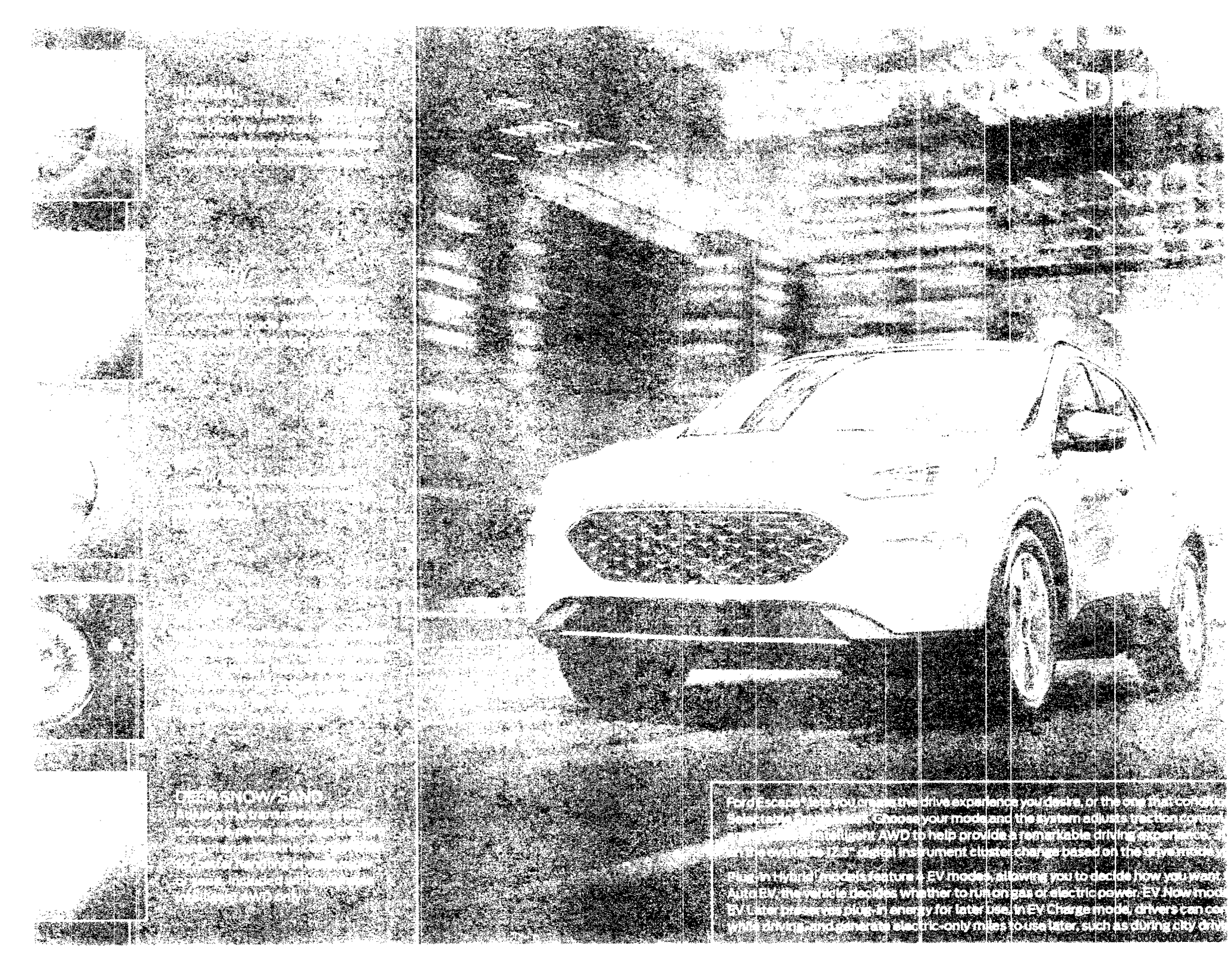
Available on SE and SEL (FWD or available AWD)
Standard on Titanium (FWD or available AWD)

[PLUG-IN HYBRID]

EXPAND YOUR OPTIONS

You can drive Plug-In Hybrid[4] models in EV (Electr
Scharged. A driver's side charge port and 120-volt
easy. This powertrain includes the 2.5L Atkinson-c
drive on gas power even if you run out of charge.

Clearcoat.[2] Available equipment.
n fuel per SAE J1349 standard. Your results may vary. [2] Max. towing of 2,500 lbs with 2.0L EcoBoost and available

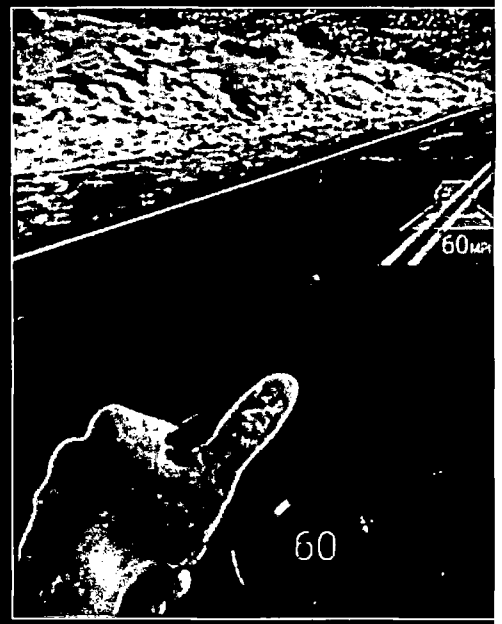


Ford Escape lets you create the drive experience you desire, or the one that conforms
Select-Shift™ system. Choose your mode and the system adjusts traction control,
intelligent AWD to help provide a remarkable driving experience.
the available 12.3" digital instrument cluster changes based on the drive mode.
Plug-in Hybrid models feature 3 EV modes, allowing you to decide how you want
Auto EV, the vehicle decides whether to run on gas or electric power. EV Now mod
EV Later preserves the plug-in energy for later use. In EV Charge mode, drivers can cre
while driving and generate electric-only miles to use later, such as during city driv

NITIES.

MFORT IN CONTROL.

ront-row experience that includes a streamlined center console and nicely calibrated
ed sport contour front bucket seats and an available heated steering wheel offer extra
e 12.3" digital instrument cluster (shown above) features a configurable display and
ther vital information can be projected onto a 6" wide screen just above the steering
lay[1] (shown at right). Plus, there's an available B&O™ Sound System that uses 10 high-
575 watts of digitally processed sound into pure audio bliss.



SATILITY.

T TO YOUR AGENDA.

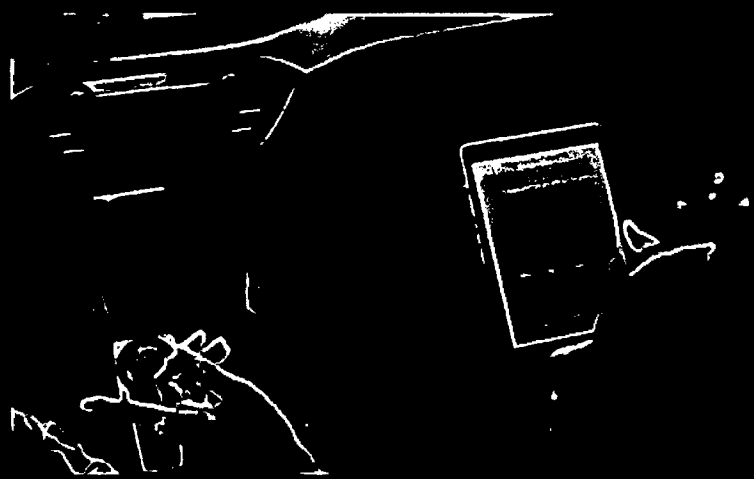
s, Ford Escape* is designed to help you enjoy them. Want to seat up to 5 adults? Do it volume of up to 104 cu. ft.[1,2] Need to carry a full-size pet crate?[2,3] Slide the rear seats fully f cargo space behind them. You can also fold both sections of the 60/40 split rear seats argo space. To help keep items out of sight, the available easy-access cargo shade rises hands-free, foot-activated liftgate. Be sure to top it all off with the available power, ll of your passengers can benefit from the natural lighting and fresh air.

LATITUDE.
SLIDE SEATS BACK TO
Treat friends and family to the surprising freedom of sliding rear seats that offer best-in-
inside of Ford Escape gas models. The rear seat backs can also be reclined while pas
shade provided by available rear-window and liftgate privacy glass. You'll find up to 2 a
up front, plus a set of available USB ports (1 USB-A and 1 USB-C), or up to 3 available 12
plenty of ways to keep your devices charged and at the ready. Those in both rows can
convenient bottle holders to stow travel essentials and stay hydrated on short and long

E YOURS WITH TECH.

Recharge on the go – without any cords – thanks to the available wireless charging pad.[4]

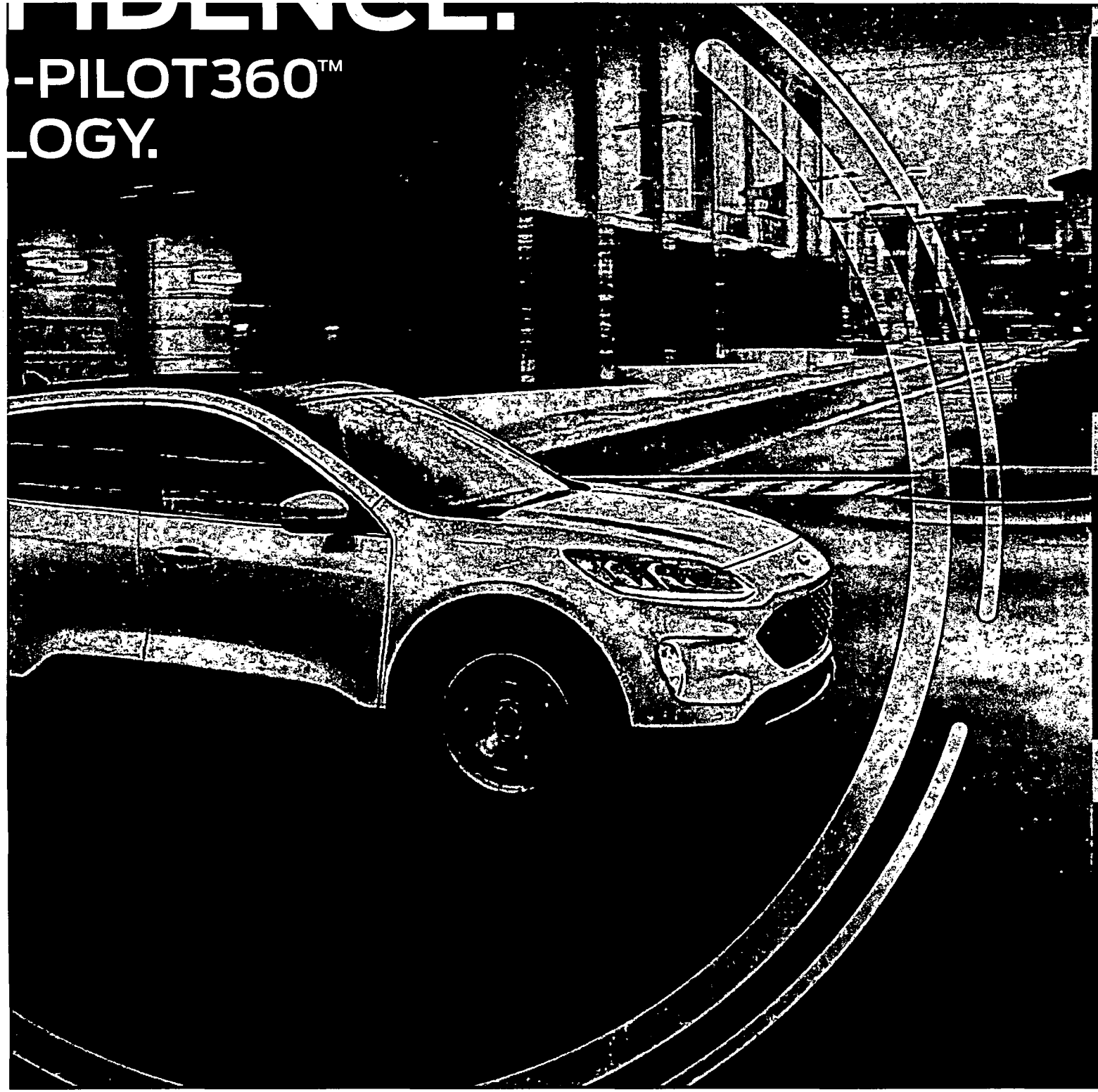
Change up your display style by enjoying available compatibility with Apple CarPlay[6] for your iPhone.[5,5] Available SYNC 3 is also compatible with Android Auto™ for your Android™ smartphone.[5]



Ford Escape.[4] Available voice-activated SYNC[1,] 3[1] puts just what you need on the tip of tips – thanks to a vibrant 8" touchscreen, while your smartphone lets you use Siri[1,] or ted while keeping your eyes on the road – and your hands on the wheel. You can also use apps on your paired smartphone or other mobile devices via SYNC AppLink.[1,2] Access to start/stop, lock/unlock, schedule a start, locate your vehicle, and vehicle status check, ass™ App[3] and FordPass Connect.[3]

[6] Available equipment.

ed systems when possible; don't use handheld devices while driving. 1. Some features may be locked out while the le with all phones. 2. Commands may vary by phone and AppLink software. 3. FordPass Connect, the FordPass App, red for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T ar networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB



-PILOT360™
LOGY.

Standard on every 2021 Ford Escape

Changing lanes. Keeping your distance.
hazards. Ford Co-Pilot360 driver-assist
of situations and conditions, as they car
and help you feel confidently in comma

- **PRE-COLLISION ASSIST WITH AUTOMA**
- **LANE-KEEPING SYSTEM**
- **BLIS® (BLIND SPOT INFORMATION SYS**
- **AUTO HIGH-BEAM HEADLAMPS**
- **REAR VIEW CAMERA**

FORD CO-PILOT360 AS

Standard on Titanium; Available on SE a

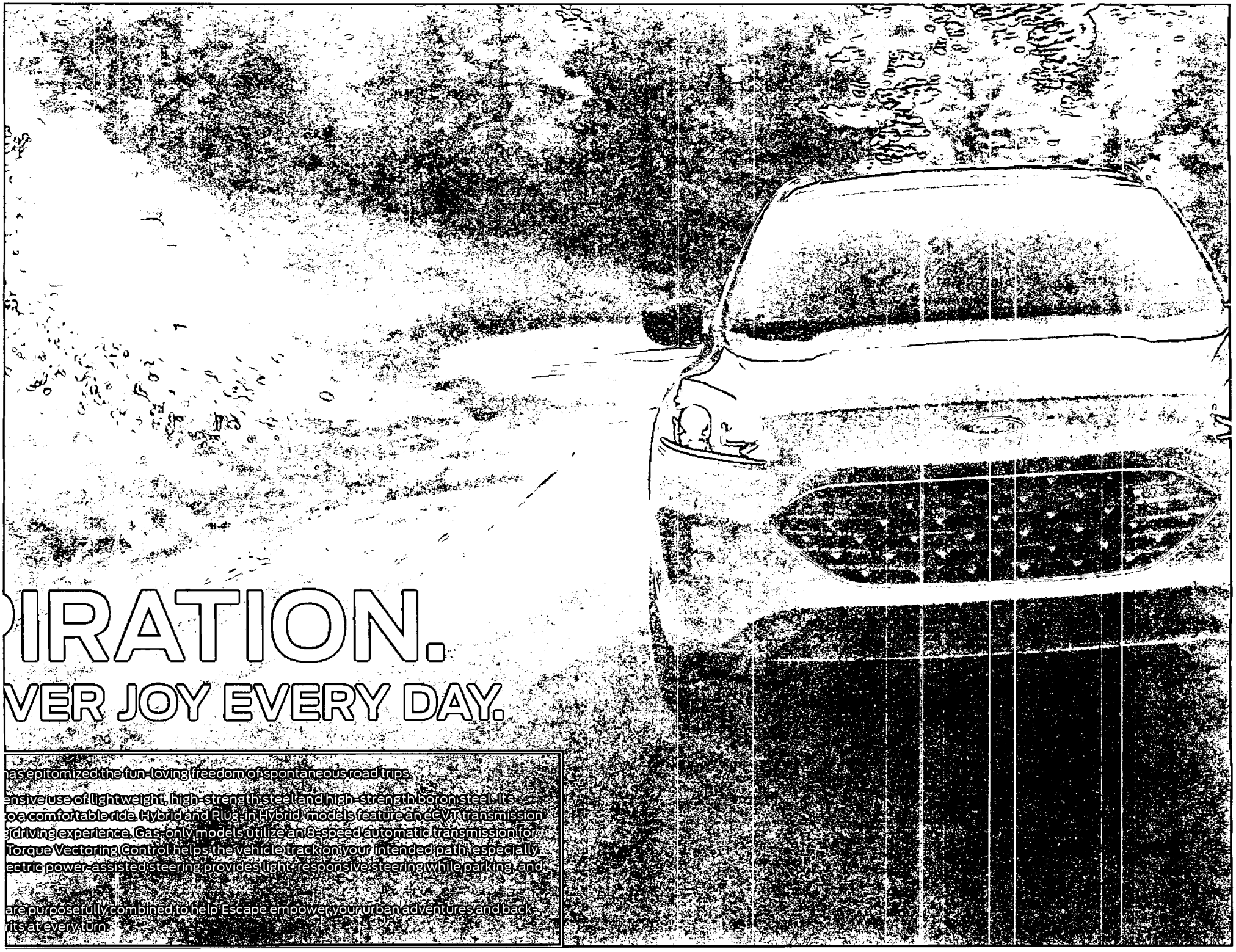
Stay on track, and take comfort knowin
thanks to these high-tech features.

- **INTELLIGENT ADAPTIVE CRUISE CONTR**
  Includes Speed Sign Recognition
- **EVASIVE STEERING ASSIST**
- **VOICE-ACTIVATED NAVIGATION**

AVAILABLE TECHNOLO

Enjoy the ease of parallel and perpendic
sudden rain showers and chilly morning
is available when and where you need it

- **ACTIVE PARK ASSIST 2.0**
  Standard on Titanium
- **RAIN-SENSING WINDSHIELD WIPERS**
  Standard on Titanium
- **REMOTE START SYSTEMS**
  Standard on SEL and Titanium; Ava


IRATION.
VER JOY EVERY DAY.
as epitomized the fun-loving freedom of spontaneous road trips.
ensive use of lightweight, high-strength steel and high-strength boron steel. Its
o a comfortable ride. Hybrid and Plug-In Hybrid models feature an eCVT transmission
g driving experience. Gas-only models utilize an 8-speed automatic transmission for
Torque Vectoring Control helps the vehicle track on your intended path, especially
ectric power-assisted steering provides light, responsive steering while parking, and
are purposefully combined to help Escape empower your urban adventures and back-
rits at every turn.

RE

e. Before you're out of your spot, the Rear View Camera[1] and sensors from Cross-Traffic Alert[1] you to help avoid it. Then a light rain starts. Whether you have a 1.5L EcoBoost® with front-wheel VD, just switch to "Slippery" drive mode for increased control. Calling coffee orders ahead? [2] to do it without touching your phone. You're road-trip ready in the Ford Escape® S.

T APPEARANCE

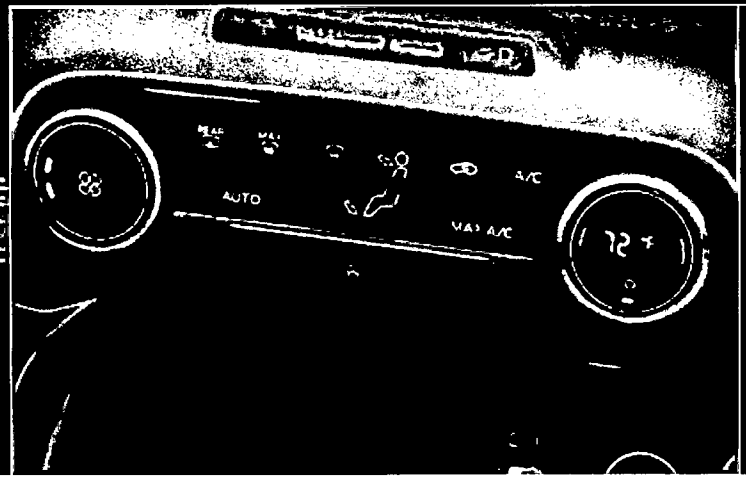
E

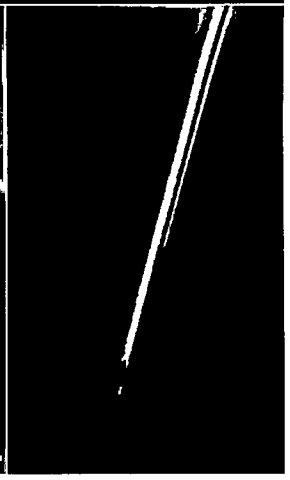
ackage gives your SE standout looks, starting with its 19" machined-face Ebony-painted umpers, and upper window moldings are all black. High-gloss black caps set off the sideview ith a chrome surround leads the way to fun.

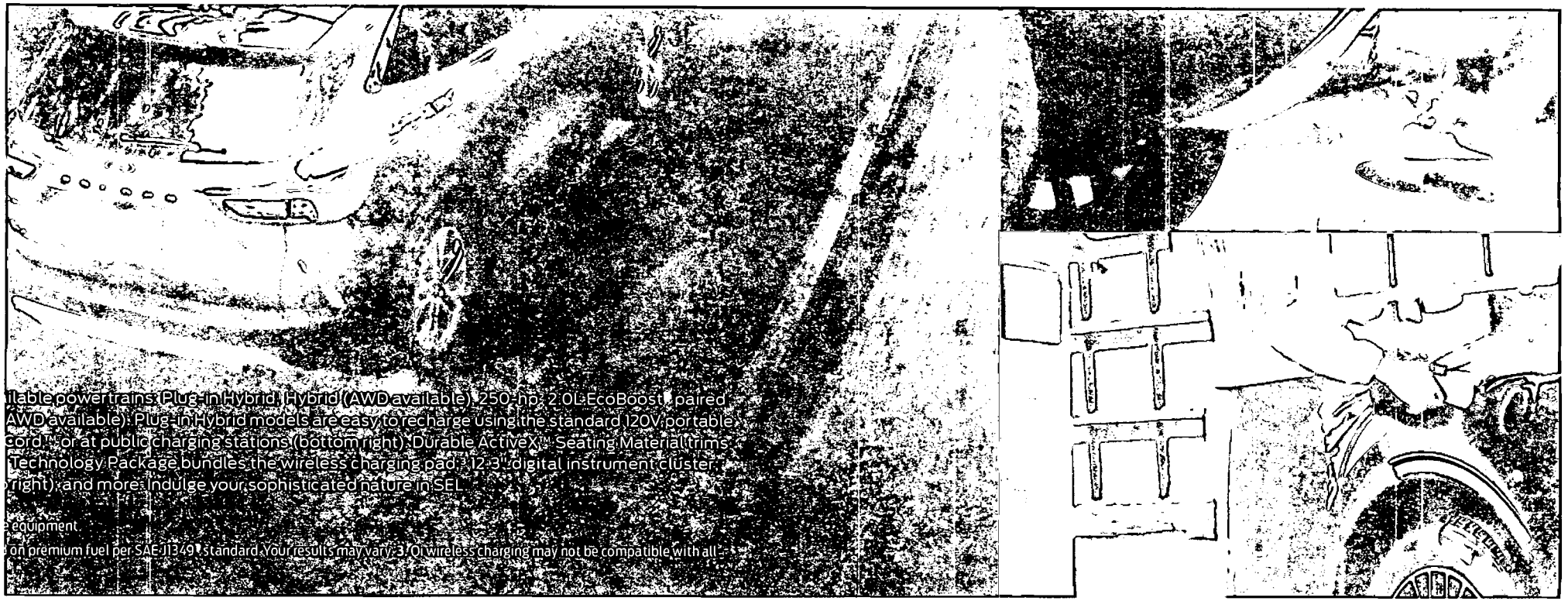
GO YOUR OWN WAY

SE models offer lots of ways to go: Plug-in Hybrid,[3] Hybrid (AWD available), or 1.5L EcoBoos you make, you'll also enjoy voice-activated SYNC® 3 with an 8" LCD capacitive touchscreen. Package (below left) for a heated steering wheel, heated front seats and more. The availa you a 10-way power driver's seat, the SecuriCode® invisible keypad (below right), halogen signature lighting, a power liftgate and more. It's so easy to make it yours.

SE. Rapid Red Metallic Tinted Clearcoat.[4] Available equipment.







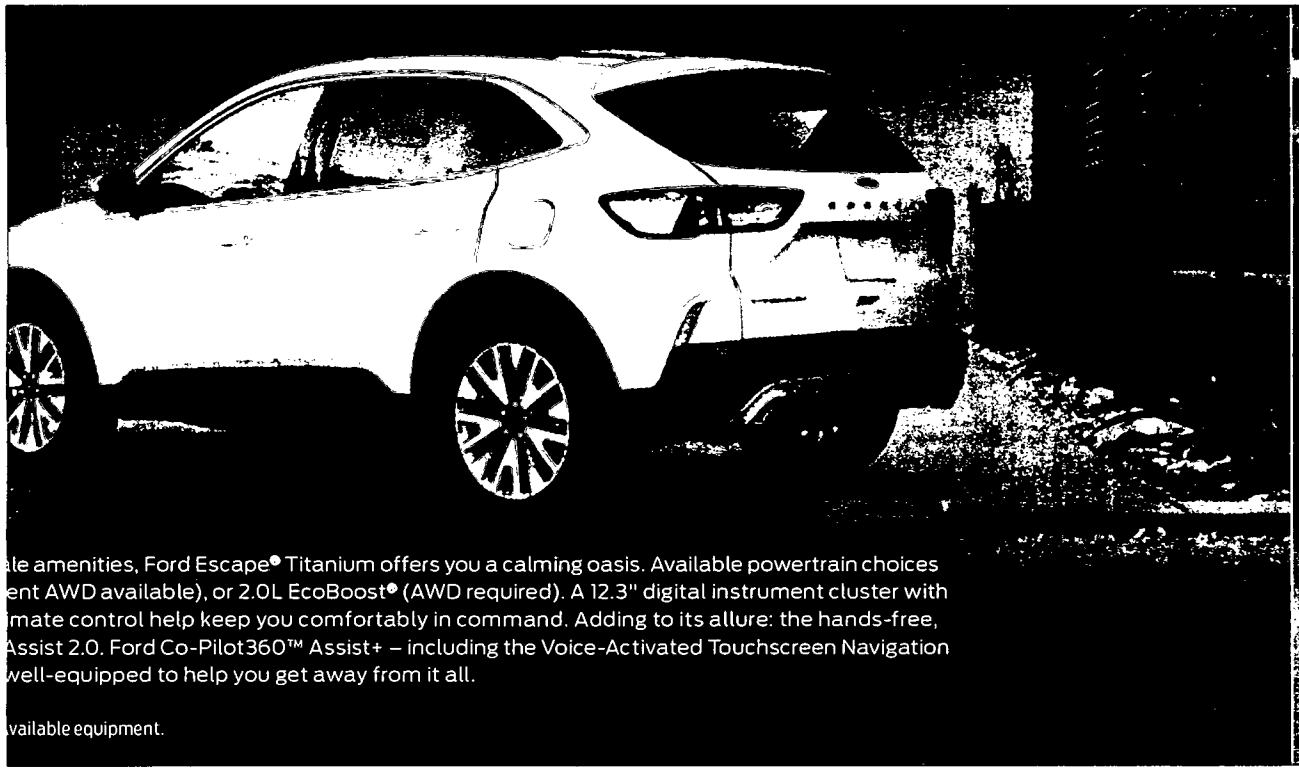
ilable powertrains: Plug-In Hybrid, Hybrid (AWD available), 250-hp, 2.0L EcoBoost® paired
AWD available). Plug-In Hybrid models are easy to recharge using the standard 120V portable
cord,[1] or at public charging stations (bottom right). Durable ActiveX™ Seating Material trims.
Technology Package bundles the wireless charging pad,[2] 12.3" digital instrument cluster
right), and more. Indulge your sophisticated nature in SEL.

equipment.
on premium fuel per SAE J1349® standard. Your results may vary. 3. Qi wireless charging may not be compatible with all

SEL STEALTH AWD PACKAGE

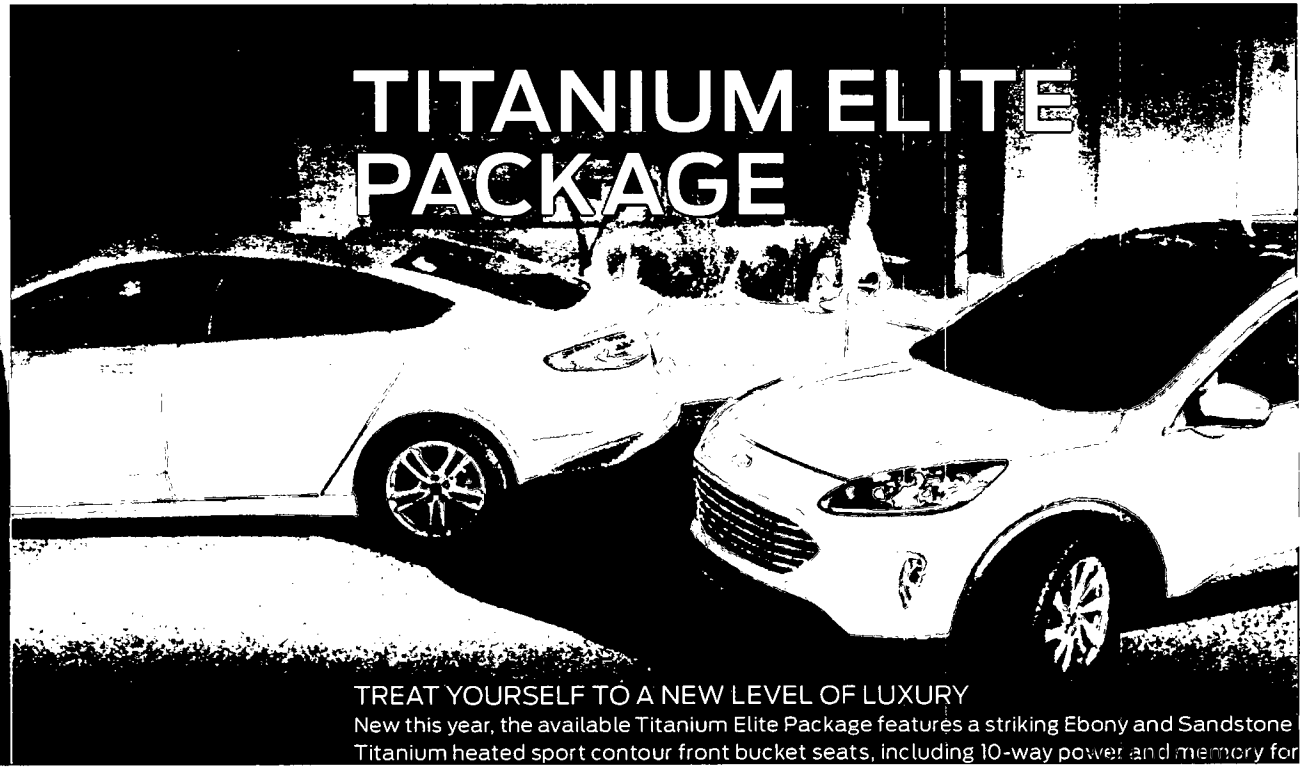
VENTURE OUT IN STYLE

Make your Escape even more sleek with this available new package on your SEL with the av



le amenities, Ford Escape® Titanium offers you a calming oasis. Available powertrain choices
ent AWD available), or 2.0L EcoBoost® (AWD required). A 12.3" digital instrument cluster with
mate control help keep you comfortably in command. Adding to its allure: the hands-free,
Assist 2.0. Ford Co-Pilot360™ Assist+ – including the Voice-Activated Touchscreen Navigation
well-equipped to help you get away from it all.

vailable equipment.



TITANIUM ELITE PACKAGE

TREAT YOURSELF TO A NEW LEVEL OF LUXURY

New this year, the available Titanium Elite Package features a striking Ebony and Sandstone
Titanium heated sport contour front bucket seats, including 10-way power and memory for

CONNECTIVITY & ENTERTAINMENT

FordPass™ Connect[1] with 4G LTE Wi-Fi hotspot capability[2]

SAFETY & SECURITY

- Personal Safety System™ for driver and front passenger includes dual-stage front airbags[3]
- Driver's knee airbag[3]
- Front-seat side airbags[3]
- Safety Canopy® System with side-curtain airbags[3] and rollover sensor
- AdvanceTrac™ with RSC® (Roll Stability Control™)
- Curve Control
- Front height-adjustable shoulder safety belts
- MyKey® technology to help encourage responsible driving
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS; excludes spare, when equipped)

Width – Mirrors folded	78.7
Width – Including mirrors	85.6

Interior (in.)	Front/Rear
Head room	40.0/39.3
Leg room (max.)	42.4/40.7
Hip room	55.2/53.3
Shoulder room	57.6/56.0

Capacities (cu. ft.)	
Passenger volume	104.0
Cargo volume behind front seats	65.4
Cargo volume behind rear seats	37.5 (max.)

Fuel Tank (gal.)	
1.5L EcoBoost®	14.8/15.7 (FWD/AWD)
2.0L EcoBoost	15.7
2.5L Hybrid	14.2
2.5L Plug-in Hybrid	11.0

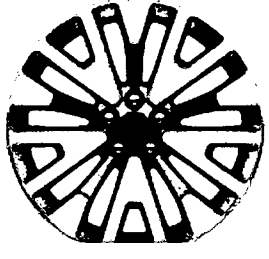
Dimensions and capacities shown for base trim level with FWD. Dimensions and capacities may vary by model.

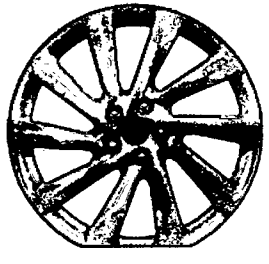
Ford Escape® Plug-In Hybrid models available spring 2021 at EV Certified Ford Dealerships.

ary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on /cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes rtphone platforms, is available via download. Message and data rates may apply. **2.** Wi-Fi hotspot includes complimentary wireless the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the complimentary subscription v/ford. **3.** Always wear your safety belt and secure children in the rear seat. **4.** Additional charge.

17" Shadow Silver-Painted Aluminum
Standard on SE with EcoBoost engines and Hybrid; Optional on S

18" Machined-Face Ebony-Painted Aluminum
Standard on SE, SEL, Titanium with Plug-In Hybrid





1 Oxford White

2 Desert Gold Metallic

3 Velocity Blue Metallic

4 Iconic Silver Metallic

5 Carbonized Gray Metallic

6 Agate Black Metallic

7 Bronze Fire Metallic

8 Antimatter™ Blue Metallic

9 Rapid Red Metallic Tinted Clearcoat[4]

10 Star White Metallic Tri-coat[4]

Dark Earth Gray Cl

Sandstone Cloth S

Sandstone ActiveX Mini-Perforated In

Ebony ActiveX Sea Mini-Perforated In

Ebony ActiveX Sea Miko® Sueded Clo

Ebony Leather with Mini-Perforated In

RQ24-008-000284-1.G

Stop Technology:
e @ 3,000 rpm[1]

on (eCVT)

on (eCVT)
op Technology
e @ 3,000 rpm[1]
t
adds Deep Snow/Sand Mode)
nd EV Charge
g-in Hybrid models only)
Plug-In Hybrid models)
flator and sealant kit)
Y
aptive Cruise Control with
es Speed Sign Recognition);
ted Touchscreen Navigation
cludes SiriusXM® Traffic and
pper window moldings, exterior
aps
moldings; and body-color
mirror caps
LED signature lighting

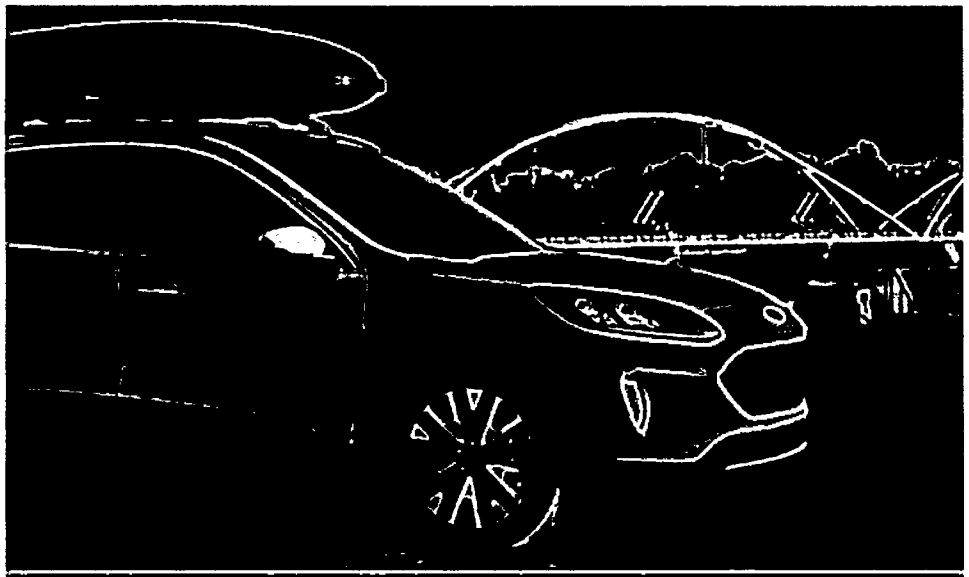
			S	Chrome beltline moldings
			S	LED headlamps
				COMFORT & CONVENIENCE
S	S			6-way manual driver seat and 4-way manual front-passenger seat
S				12V powerpoints (3)
S	S			Power windows with driver one-touch-down feature
	S	S	S	12V powerpoints (2)
	S	S		6.5" LCD instrument panel screen (Hybrid and Plug-In Hybrid models only)
	S/P	S	S	Dual-zone electronic automatic temperature control (standard with Hybrid and Plug-In Hybrid on SE)
	S	S	S	Electronic fuel door release (Hybrid and Plug-In Hybrid models only)
	S	S	S	Front-passenger seat back map pocket
	S	S	S	Illuminated visor mirrors
	S	S	S	Intelligent Access with push-button start
	S	S	S	Smart-charging USB ports for rear seat (2: 1 USB-A and 1 USB-C)
	P	S	S	10-way power driver's seat with power lumbar and recline
	P	S	S	Heated front seats
	P	S	S	Heated sideview mirrors
	P	S	S	Heated steering wheel
	P	S	S	Rear-seat center armrest with 2 cupholders
	P	S	S	Remote Start System
	P	S	S	SecuriCode® Invisible keypad
	P	S		Power liftgate
		S	S	Power windows with one-touch-up/-down feature
			S	6-way power front-passenger seat
			S	Ambient lighting (single color)
			S	Auto-dimming rearview mirror
			S	Universal garage door opener
		P	S	12.3" configurable LCD digital instrument cluster
		P	S	Hands-free, foot-activated liftgate
		P	S	Memory feature for power driver's seat and sideview mirrors
	P			Electronic automatic temperature control
	O	O	O/P	Power, panoramic Vista Roof (includes black roof-rack side rails; not available with Plug-In Hybrid on SE)
			P	Leather-wrapped heated steering wheel
	S	S	S	Pedestrian Alert Sounder (Hybrid and Plug-In Hybrid models only)
			S	Perimeter alarm
				CONNECTIVITY & ENTERTAINMENT
S	S	S		AM/FM stereo with 6 speakers and MP3 capability
S				SYNC Voice Recognition Communications System with 4.2" LCD screen in center stack, 911 Assist,® AppLink,® and 1 smart-charging USB port
	S	S	S	SiriusXM with 3-month All Access trial subscription[4]
	S	S	S	SYNC 3 with 8" LCD capacitive touchscreen in center stack, 911 Assist, AppLink, Apple CarPlay® compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports
		P	S	B&O™ Sound System with 10 speakers including a subwoofer, and HD Radio™ Technology
				PACKAGES
		O	O	**Class II Trailer Tow Package** (3,500 lbs. max.; 2.0L only)
	O			**Cold Weather Package:** heated front seats, sideview mirrors and premium-wrapped steering wheel; electronic automatic temperature control; and Remote Start System
	O			**Convenience Package:** 10-way power driver's seat with power lumbar and recline; dual-zone electronic automatic temperature control; halogen projector-beam headlamps with LED signature lighting; power liftgate; premium-wrapped steering wheel; rear-seat center armrest with 2 cupholders; and SecuriCode Invisible keypad
	O			**SE Sport Appearance Package:** 19" machined-face Ebony-painted aluminum wheels; black 5-bar grille with chrome surround; and black bumpers, sideview mirror caps and upper window moldings (not available with Plug-In Hybrid)
		O		**SEL Stealth AWD Package:** 19" machined-face Ebony-painted aluminum wheels; black 5-bar grille with chrome surround; and black skid plates, sideview mirror caps, badging and upper window moldings; Ebony ActiveX™ Seating Material with Miko® sueded cloth perforated inserts; and front and rear carpeted floor mats with embroidered Escape logo (requires 2.0L engine with AWD)
			O	**Titanium Elite Pac** chrome 5-bar grille skid plates; leather- leather-wrapped st Sandstone embroic pad; and power, pa
			O	**Titanium Premium** mini-perforated ins carpeted floor mats display; wireless ch Hybrid only)
				OPTIONS
O	O	O	O	Cargo mat
O	O	O	O	Easy-access cargo
O	O	O	O	Engine block heate
O	O	O	O	Front and rear floor SEL Stealth AWD, T
O	O	O	O	Front and rear floor
O	O	O	O	Mini spare wheel ar
O	O	O	O	Splash guards
O	O	O	O	Wheel-locking lug n
O	O			Remote Start Syste
		O	O	Roof-rail crossbars or Titanium Premiu

subwoofer; 12.3" c
feature for power d
and hands-free, foc

Ford Escape® Plug-In Hybrid model

1. Horsepower and torque ratings ba may vary. **2.** Restrictions may apply performance of the engine and elec SAE J1349 engine results and Ford el and service availability may vary by subscription, each sold separately t stop at the end of your trial unless Agreement at www.siriusxm.com for device capabilities and location avail **5.** Do not place additional floor mat

Horsepower, torque and towing are achieved simultaneously.



sorized with molded splash guards, roof crossbars,[2,3] and roof-mounted cargo box[2,3]

area protector | Floor liners | Dash cam systems[3]

side Assistance. Covers your for 5 years or 60,000 miles, so you ne security of knowing that help only a phone call away should you t of fuel, lock yourself out of the or need a winch back to a paved a battery jump start or towing. rd Dealer can provide complete on all of these advantages.

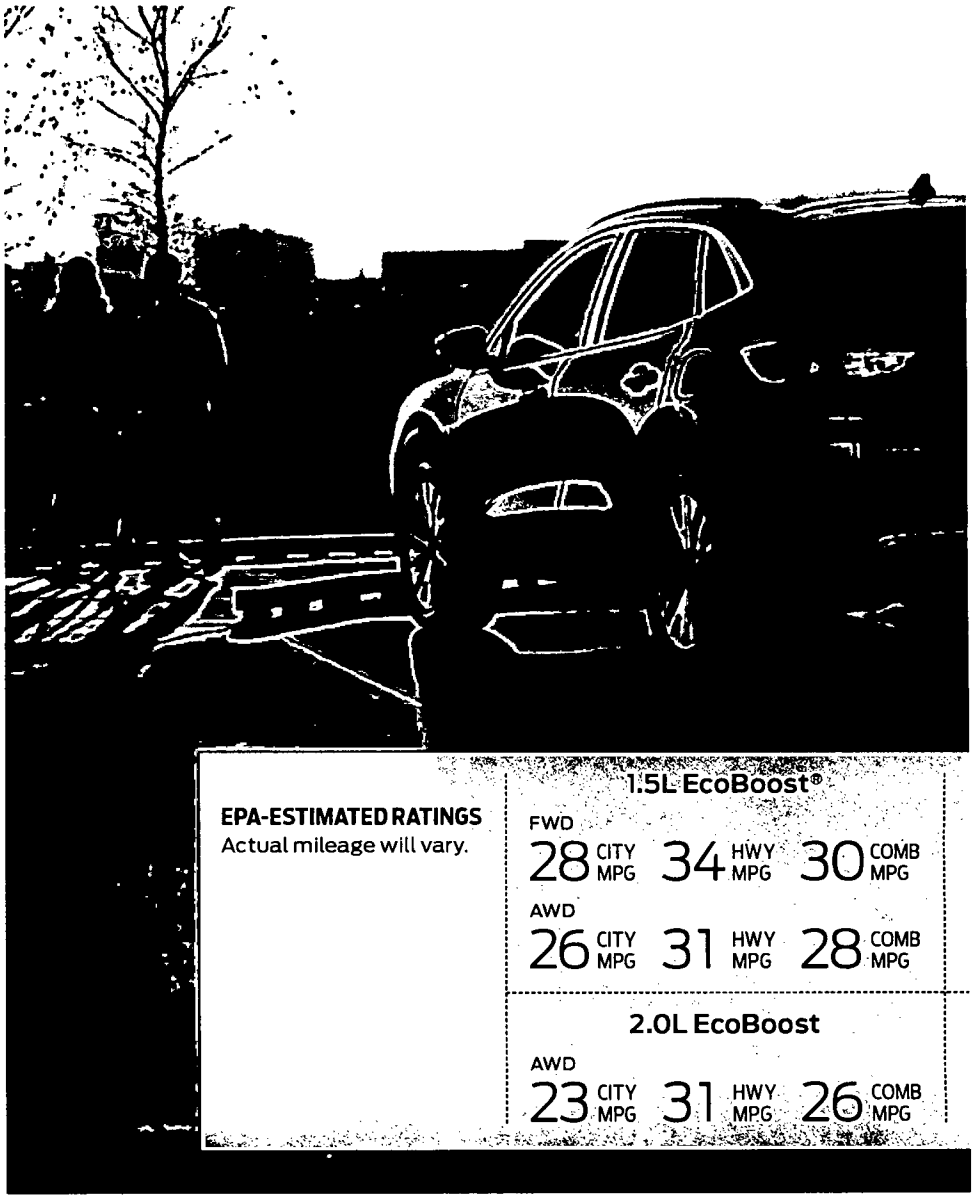
Protect™ Extended Service . Whether you purchase or lease rd vehicle, insist on genuine Ford t extended service plans. Ford t has a variety of plans to give you -of-mind protection whether you ehicle component or maintenance ge. Plus, they are fully backed by nd honored at all Ford dealerships J.S., Canada and Mexico. When it your dealer, insist on genuine rotect extended service plans.

Ford Insure. Insurance that lets you earn discounts for safe driving, offering a maximum discount of 40% off your auto insurance. Ford Insure works with your 2021 Escape to gauge driving habits and calculate a discount based on how you drive. Visit www.fordinsure.com to learn more.

American Road Services Company LLC is the licensed insurance agency offering Ford Insure and is underwritten by Nationwide Mutual Insurance Company and affiliates. Home Office: Columbus, OH. Ford Motor and Ford Credit are not insurance companies or agents. Subject to underwriting guidelines, review and approval. Details and availability varies; program criteria differ in California. Discounts do not apply to all coverage elements; actual savings vary by state, coverage selections, rating factors and policy changes.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty.

Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.



EPA-ESTIMATED RATINGS
Actual mileage will vary.

1.5L EcoBoost®

FWD
28 CITY MPG 34 HWY MPG 30 COMB MPG

AWD
26 CITY MPG 31 HWY MPG 28 COMB MPG

2.0L EcoBoost

AWD
23 CITY MPG 31 HWY MPG 26 COMB MPG

1. Additional charge. **2.** Consult owner's manual for details on roof-rack load limits. **3.** Ford Licensed Accessory.

Ford and Oval Device, 911 Assist, ActiveX, AdvanceTrac, Antimatter, AppLink, BLIS, Easy Fuel, EcoBoost, Escape, Ford Co-Pilot360, Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriCode, SecuriLock, SOS Post-Crash Alert System, SYNC, Vista Roof, and

Amazon, Alexa and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Apple, Apple CarPlay, iPhone and Siri are other countries. BANG & OLUFSEN and B&O are registered trademarks of Bang & Olufsen Group. Licensed by Harman Becker Autor Google, Android, Android Auto and Google Play are trademarks of Google LLC. Requires the Android Auto app on Google Play and an A or higher. HD Radio is a proprietary trademark of iBiquity Digital Corporation. Miko is a registered trademark of Miko s.r.l. SiriusX Sirius XM Radio Inc. TurboCord is a trademark of Webasto Inc.

Comparisons based on competitive models (Escape class is Non-Premium Compact Utility; Escape Hybrid class is Non-Premium C Non-Premium Compact Utility – Plug-In Hybrid; overall length for all under 185.2" and over 177.0"), publicly available information a may be shown with optional equipment. Features may be offered only in combination with other options or subject to additional orde vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, ty representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incur the most up-to-date information on Ford vehicles.

RQ24-008 000288 LC

From day one, we had the future in mind. And over 117 years later, we continue that tradition of innovation with Ford Co-Pilot360,™ helping push us closer to autonomous driving, the latest generation of SYNC® to communicate untethered and our first fully electric vehicle – Ford Mustang Mach-E.®

We've always had our mind on the future. Now we're building it.

21ESCPDF

©2020 Ford Motor Company

The FordPass™ App

FordPass

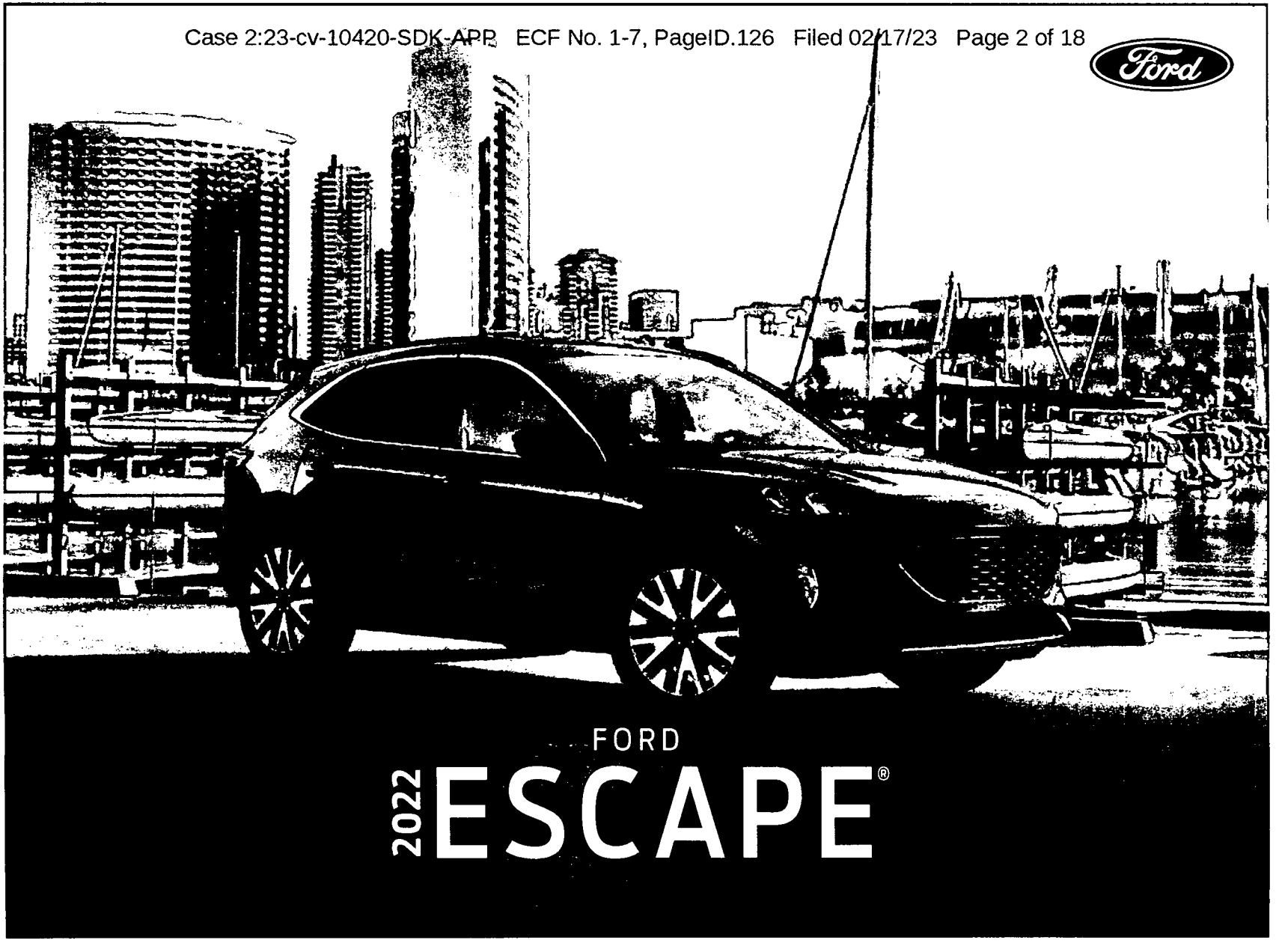
Meet FordPass. The app that puts your ownership experience in the palm of your hand.

- Access complimentary remote features like start/stop, lock/unlock, schedule a start, locate vehicle and vehicle status check when your vehicle is equipped with FordPass Connect[1]
- With FordPass Rewards, earn Points to use toward complimentary maintenance[2] or accessories when you buy or lease a new Ford vehicle
- Earn 10 FordPass Rewards Points for every $1 spent on vehicle service and maintenance
- Get help on the road with 24/7 Roadside Assistance[3]

Download the FordPass App today.

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **2.** Modem must be activated within 60 days of purchase through the FordPass App on a smartphone and remain active for at least 6 months after activation. Buyers of non-modem-equipped vehicles will also receive Points for complimentary maintenance after enrollment. Visit a participating dealer for details or go to FordPassRewards.com. **3.** Roadside assistance is included for certain owners and available to everyone for a per-service fee.

Exhibit 6


FORD
2022 ESCAPE®

)RABLE.

‹ind of getaways that become
/ou and your friends can respond
ırbocharged EcoBoost® engines,
e Modes provide an exceptional
atures seating for up to 5, with
oom in back. And there's lots of

nt Adaptive Cruise Control with
the SE Sport Appearance, SEL
nalize your vehicle. Elevate your
es – in the 2022 Escape.

Vehicle imagery throughout this brochure may

) GO.

UV is geared to suit your driving
enty of horsepower and torque for
irt-Stop Technology that can help
when the vehicle is fully stopped.

d an electric traction motor for
models have an EPA-estimated
EV (Electric Vehicle) mode when
ur way as the vehicle switches

om Park to Reverse to Drive with
standard on every 2022 Escape.

/), EPA-estimated charge depleting electric
nge varies with conditions such as external
tate of health. **2.** Horsepower, torque and
be achieved simultaneously. **3.** Horsepower
ults may vary. **4.** Calculated via combined
alculations utilize SAE J1349 engine results
rge.

1.5L ECOBOOST

181 MAX. HP[2,3]

190 LB.-FT. MAX. TORQUE[2,3]

Standard on S, SE and SEL (FWD or available AWD)

2.0L ECOBOOST

250 MAX. HP[2,3]

280 LB.-FT. MAX. TORQUE[2,3]

Available on SEL and Titanium (AWD only)

HYBRID

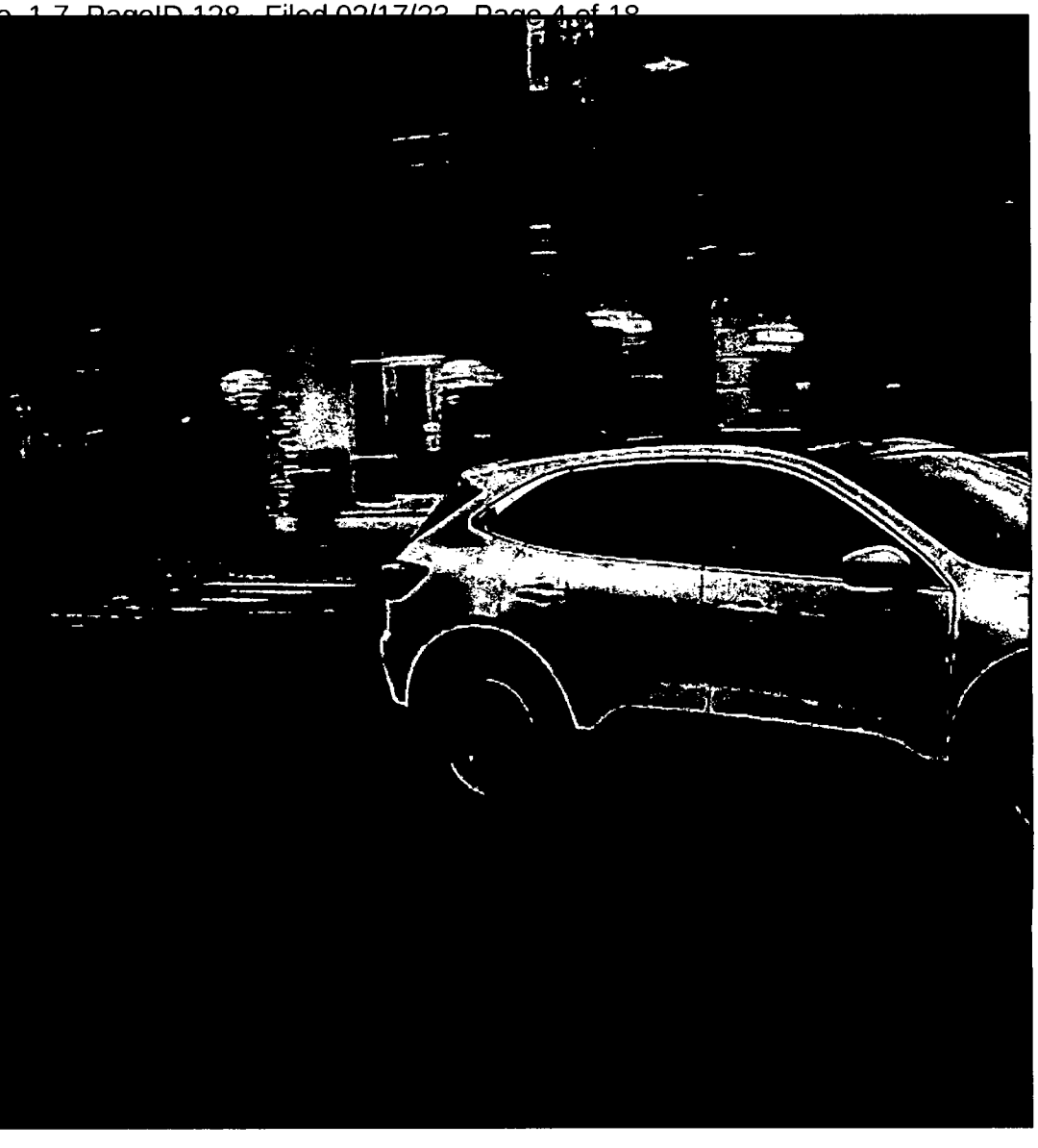
200 HP[2,4]
COMBINED SYSTEM NET

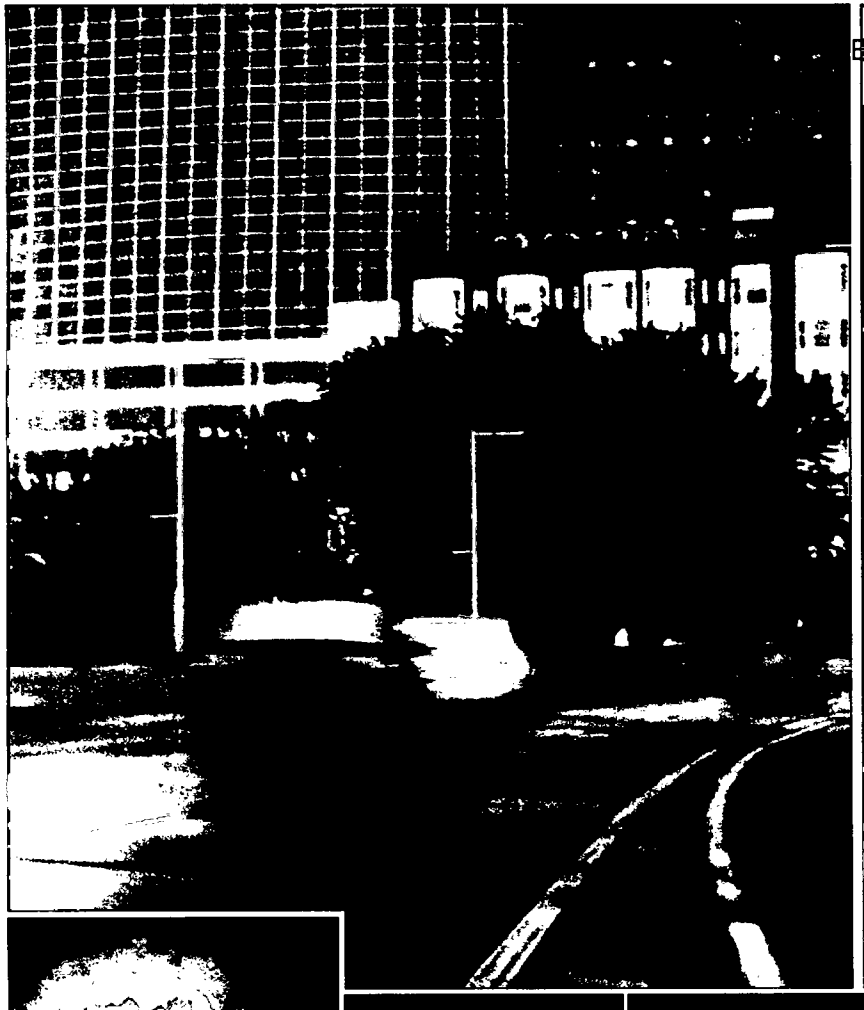
Available on SE and SEL; Standard on Titanium (FWD or available AWD)

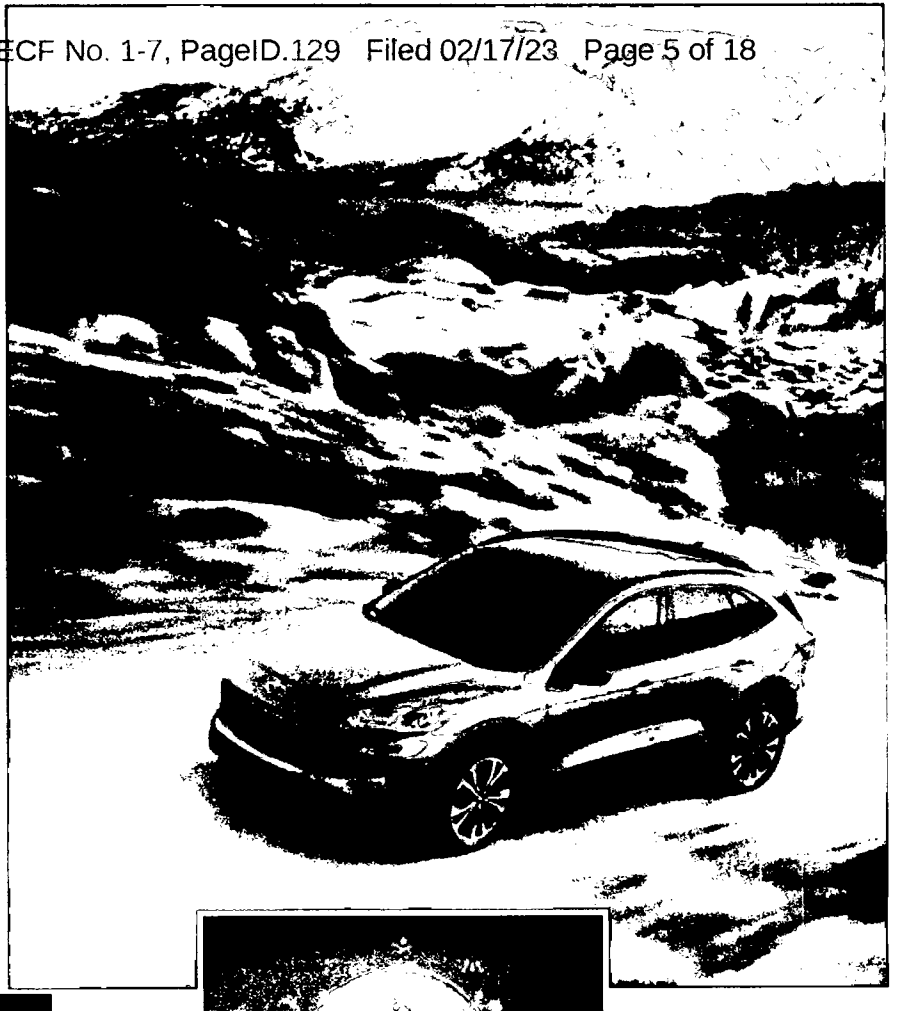
PLUG-IN HYBRID

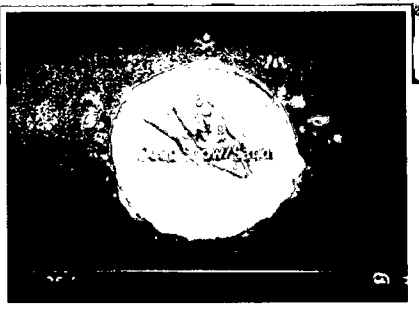
221 HP[2,4]
COMBINED SYSTEM NET

Available on SE, SEL and Titanium (FWD only)









CAPA
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The Ford Escape®
one that conditions
your mode and the
and available Intell
3D animations on t
on the standard di
Deep Snow/Sand.

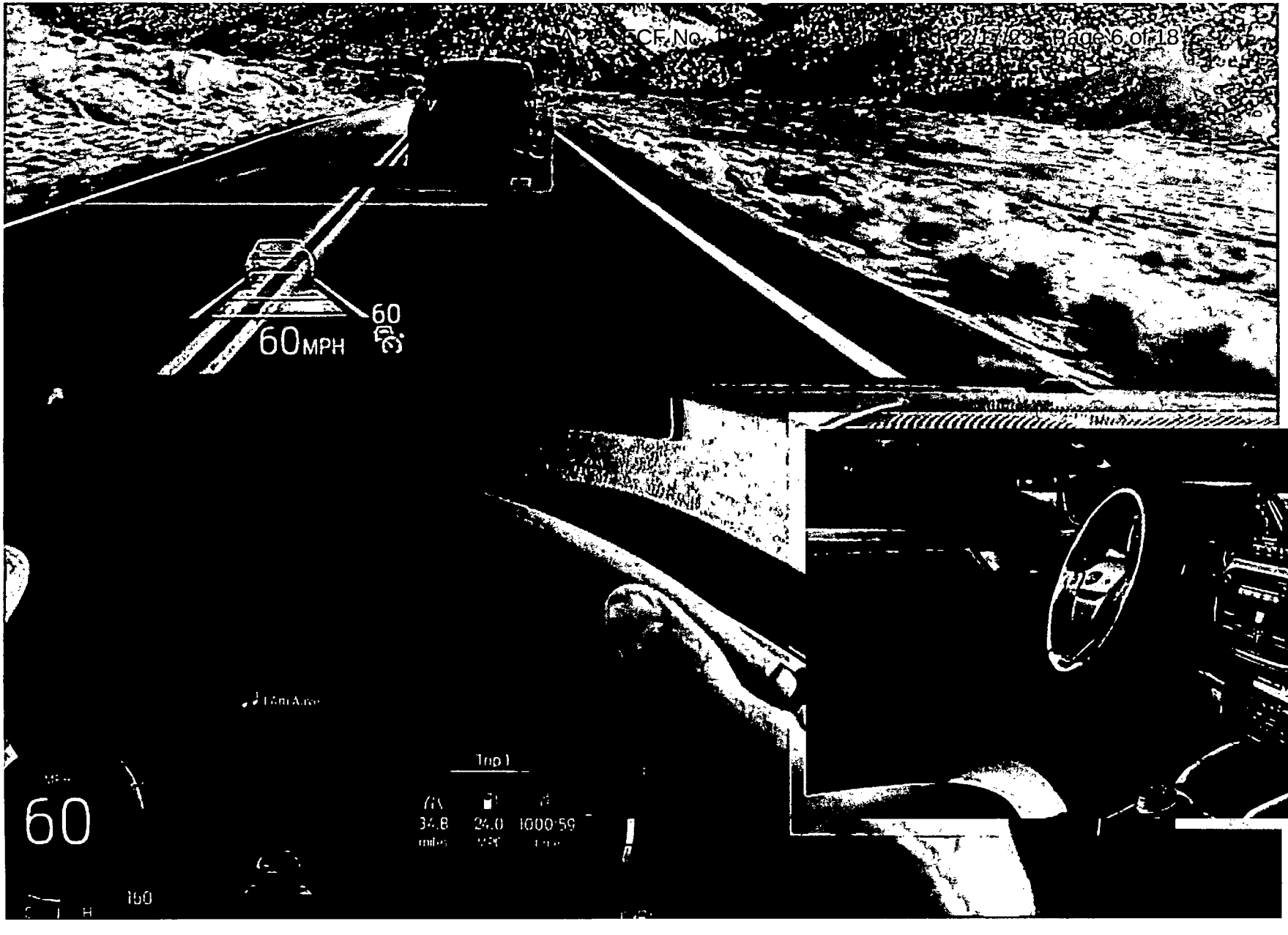
In addition to the s
modes, which allo
Auto EV, the vehicl
mode is for all-elec
use. In EV Charge m
and generate elect

(Left) TITANIUM. Rapid
(Right) SE. Iced Blue Sil

1. Additional charge.

RQ24-008 000293 LC

CF No. 1 02/17/23 Page 6 of 18



AMI
TAKE C

Every Ford Es
heated sport
wheel offer e
projects vehic
just above the
cluster offers
available 10-
Coupled Subv
the powerful

(Left) TITANIUM
(Right) TITANIU

1. Don't drive whil

ıpe® SUV is built to help you enjoy it. Want
ıl passenger volume of up to 104 cu. ft.[1]
ɔf the 60/40 split rear seats down for up
ıs out of sight, the available easy-access
he available hands-free, foot-activated
st slide the rear seats fully forward for up

t.
d weight distribution. **3.** Can accommodate dog crate

Front seat belts not shown in order to provide a clear view of the vehicle interior.

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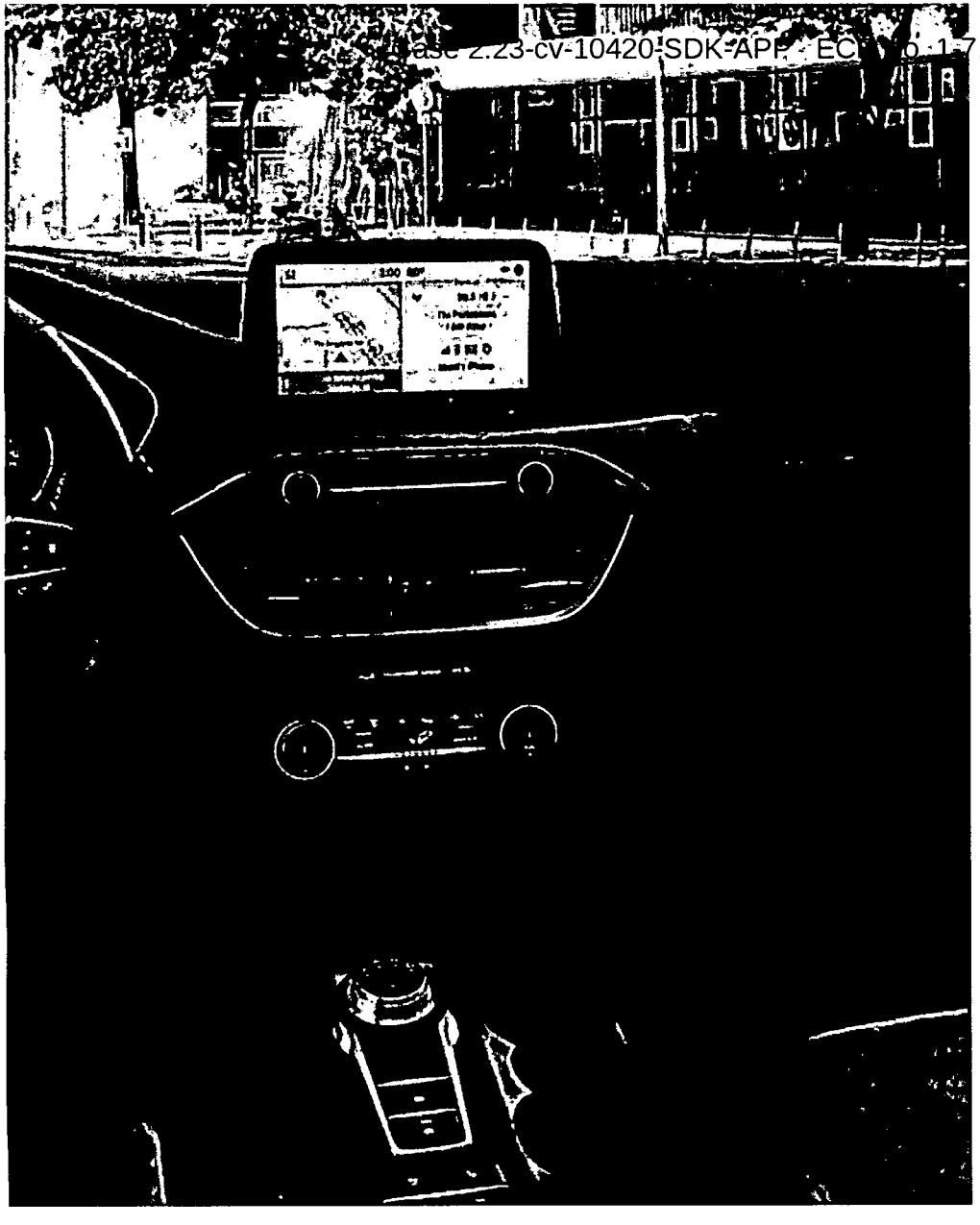
TITANIUM



CONNECTIONS.

NURTURE YOURS WITH TECH.

Staying in touch on the go is easy in the Ford Escape® SUV. Voice-activated SYNC®[1] puts need on the tip of your tongue – or right at your fingertips. SYNC AppLink®[2] lets you use voi to control favorite apps on your paired smartphone or other mobile devices. Available SYNC 3 use Siri® voice recognition software, Google Assistant™ virtual personal assistant, or the Forc to stay connected while keeping your eyes on the road – and hands on the wheel.

Complimentary remote features like start/stop, lock/unlock, schedule a start, locate your v vehicle status checks are easy to access through the FordPass™ App[4] with standard FordP Recharge without a cord using the available wireless charging pad.[5] Plus, connect up to 1 once – inside or up to 50' away – using FordPass Connect[4] with 4G LTE Wi-Fi hotspot capa

SYNC

Standard on S

- 4.2" LCD screen
- SYNC AppLink
- 1 smart-charging USB port

SYNC 3

Standard on SE, SEL and Titanium

- 8" LCD touchscreen
- SYNC AppLink
- Apple CarPlay® compatibility[7]
- Android Auto™ compatibility[7]
- SiriusXM[8] with 3-month Platinum Plan trial subscription[8]
- 2 smart-charging USB ports
- Available Voice-Activated Touchscreen Navigation System with SiriusXM Traffic and Travel Link[8,9]

SCAN T
or visit
Data r

TITANIUM. Ebony and Sandstone leather-trimmed interior. Available Titanium Elite Package. Available equipment.

1. Don't drive while distracted or while using handheld devices. Use voice-operated systems when possible. Some features may be lc vehicle is in gear. Not all features are compatible with all phones. **2.** Commands may vary by phone and AppLink software. **3.** Require AppLink. Don't drive while distracted or while using handheld devices. Use voice controls. Certain Alexa functionality is dependent o home technology. **4.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (s for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. **5.** Qi wireless ch compatible with all mobile phones. **6.** Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activatior end of 3 months or when 3GB of data is used, whichever comes first. To activate, go to www.att.com/ford. **7.** Requires phon service and compatible software. SYNC 3 does not control 3rd-party products while in use. 3rd parties are solely responsible f functionality. **8.** Trial length and service availability may vary by model, model year or trim. Radio features, content and display m Some features may not be available while driving. Your trial subscription will automatically stop at the end of your trial per offered and sold separately by SiriusXM for continued use after trial. Services are subject to the SiriusXM Customer Agreer Policy available at siriusxm.com which includes complete terms and how to cancel which includes online methods or calling 1 All fees, content and features are subject to change. **9.** Availability varies by model. See Specifications in this brochure for de

INTELLIGENT ADAPTIVE CRUISE CONTROL

INCLUDES SPEED SIGN RECOGNITION[1]

Once activated, this available system can detect and automatically adjust to speed limit signs along your route.[1] It can also bring the vehicle to a stop if traffic ahead has stopped or slowed. When things clear, your set speed is resumed.[2] The system's Lane Centering feature even scans lane markings to help you keep your vehicle centered between the lines.[1]

MAKE YOUR WAY.

CONFIDEI

Changing lanes. Keeping your distan
rounded collection of standard and
you with these everyday situations
supplementing your driving skills.[1]

FORD CO-PILOT360™

FORD CO-PILOT360

Standard on every 2022 Ford Escape® S

- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- BLIS® (Blind Spot Information Syste with Cross-Traffic Alert
- Lane-Keeping System
- Auto High-Beam Headlamps
- Rear View Camera
- Autolamp (Automatic On/Off Headlamps)
- Post-Collision Braking

AVAILABLE FEATURES

- Active Park Assist 2.0 *Standard on Titanium Elite Package*
- Front Parking Sensors *Standard on Titanium*
- Rear Parking Sensors *Standard on SEL and Titanium*

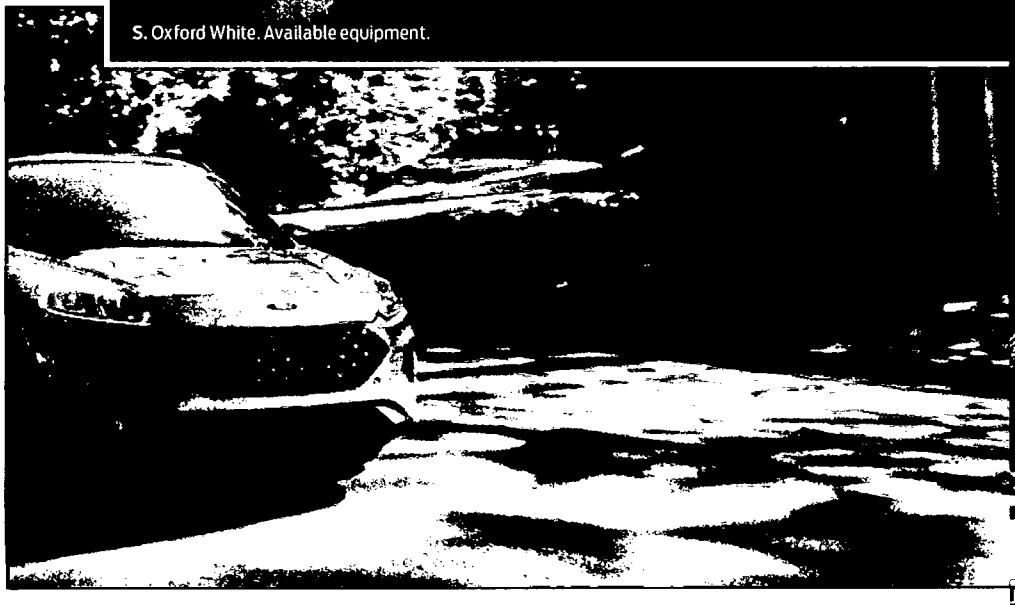
SE. Rapid Red Metallic Tinted Clearcoat.[3] Avai

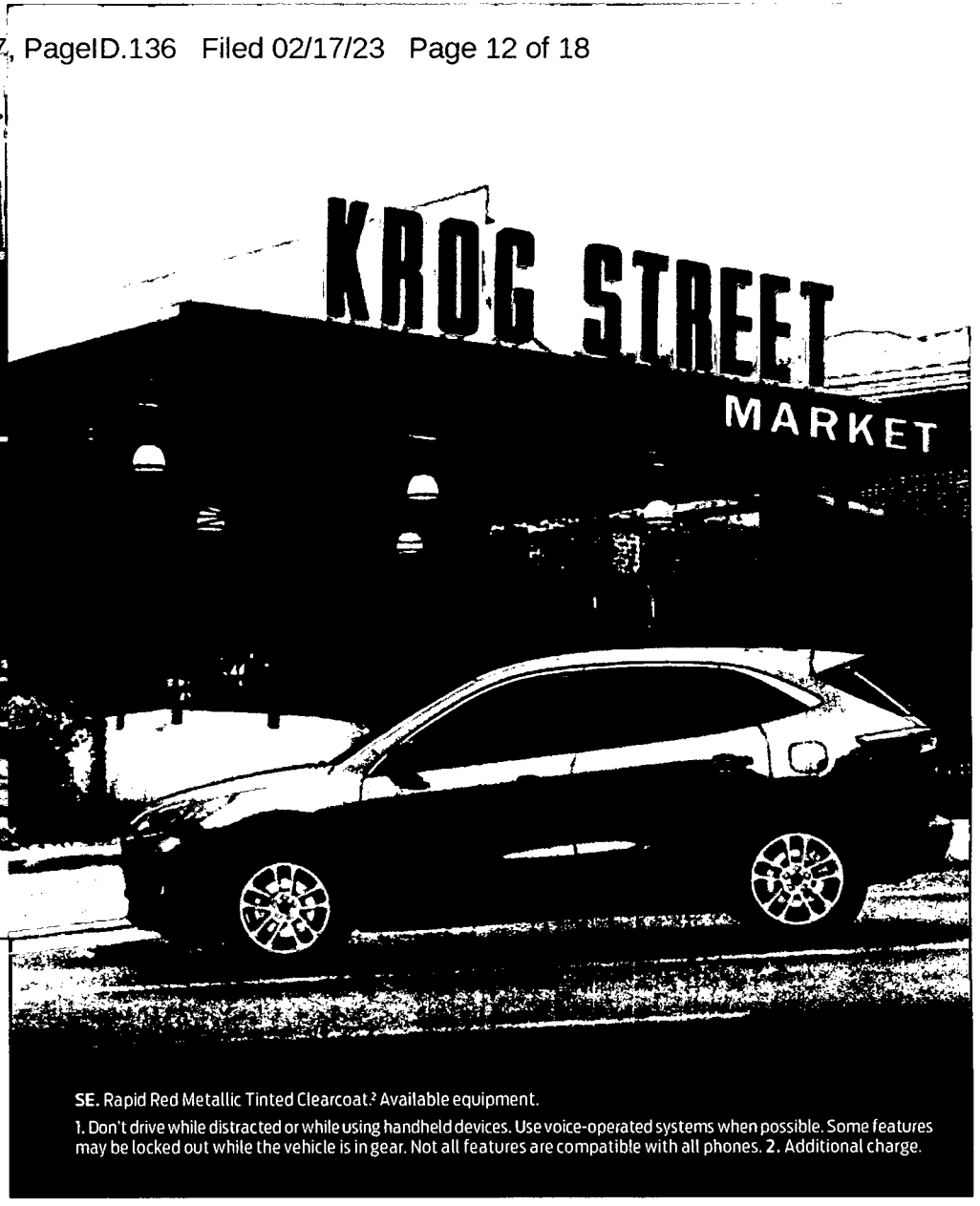
1. Driver-assist features are supplemental and It does not replace safe driving. See Owner's M driver must intervene and press "RES" button

ıized the fun-loving
driving experience,
mission with electric
: transmission for
er-assisted steering
onfident control at
ırposefully combined
ack-road getaways

Available equipment.

S. Oxford White. Available equipment.





SE. Rapid Red Metallic Tinted Clearcoat.[2] Available equipment.

1. Don't drive while distracted or while using handheld devices. Use voice-operated systems when possible. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. 2. Additional charge.

self with the available SE Sport Appearance Package. It gives your SE standout looks, 19" machined-face Ebony-painted aluminum wheels. The front and rear bumpers, and v and beltline moldings are all black. High-gloss black caps set off the sideview mirrors. lack 5-bar grille with a chrome surround leads the way to fun.

ı full range of available powertrains: Plug-in Hybrid, Hybrid (AWD available), 2.0L EcoBoost®
(AWD available). Plug-in Hybrid models come with a standard 120V charging cord and are
ɜ charging stations in the Ford BlueOval™ Charge Network – North America's largest public
ɔn the go simple. Every SEL model gets premium ActiveX™ Trimmed Seats. Plus, the available
ɜr driver's seat, hands-free, foot-activated liftgate and more.

L. Iconic Silver Metallic. Available equipment.
dditional charge.

SEL STEALTH PACKAGE

Make your Escape even ı
models. Ebony ActiveX S
and you get logoed front
surround, 19" machined-
accents – including the F

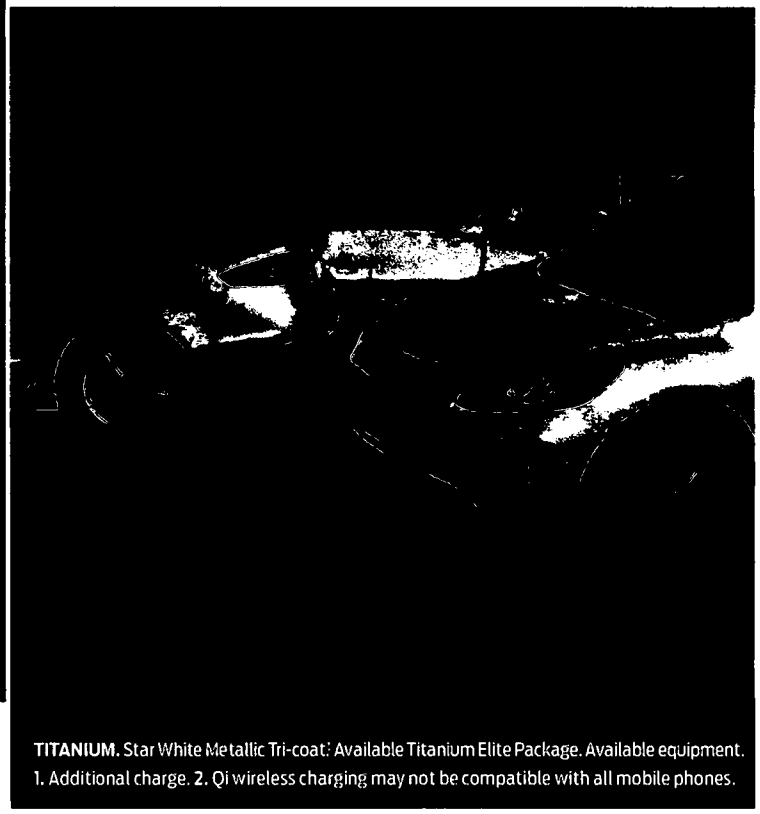
SEL. Rapid Red Metallic Tinted Clearcoat.
Available SEL Stealth Package. Available equipment.

ipment.

Hybrid, Hybrid (AWD available), or 2.0L EcoBoost® engine (AWD only), Ford Escape® Titanium
isticated styling and upscale amenities. Standard features include: 12.3" digital instrument
e, foot-activated liftgate; and Ford Co-Pilot360™ Assist+ with voice-activated navigation.
quipped to help you get away from it all.

TITANIUM ELITE PACKAGE

The striking interior of th
Titanium heated sport c
trim. With this unique pa
display; a wireless char
Finished with a chrome S
and 19" Luster Nickel-pai



TITANIUM. Star White Metallic Tri-coat. Available Titanium Elite Package. Available equipment.
1. Additional charge. 2. Qi wireless charging may not be compatible with all mobile phones.

3 Carbonized Gray Metallic

4 Iconic Silver Metallic

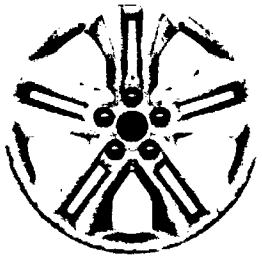
7 Stone Blue Metallic[1]

8 Star White Metallic Tri-coat[1]

Sandstone Cloth / 1-9
SE

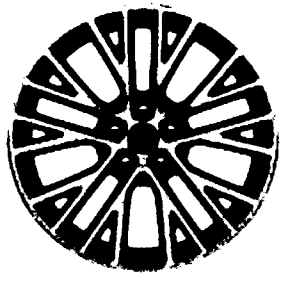
Ebony ActiveX
with Miko® Sueded Cloth Inserts / 1-9
SEL Stealth Package

Ebony Leather
with Sandstone Mini-Perforated Inserts / 2-9
Titanium Elite Package, Titanium Premium Package



17" Steel with Sparkle Silver-Painted Covers
S Standard

17" Shadow Silver-Painted Aluminum
SE with EcoBoost® engines, SE Hybrid Standard
S Optional

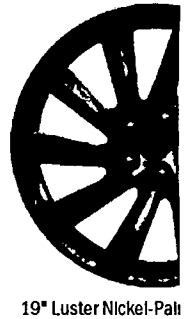


18" Machined-Face Ebony-Painted Aluminum
with Painted Pockets
SE, SEL, Titanium with Plug-In Hybrid Standard

18" Machined-Face Aluminum with
Dark Stainless-Painted Pockets
SEL with EcoBoost engine, SEL Hybrid Standard

19" Machined-Face Ebony-Painted Aluminum
SE Sport Appearance Package,
SEL Stealth AWD Package Included

19" Machined-Face Aluminum with
Dark Tarnish-Painted Pockets
Titanium with 2.0L EcoBoost engine,
Titanium Hybrid Standard



19" Luster Nickel-Pai
Titanium Elite Pack

st tips

k ENTERTAINMENT
t¹ with 4G LTE Wi-Fi hotspot capability²

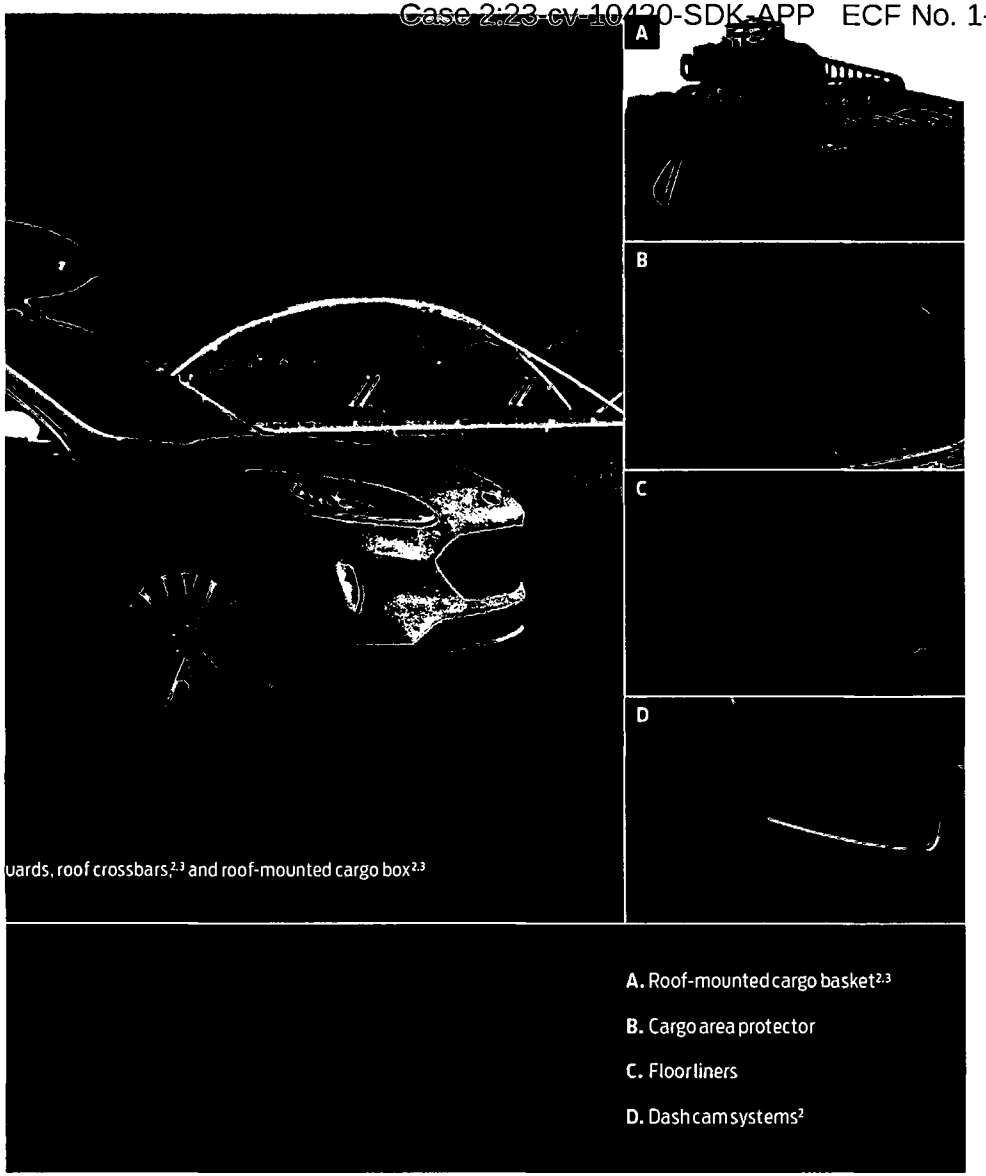
RITY
.tem™ for driver and front passenger
front airbags³
:³
ags³
stem with side-curtain airbags³

RSC® (Roll Stability Control™)

able shoulder safety belts
.to help encourage responsible driving
e Anti-Theft System
rt System™
oring System
are, when equipped)

red for remote features (see FordPass Terms for y. Evolving technology/cellular networks/vehicle service excludes Wi-Fi hotspot. **2.** Wi-Fi hotspot the end of 3 months or when 3GB of data is used, nd secure children in the rear seat. **4.** Horsepower 5. Horsepower, torque and towing are independent ance of the engine and electric motor with peak dyno testing. Your results may vary. **7.** Trial length l display may vary by vehicle. Some features may your trial period. Subscriptions offered and sold stomer Agreement and Privacy Policy available at ls or calling 1-866-635-2349. All fees, content and accessories and number of passengers. **9.** Do not tions may apply. See dealer for details. **11.** Consult

S	SE	SEL	TITANIUM	
				ENGINES & TRANSMISSIONS
S	S	S		**1.5L EcoBoost® engine** with Auto Start-Stop Technology, 8-speed automatic transmission, 181 hp @ 6,000 rpm[4,5] and 190 lb.-ft. of torque @ 3,000 rpm[4,5]
	O	O	S	**2.5L Atkinson-Cycle I-4 Hybrid** (HEV) with Electric Continuously Variable Transmission (eCVT) and 200 hp[5,6] (combined system net)
	O	O	O	**2.5L Atkinson-Cycle I-4 Plug-In Hybrid** (PHEV) with Electric Continuously Variable Transmission (eCVT) and 221 hp[5,6] (combined system net)
		O	O	**2.0L EcoBoost engine** with Auto Start-Stop Technology (requires Intelligent AWD System), 8-speed automatic transmission, 250 hp @ 5,500 rpm[4,5] and 280 lb.-ft. of torque @ 3,000 rpm[4,5]
				MECHANICAL
S	S	S	S	Selectable Drive Modes – Normal, ECO, Sport, Slippery, and Deep Snow/Sand (EcoBoost, HEV and PHEV)
	S	S	S	Selectable Drive Modes – Auto EV, EV Now, EV Later, and EV Charge (PHEV models)
S	S	S	S	Front-wheel drive (FWD)
	S	S	S	Neutral towing capability (HEV and PHEV)
O	O	O	O	Intelligent AWD System (not available on PHEV models)
O	O	O	O	Mini spare wheel and tire (replaces tire inflator and sealant kit)
				FORD CO-PILOT360™ TECHNOLOGY
	O	O	S	**Ford Co-Pilot360 Assist+:** Intelligent Adaptive Cruise Control with Stop-and-Go and Lane Centering (includes Speed Sign Recognition); Evasive Steering Assist; and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes SiriusXM® Traffic and Travel Link® with 5-year subscription[7])
		S	S	Rear Parking Sensors
			P	Active Park Assist 2.0
			S	Front Parking Sensors
			S	Rain-Sensing Windshield Wipers
				APPEARANCE
S				Black grille surround, beltline moldings, upper window moldings, exterior door handles and power sideview mirrors
	S			Chrome grille surround and upper window moldings; and body-color exterior door handles and black power sideview mirrors
		S	S	Chrome grille surround and upper window moldings; and body-color exterior door handles and power sideview mirrors
S	S			Halogen headlamps
	S	S	S	Privacy glass on all rear windows
		S	S	Fog lamps (LED on Titanium)
	P	S		Halogen projector-beam headlamps with LED signature lighting
	O	O	S	Black roof-rack side rails
			S	Chrome beltline moldings
			S	LED headlamps
				COMFORT & CONVENIENCE
S	S			6-way manual driver seat and 4-way manual front-passenger seat
S				12V powerpoints (3)
S	S			Power windows with driver's one-touch-down feature
	S	S	S	12V powerpoints (2)
	S	S		6.5" LCD instrument panel screen (HEV and PHEV models only)
	S/P	S	S	Dual-zone electronic automatic temperature control (standard on SE HEV and PHEV models only)
	S	S	S	Electronic fuel door release (HEV and PHEV models only)
	S	S	S	Front-passenger seat back map pocket
	S	S	S	Illuminated visor mirrors
	S	S	S	Intelligent Access with push-button start
	S	S	S	Smart-charging USB ports for rear seat (1 USB-A and 1 USB-C)
		P	S	10-way power driver's seat with power lumbar and recline
		P	S	12.3" LCD digital instrument cluster
		P	S	Hands-free, foot-activated liftgate
		P	S	Memory feature for power driver's seat and sideview mirrors
	P	S	S	Heated front seats
	P	S	S	Heated sideview mirrors
	P	S	S	Heated steering wheel
	P	S	S	Rear-seat center armrest with 2 cupholders
	P	S		Power liftgate
		S	S	Power windows with driver's one-touch-up/-down feature
		S	S	SecuriCode® invisible keypad
		S	S	Sport contour front bucket seats
O	O/P	S	S	Remote Start System
			S	6-way power front-passenger's seat
			S	Ambient lighting (single color)
			S	Auto-dimming rearview mirror
			S	Universal garage door opener
	P	S		8-way power driver's seat with power lumbar and recline
	P			Electronic automatic temperature control
	O	O	O	Power, panoramic Vista Roof® (includes black roof-rack side rails; not available on SE PHEV)
			P	Leather-wrapped, heated steering wheel
				SAFETY & SECURITY
	S	S	S	Pedestrian Alert Sounder (HEV and PHEV
			S	Perimeter alarm
				CONNECTIVITY & ENTERTAINMENT
S	S	S	S	AM/FM stereo with 6 speakers and MP3 c
S				SYNC® Voice Recognition Communication with 4.2" LCD screen in center stack, 911 AppLink,® and 1 smart-charging USB port
	S	S	S	SiriusXM with 3-month Platinum Plan trial s
	S	S	S	SYNC 3 with 8" LCD capacitive touchscree stack, 911 Assist, AppLink, Apple CarPlay® Android Auto™ compatibility, and 2 smart USB ports
		P	P	B&O® Sound System with 10 speakers inc a subwoofer, and HD Radio™ Technology
				FUNCTIONAL PACKAGES
	O			**Cold Weather Package:** heated front seat mirrors and premium-wrapped steering whe automatic temperature control; and Remote
	O			**Convenience Package:** 8-way power drive with power lumbar and recline; dual-zone automatic temperature control; halogen pr headlamps with LED signature lighting; po premium-wrapped steering wheel; and rea armrest with 2 cupholders
		O		**Technology Package:** B&O Sound Syster speakers including a subwoofer; 12.3" LCD instrument cluster; 10-way power driver's power lumbar and recline; memory feature f driver's seat and sideview mirrors; wireles pad; and hands-free, foot-activated liftgat
		O	O	**Class II Trailer Tow Package** (3,500 lbs. m 1,500 lbs. max.[8] with 2.5L; not available w
				TRIM PACKAGES
	O			**SE Sport Appearance Package:** 19" mac Ebony-painted aluminum wheels; gloss bl grille with chrome surround; black bumper black sideview mirror caps; and black uppe moldings (not available with 2.5L PHEV)
		O		**SEL Stealth AWD Package:** 19" machined-l painted aluminum wheels; gloss black 5-b chrome surround; black skid plates; high-g sideview mirror caps, badging and upper win Ebony ActiveX™ Seating Material with Miko® inserts; and front and rear carpeted floor r embroidered Escape logo (requires 2.0L engi



Ford Credit? Get the ride you want. Whether you plan to lease or buy, Ford Credit has the option that's right for you. Ask your Ford Dealer for details or visit us online at ford.com/finance.

Ford Insure. Insurance that lets you earn discounts for safe driving, offering a maximum discount of 40% off your auto insurance. Ford Insure works with your 2022 Escape® to gauge driving habits and calculate a discount based on how you drive. Visit fordinsure.com to learn more.

American Road Services Company LLC (a Ford affiliate) is the licensed insurance agency offering Ford Insure and is underwritten by Nationwide Mutual Insurance Company and affiliates. Home Office: Columbus, OH. Ford Motor and Ford Credit are not insurance companies or agents. Subject to underwriting guidelines, review and approval. Details and availability varies; program criteria differ in California. Discounts do not apply to all coverage elements; actual savings vary by state, coverage selections, rating factors and policy changes.

Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile (whichever comes first) New Vehicle Limited Warranty.

Ford Protect™ Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

New Vehicle
your Ford Escap
best it can be. U
comes with 3-ye
coverage (whicl
mile Powertrain \
first), 5-year/60
(whichever com
corrosion perfc
require perforat
first) – all with nc
components are
Unique Compon
or 100,000 mile:
your Ford Dealer

Roadside As:
5 years or 60,0
so you have the
be only a phone
lock yourself out
to a paved road
Your Ford Deale
all of these adv

1. Additional charge. **2.** Ford Licensed Accessory. **3.** Consult Owner's Manual for details on roof-rack load limits.

Ford and Oval Device, 911 Assist, ActiveX, AdvanceTrac, AppLink, BLIS, BlueOval, Easy Fuel, EcoBoost, Escape, Ford Co-Pilo
FordPass, FordPass. Built to Keep You Moving., MyKey, Personal Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriC
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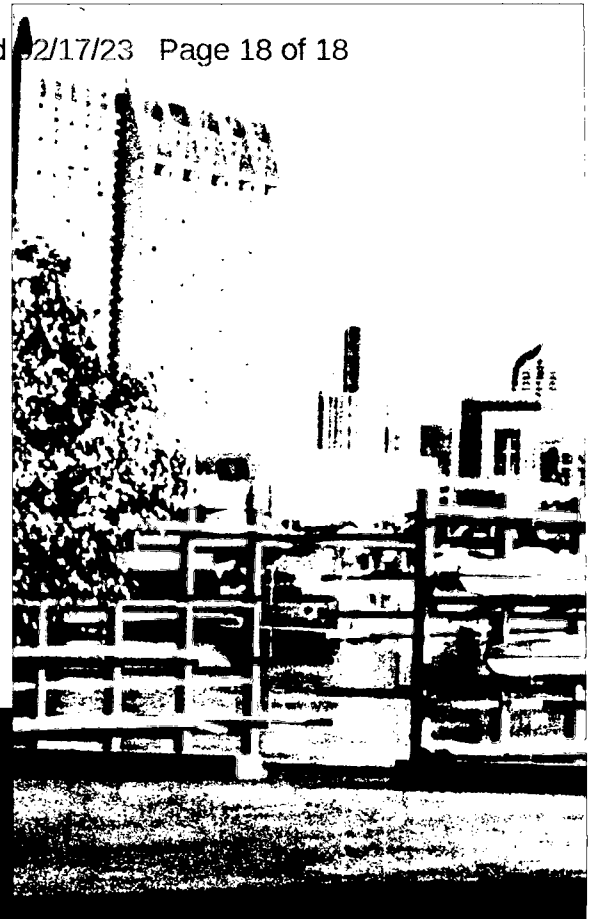
trademark of Miko s.r.l. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. Yakima is a registered trad

Comparisons based on competitive models (Escape class is Non-Premium Compact Utility; Escape Hybrid class is Non-Premium Corr
Hybrid class is Non-Premium Compact Utility – Plug-In Hybrid; overall length for all under 185.2" and over 177.0"), publicly available
data at time of release. Vehicles may be shown with optional and aftermarket equipment. Features may be offered only in combinat
additional ordering requirements/limitations. Dimensions shown may vary due to optional features and/or production variability. Inform
and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, ex
limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford r
specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-

ford.com/escape



From day one, we had the future in mind. And over 118 years later, we continue that tradition of innovation. Ford Co-Pilot360™ Technology is helping push us closer to autonomous driving. The latest generation of voice-activated SYNC® fosters untethered communication. And our fully electric vehicles – the all-new 2022 Ford F-150 Lightning® pickup and the Mustang Mach-E® SUV – are charging across America.

We've always had our mind on the future. Now we're building it.

22ESCPDF

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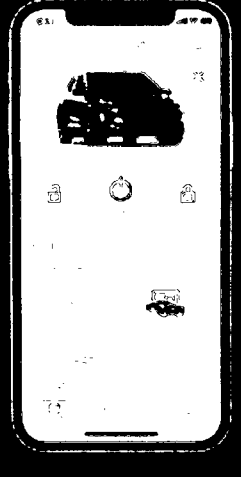


FordPass.
Built to Keep You Moving.™

Meet FordPass.™ The app[1] that lets you access complimentary remote features including start/stop and lock/unlock, monitor your fuel level and oil life,[2] and puts Rewards, Roadside Assistance[3] and more in the palm of your hand.

SCAN TO DOWNLOAD
or visit FordPass.com
Data rates may apply.

1. The FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. 2. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. 3. Roadside Assistance is included for certain owners and available to everyone for a per-service fee. Ford reserves the right to change program details without obligations. Ford Roadside Assistance is a complimentary offering to all Ford owners for up to 5 years or 60,000 miles (from the date of sale), whichever comes first.

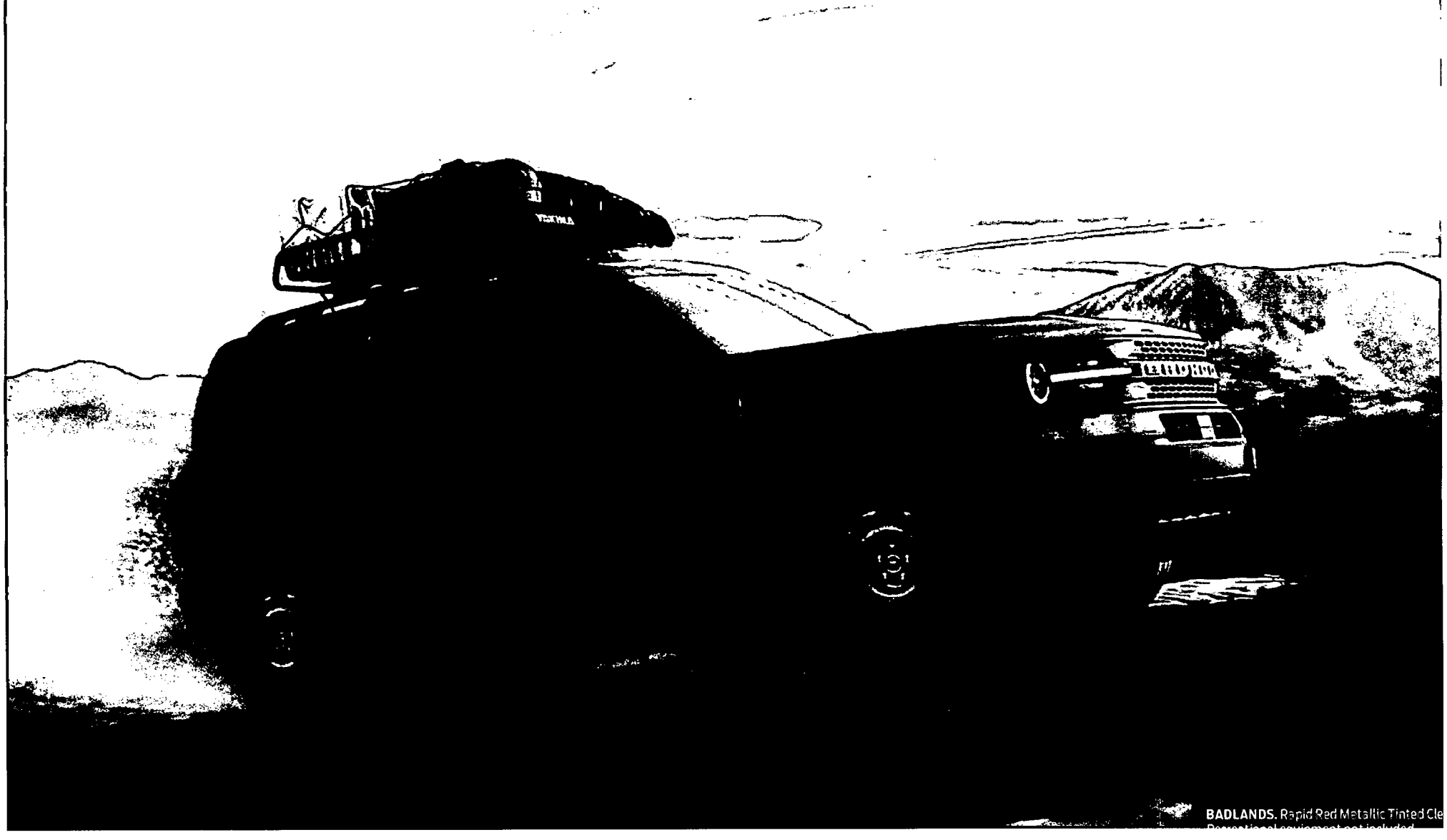
Exhibit 7

BRONCO™ SPORT

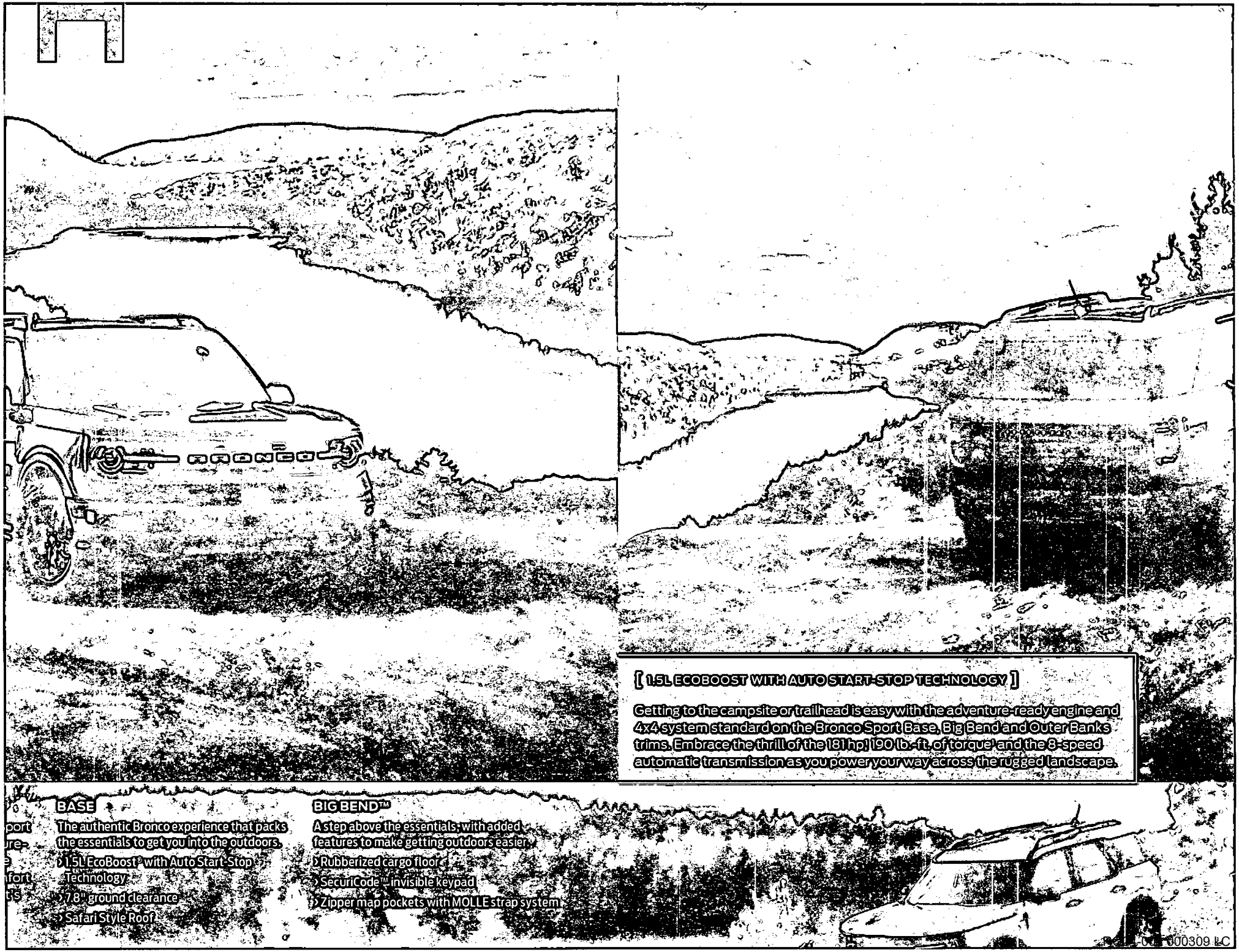
LT WILD

aces[1] in the all-new 2021 Ford Bronco™ Sport. An heir to the storied Bronco akable style, this beast of a small SUV is made to go where you do. 4x4 is se, Big Bend, Outer Banks and Badlands. The Terrain Management System™ Modes™ (Goes Over Any Type of Terrain) can be found as well. So get ready. e off-road.

d™ | **Outer Banks™** | **Badlands™**



BADLANDS. Rapid Red Metallic Tinted Cle
Recreational equipment not included.



[1.5L ECOBOOST WITH AUTO START-STOP TECHNOLOGY]

Getting to the campsite or trailhead is easy with the adventure-ready engine and 4x4 system standard on the Bronco Sport Base, Big Bend and Outer Banks trims. Embrace the thrill of the 181 hp, 190 lb.-ft. of torque[1] and the 8-speed automatic transmission as you power your way across the rugged landscape.

BASE

The authentic Bronco experience that packs the essentials to get you into the outdoors.

- 1.5L EcoBoost® with Auto Start-Stop Technology
- 7.8" ground clearance
- Safari Style Roof

BIG BEND™

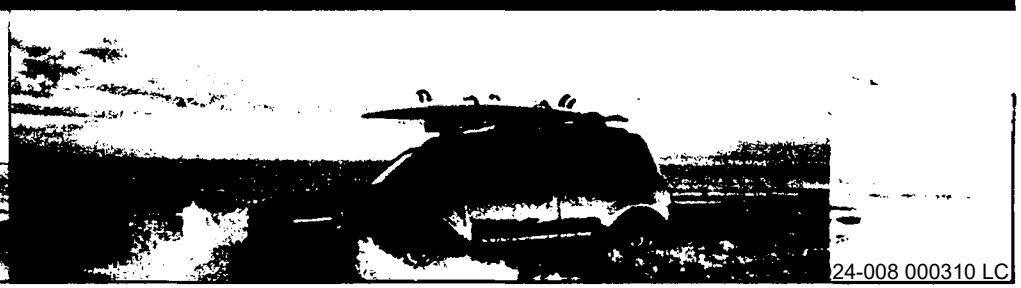
A step above the essentials, with added features to make getting outdoors easier.

- Rubberized cargo floor
- SecuriCode™ invisible keypad
- Zipper map pockets with MOLLE strap system

ises over bumpy, rocky terrain.
ɔpery, also come standard on
ms to help you navigate over,
water that's up to 17" deep!

— SPORT
— SLIPPERY
— SAND

OUTER
aftermarke

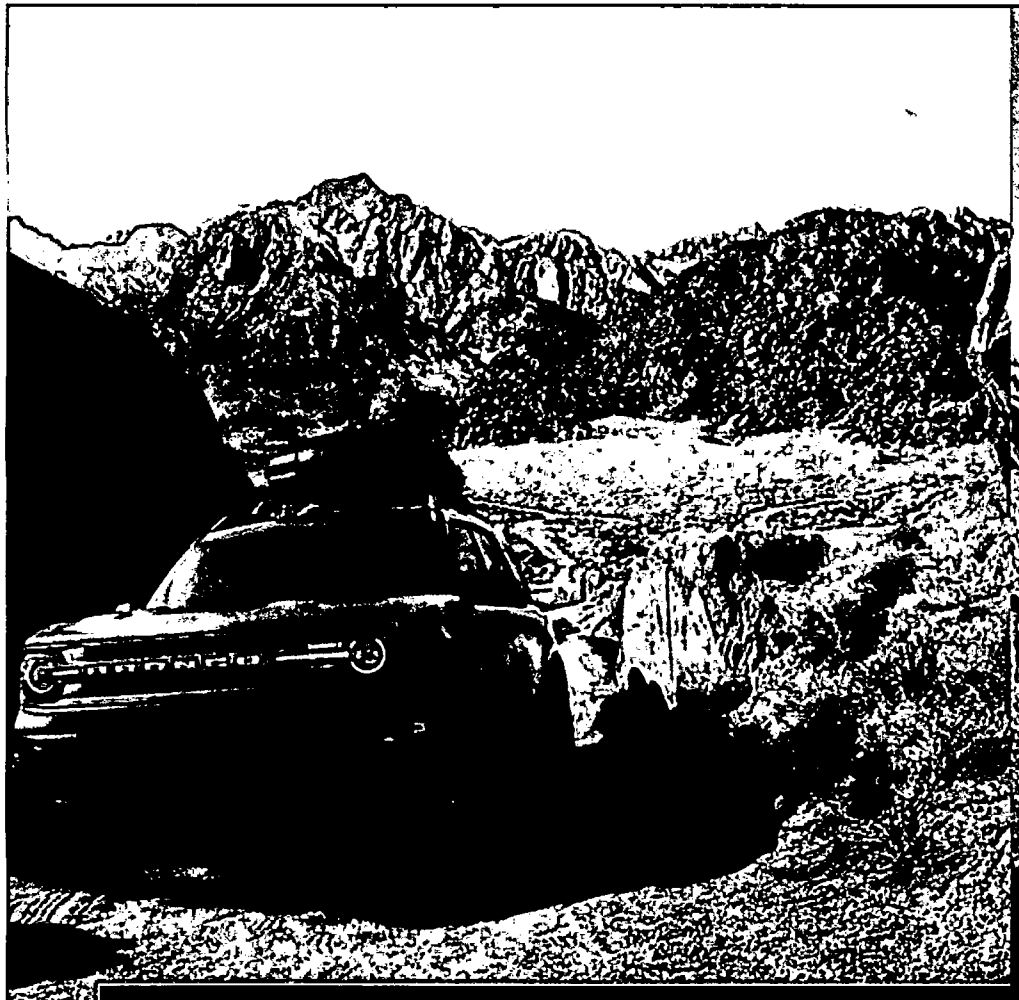


24-008 000310 LC

[2.0L ECOBOOST WITH TWIN-CLUTCH REAR DRIVE UNIT]

With 250 hp[1] and 277 lb.-ft. of torque[1] at your command, the Badlands m
pinnacle of high-speed, off-road thrills.[2] A SelectShift™ automatic transmi
As is an Advanced 4x4, off-road suspension and a class-exclusive[3] twin-c
locking feature takes advantage of the twin-clutch hardware to allow grea
a traditional mechanical locker. This way you can follow the trails – where

d for rugged terrain and off-road excitement.
nology
unit
ash plates



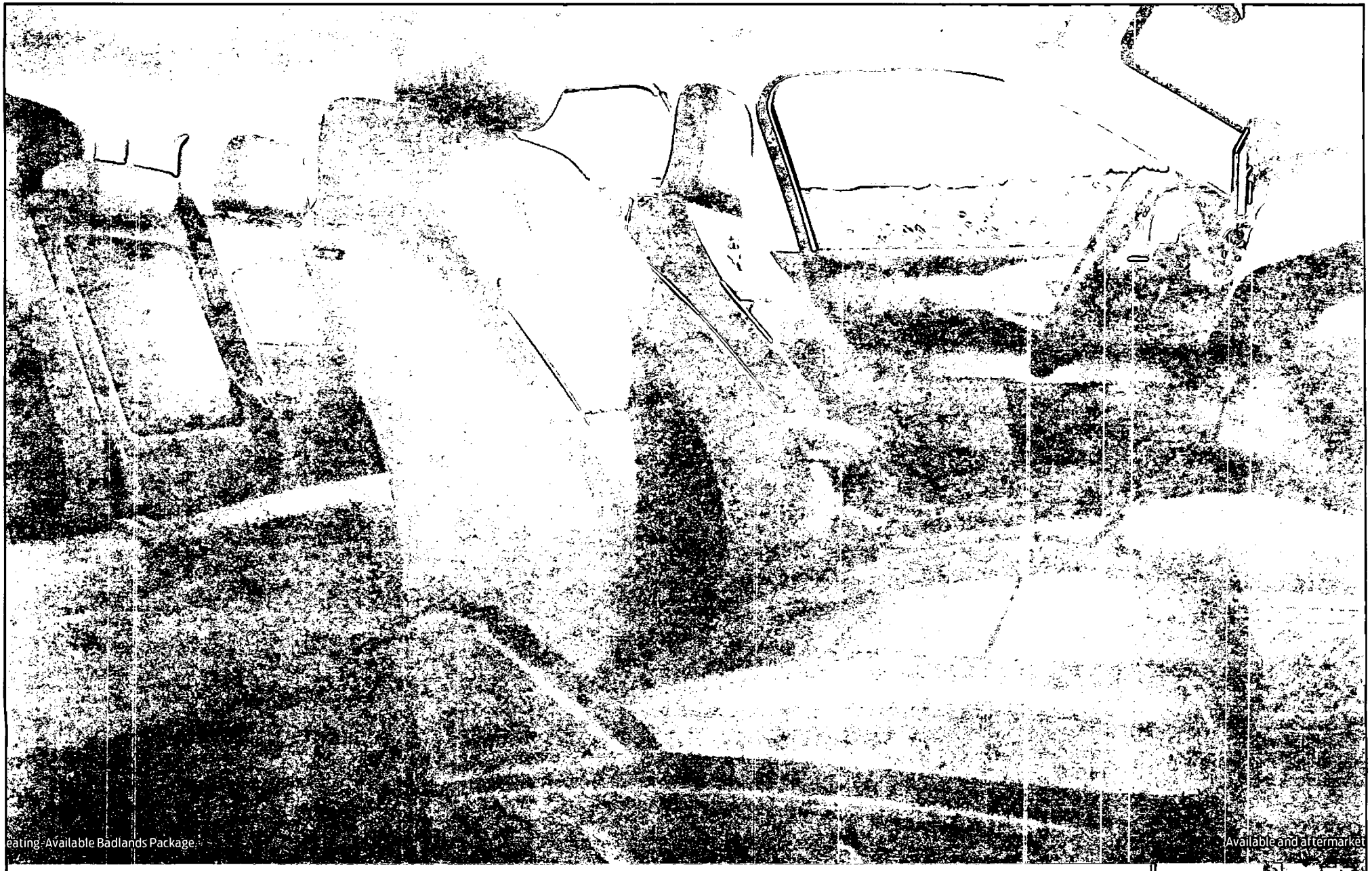
[OFF-ROAD CONFIDENCE]

No stranger to the great unknown, Badlands™ offers several innovative features for when you're in the middle of nowhere. Class-exclusive Trail Control™ is there to help you navigate more easily over rough terrain by managing the throttle and braking between individual wheels. And the class-exclusive front 180-Degree Camera[1] with Split View and Washer helps give you clear visibility of what lies ahead via your SYNC® 3 screen. The water-fording capability has even been upped to 23.6"[2] There's also a full-size spare at the ready in case your path takes an unexpected turn.

[TESTED AND PROVEN]

Bronco Sport was put through its
California desert as the famed King
Badlands is the ultimate result of t
ground clearance[3] and 2 additional
Crawl), this model has proven it ca

streamlined center console with opti
gear shift lever. USB ports and power
as well, while an available moonroo
the center of it all – a steering whee

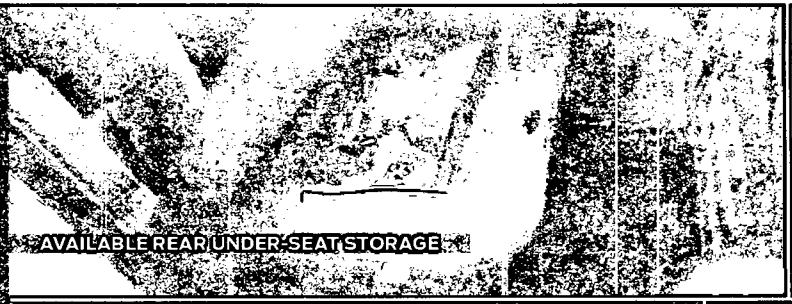


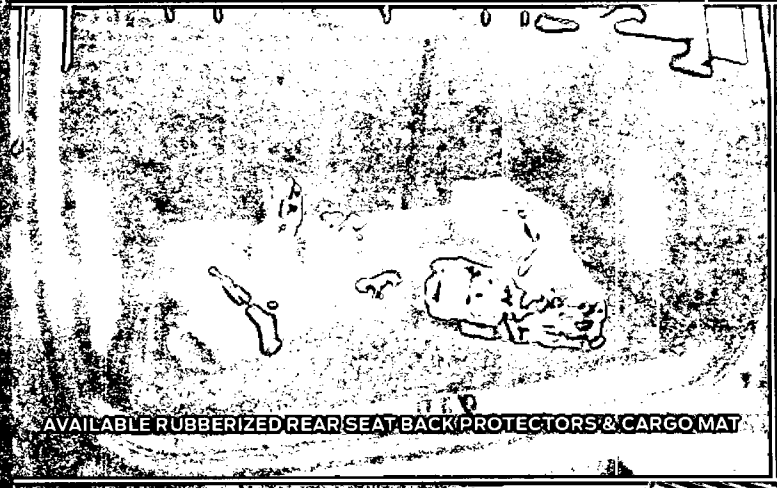
eating. Available Badlands Package.

Available and aftermarket

terior of the Ford Bronco™ Sport provides a level of comfort to match its off-road prowess. ckets, and an available easy-clean cloth interior (not shown) for all the mud and grime e all welcome highlights. As are the available 8-way power driver's seat and the available fsen. They're perfect for when you're ready to settle in for a long road trip. And the Safari t and rear head room – enough, in fact, that with the available Yakima© dealer-installed .5" wheel-mounted bikes upright when the rear seats are folded down.

MP





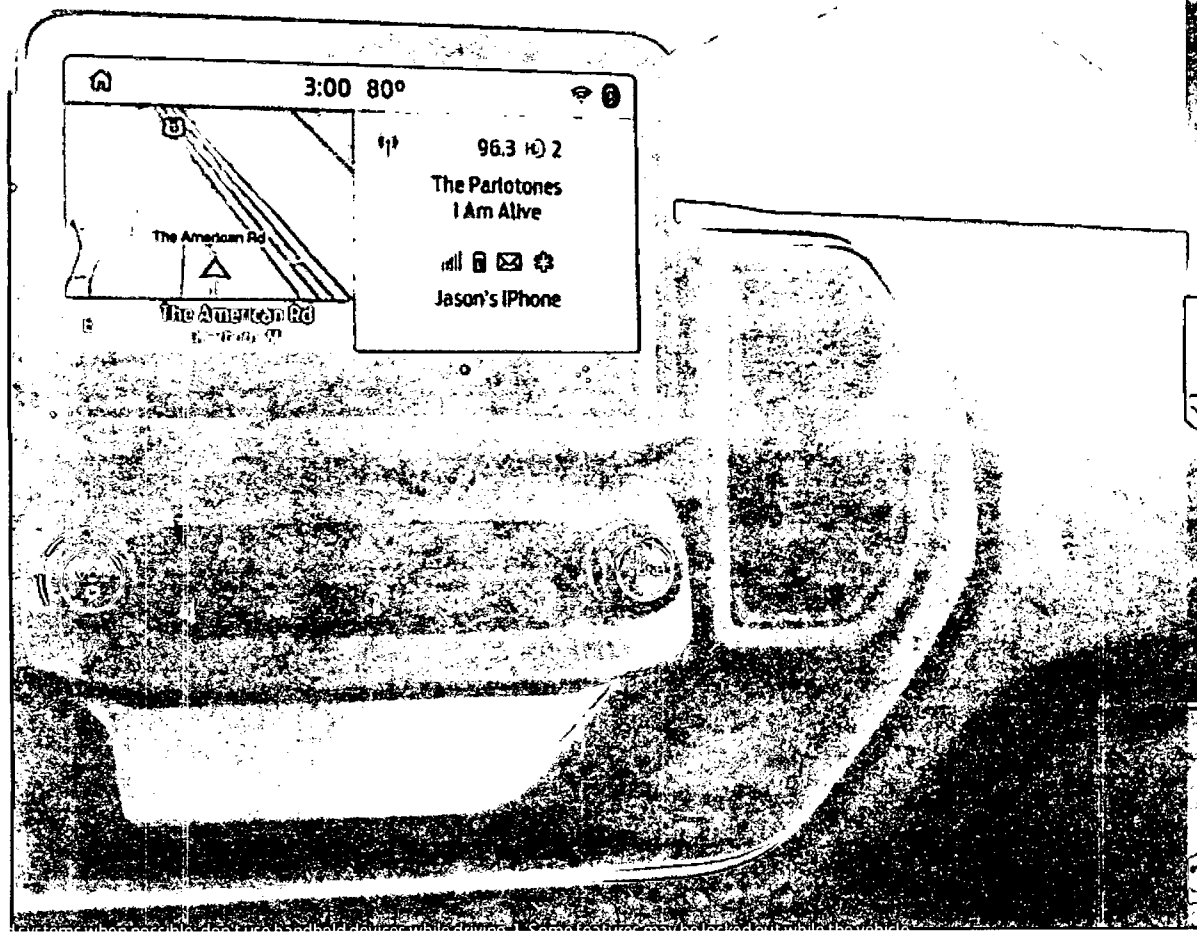
take you into the wilderness, but what you do once you reach your destination is just
e included with the available Cargo Management System provides an ideal space to

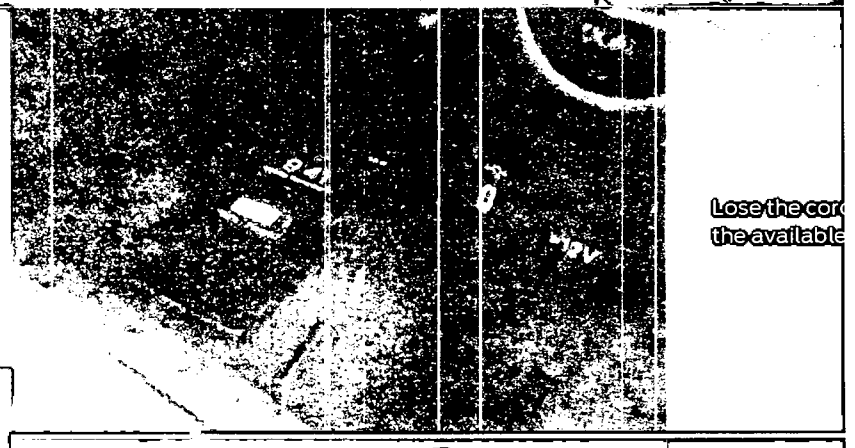
4-008 000316 LC

NNECT

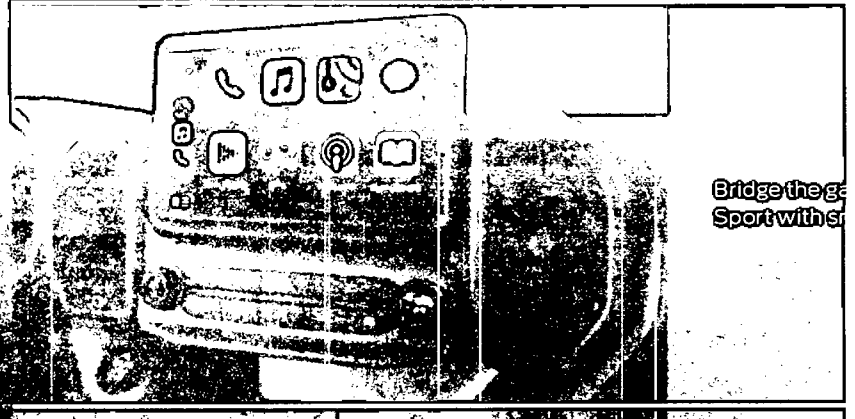
S

eaving it all behind. But when you need a bit of modern convenience,
m' with 8" touchscreen allows you to navigate through music and
is also on hand to give you voice control of compatible mobile apps.





Lose the cor
the available



Bridge the ga
Sport with s

With the For
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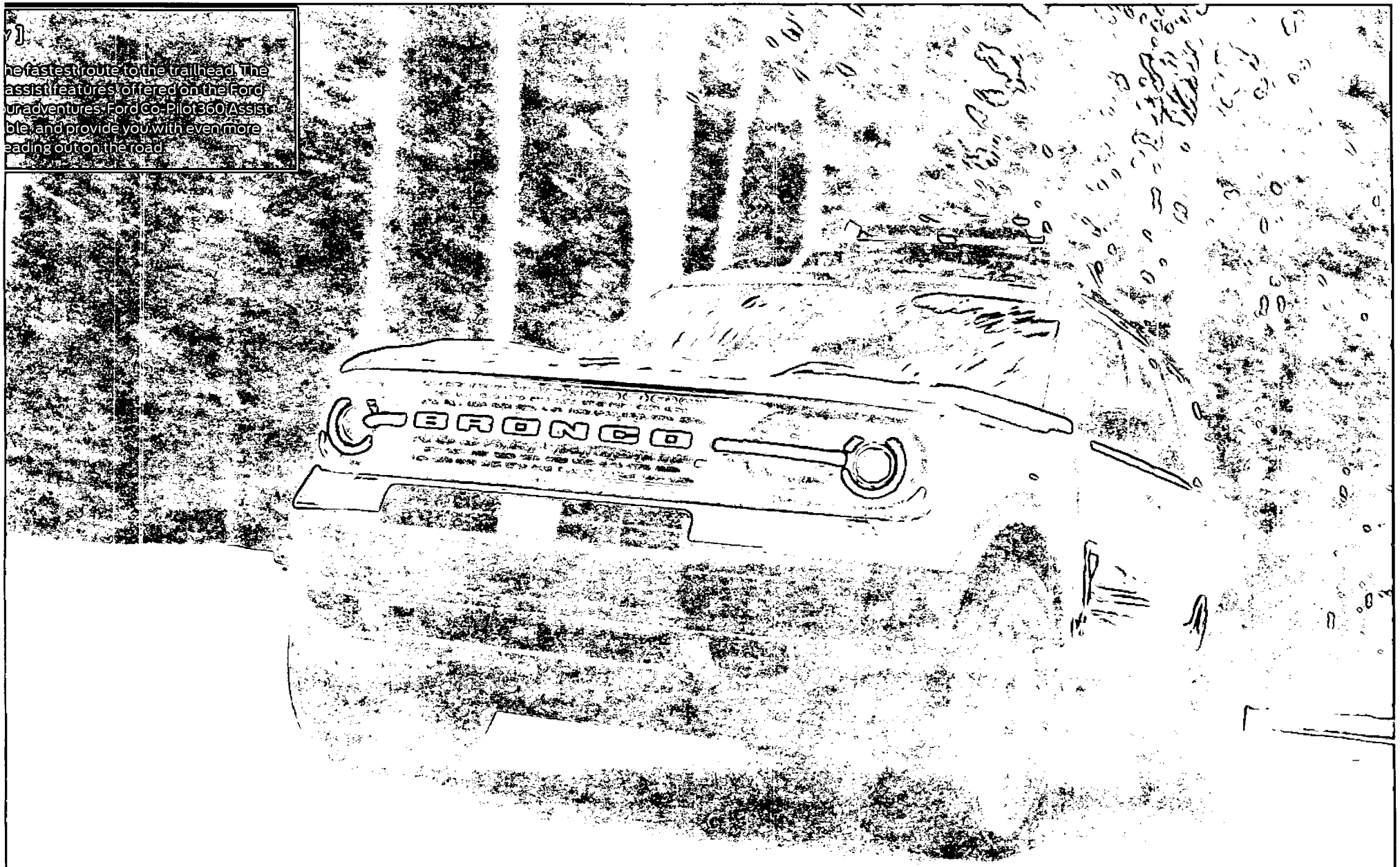
start/stop, c



y].
he fastest route to the trail head. The
assist features offered on the Ford
ur adventures. Ford Co-Pilot360 Assist
ble, and provide you with even more
eading out on the road.

FORD CO-PILOT360 ASSIST+

Available on Big Bend,™ Outer Banks™ and Badlands™

EMERGENCY BRAKING

- ADAPTIVE CRUISE CONTROL WITH STOP-AND-GO AND LANE CENTERING *(Speed Sign Recognition included on Outer Banks and Badlands; not available on Big Bend)*
- EVASIVE STEERING ASSIST

AVAILABLE TECHNOLOGY

Standard and available tech to help you explore with ease.

- AUTO HOLD *Standard*
- POST-COLLISION BRAKING *Standard*
- TRAIL CONTROL™ *Standard on Badlands*

TRAVELS

ories, the Ford Bronco™ Sport can be
es require. Whether that happens to
et, or even a kayak or two when you
ckage with roof-mounted carrier and
d your adventure, so do it your way.

ories.ford.com.

Models shown with Ford Licensed Accessories and ava
Recreational equipment not included. Cargo and lo

Banks	Badlands
	71.4
	30.0°
	32.8°
	23.6
	8.6 (8.8 w/optional tires)
	9
	60.6
	29.4

2.0L EcoBoost
2,200

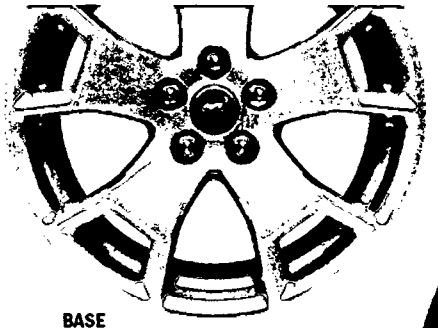
ıpting a crossing and proceed
rmation regarding driving through
uipped with Class II Trailer Tow
configuration, accessories and
rdPass App, and complimentary
(see FordPass Terms for details).
atible AT&T network availability.
bility may limit functionality and
l service excludes Wi-Fi hotspot.
ıtforms, is available via download.
t includes wireless data trial that
f 3 months or when 3GB of data
yond the trial subscription period
ford. 6. Always wear your safety

MECHANICAL
Active grille shutters
Electric power-assisted steering
LED headlamps and taillamps
Power disc brakes with Anti-Lock Brake System (ABS)
Rotary gear shift dial
Terrain Management System™ with G.O.A.T. Modes™

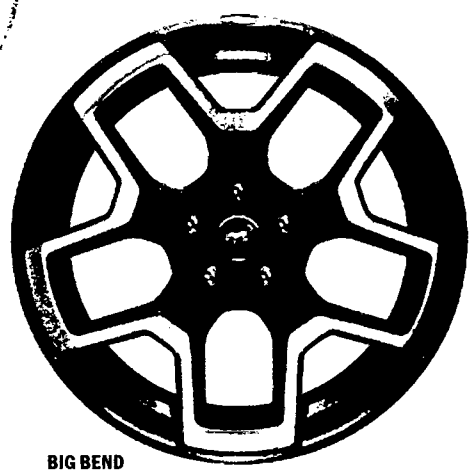
COMFORT & CONVENIENCE
60/40 split-fold rear seat
Bottle opener in cargo area
Cargo tie-down carabiner hooks and loops
Configurable daytime running lamps
Driver's footrest
Easy Fuel® capless fuel filler
Liftgate flood lights
Particulate air filter

CONNECTIVITY & ENTERTAINMENT
AM/FM stereo with 6 speakers
FordPass™ Connect[4] with 4G LTE Wi-Fi hotspot capability[5]
SYNC® 3 with 8" LCD capacitive touchscreen in center stack, 911 Assist,® AppLink,® Apple CarPlay® compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports

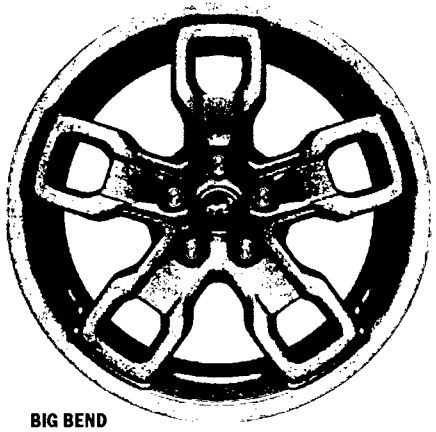
SAFETY & SECURITY
Personal Safety System™ for driver and front passenger includes dual-stage front airbags[6]
Driver knee airbag[6]
Front-seat side airbags[6]
Safety Canopy® System with side-curtain airbags[6] and rollover sensor
AdvanceTrac® with RSC® (Roll Stability Control™)
Front height-adjustable shoulder safety belts
Individual Tire Pressure Monitoring System (excludes spare)
MyKey® technology
Perimeter alarm
SecuriLock® Passive Anti-Theft System
SOS Post-Crash Alert System™



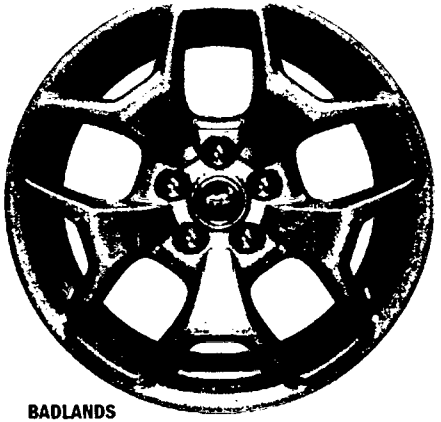
BASE
17" Sparkle Silver-Painted Aluminum
Standard



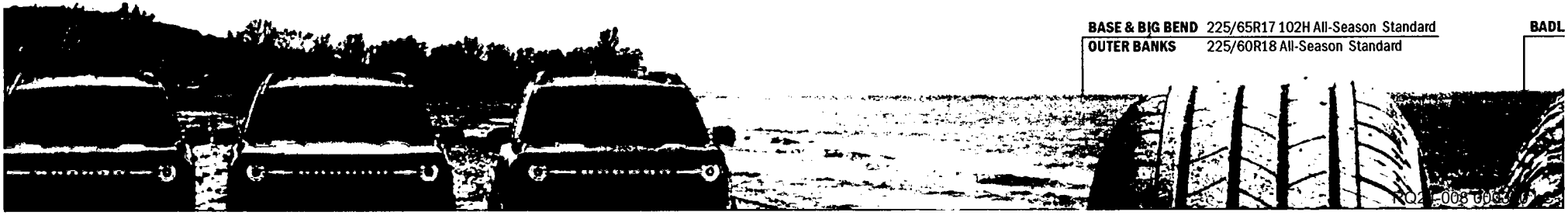
BIG BEND
18" Ebony Black-Painted Machined-Face Aluminum
Optional



BIG BEND
17" Carbonized Gray-Painted High Gloss Aluminum
Standard



BADLANDS
17" Carbonized Gray-Painted Aluminum
Standard



BASE & BIG BEND 225/65R17 102H All-Season Standard
OUTER BANKS 225/60R18 All-Season Standard

echnology
'que @ 3,000 rpm[1]

chnology
'que @ 3,000 rpm[1]
automatic with paddle shifters

Slippery and Sand
lippery, Sand, Mud/Ruts,

suspension

GY
ith Automatic Emergency Braking
stem) with Cross-Traffic Alert;
Headlamps; and Rear View Camera

ise Control with Stop-and-Go and
on included on Outer Banks and
vasive Steering Assist; and Voice-
em with pinch-to-zoom capability
nk® with 5-year subscription[2])

)-Degree Camera

nual front-passenger seat

t-charging USB ports (2)
/-down feature
ol
LE strap system

t
ck protectors

er front-passenger seat
SB ports (2) and 110V/150W

/-down feature

ature control
l

ual front-passenger seat
SB ports (2) and 110V/400W

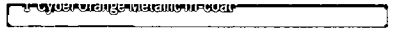
				CONNECTIVITY & ENTERTAINMENT
	S	S	S	SiriusXM with 3-month All Access trial subscription[2]
		P	P	B&O™ Sound System with 10 speakers including subwoofer, 675 watts, and HD Radio™ Technology
				APPEARANCE
S				Carbonized Gray grille with black BRONCO lettering, black door handles, and body-color roof with black roof-rack side rails
	S			Carbonized Gray grille with white BRONCO lettering, LED fog lamps, black door handles, and body-color roof with black roof-rack side rails
		S		Black grille with white BRONCO lettering, LED headlamps with signature lighting and LED fog lamps, body-color door handles, Shadow Black roof with black roof-rack side rails, and privacy glass on all rear windows
			S	Unique Carbonized Gray grille with white BRONCO lettering, front tow hooks, LED fog lamps, black door handles, Shadow Black roof with unique black roof-rack side rails, and privacy glass on all rear windows
			O	Carbonized Gray roof
				OPTIONS
O	O	O	O	Cargo mat
O	O	O	O	Engine block heater
O	O	O	O	Front and rear floor liners
O	O	O	O	Front and rear splash guards
	O	O	O	Cargo Management System: shelf/divider/table
	O	O	O	**Class II Trailer Tow Package:** Includes Trailer Sway Control and full-size spare wheel and tire
	O	O	O	Roof-rack crossbars

OPTIONAL PACKAGES

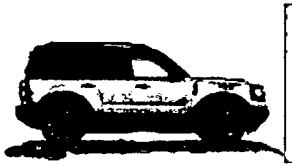
BIG BEND	8-way power driver seat, heated front seats, power moonroof, Reverse Sensing System, leather-wrapped steering wheel, and wireless charging pad
OUTER BANKS	B&O Sound System with 10 speakers including a subwoofer and HD Radio Technology; power moonroof; and wireless charging pad
BADLANDS	Leather-trimmed seating surfaces; 6-way power front-passenger seat; 4-way manual front head restraints; auto-dimming rearview mirror; B&O Sound System with 10 speakers including a subwoofer and HD Radio Technology; dual-zone electronic automatic temperature control; body-color door handles; power moonroof; Remote Start System; Reverse Sensing System; leather-wrapped, heated steering wheel; and wireless charging pad

1. Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **2.** Trial length and service availability may vary by model, model year or trim. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service will automatically stop at the end of your trial unless a subscription is purchased. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms. Some services and features are subject to device capabilities and location availability. All fees, content and features are subject to change.

Horsepower, torque and towing ratings are independent attributes and may not be achieved simultaneously. Always consult the owner's manual before off-road driving, know your terrain and trail difficulty, and use appropriate safety gear. Water-fording capability of 600 mm/23.6" depth on Bronco Sport 2.0L; 450 mm/17.7" depth on Bronco Sport 1.5L (shown). Always determine the water depth before attempting a crossing and proceed slowly. Refer to your owner's manual for detailed information regarding driving through water.



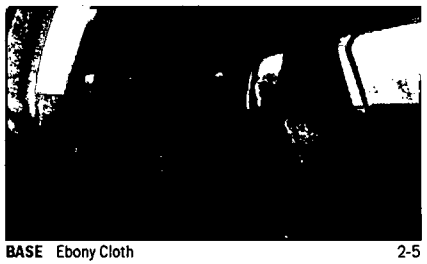
2 Shadow Black



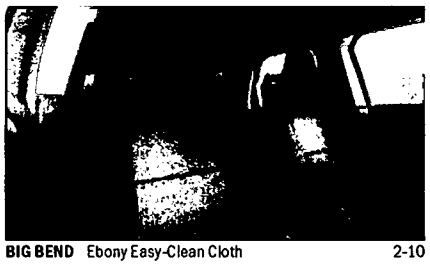
3 Iconic Silver Metallic

4 Carbonized Gray Metallic

5 Oxford White

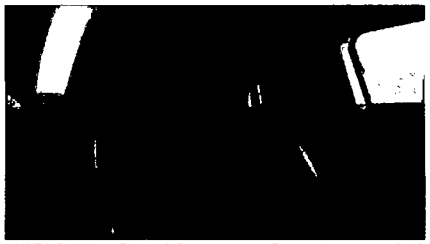


BASE Ebony Cloth 2-5



BIG BEND Ebony Easy-Clean Cloth 2-10

OUTER BANKS Navy Pier Leather-Trimmed 2-10



OUTER BANKS Ebony & Roast Leather-Trimmed 2-10

oat[1] with available equipment and accessorized with side window deflectors,[2] fender flares,[2] door moldings,[2,3] and Rack-Mounted Snowsport Carrier with Lock[2]

s[2,3]	Roof crossbars	Ash cup/coin holder	Floor liners
	Roof spoilers[2]	Battery jump-start system[2]	In-vehicle safe[2]
ıd box mounts[2,4]	Side window deflectors[2]	Cargo organizers and protectors	Liftgate privacy curtain[2]
ors[2]	Splash guards	Custom UVS100® sunscreen[2]	MOLLE bags[2]
	Tents and awnings[2,4]	Door sill plates[2]	Pet barrier, pet kennel and pet harnesses[2]
plash guards[2]	Tie-down shackle[2]	First aid and roadside assistance kits[2]	Protective seat covers[2]
rriers[2,4]	Trailer towing accessories		
protector	Wheel lock kit		

INTERIOR

side Assistance. Covers your e for 5 years or 60,000 miles, so you he security of knowing that help e only a phone call away should you it of fuel, lock yourself out of the e or need a winch back to a paved a battery jump start or towing. ord Dealer can provide complete s on all of these advantages.

Protect™ Extended Service s. Whether you purchase or lease ord vehicle, insist on genuine Ford t extended service plans. Ford t has a variety of plans to give you -of-mind protection whether you ehicle component or maintenance ge. Plus, they are fully backed by nd honored at all Ford dealerships U.S., Canada and Mexico. When sit your dealer, insist on genuine rotect extended service plans.

Ford Insure. Insurance that lets you earn discounts for safe driving, offering a maximum discount of 40% off your auto insurance. Ford Insure works with your 2021 Bronco Sport to gauge driving habits and calculate a discount based on how you drive. Visit www.fordinsure.com to learn more.

American Road Services Company LLC is the licensed insurance agency offering Ford Insure and is underwritten by Nationwide Mutual Insurance Company and affiliates. Home Office: Columbus, OH. Ford Motor and Ford Credit are not insurance companies or agents. Subject to underwriting guidelines, review and approval. Details and availability varies; program criteria differ in California. Discounts do not apply to all coverage elements; actual savings vary by state, coverage selections, rating factors and policy changes.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty.

Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

BRONCO NATION

[JOIN THE HERD]

Built by a passionate and independent comm
is the first nationwide authority for the all-nev
news, community forums, events, interactive
historical archives are just a few of the feature
out of your Ford Bronco™ Sport and your next
community of owners like you – ***find it first*** at

EPA-ESTIMATED RATINGS
Actual mileage will vary.

1.5L EcoBoost®

4x4
25 CITY MPG | 28 HWY MPG | 26 COMB MPG

Bronco Nation is not affiliated with Ford Motor Company. **1.** Additional charge. **2.** Ford Licensed Accessory. **3.** Late availability. **4.** Consu

Ford and Oval Device, 911 Assist, AdvanceTrac, AppLink, Badlands, Big Bend, BLIS, Built Wild, Easy Fuel, EcoBoost, Ford Bronco, For Protect, FordPass, G.O.A.T. Modes, MyKey, Outer Banks, Personal Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriCode, SYNC, Terrain Management System, Trail Control and related marks are trademarks of Ford Motor Company.

Apple and Apple CarPlay are trademarks of Apple Inc., registered in the U.S. and other countries. BANG & OLUFSEN and B&O a Licensed by Harman Becker Automotive Systems Manufacturing KFT. All rights reserved. Google, Android, Android Auto and Go the Android Auto app on Google Play and an Android compatible smartphone running Android™ 5.0 or higher. HD Radio is a proprieta and all related marks and logos are trademarks of Sirius XM Radio Inc. Yakima is a registered trademark of Yakima Products Inc.

Comparisons based on competitive models (class is Non-Premium Subcompact Utilities), publicly available information and Ford certificati optional equipment. Features may be offered only in combination with other options or subject to additional ordering requirements/limitatio and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information mater the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best sour

From day one, we had the future in mind. And over 117 years later, we continue that tradition of innovation with Ford Co-Pilot360,™ helping push us closer to autonomous driving, the latest generation of SYNC® to communicate untethered and our first fully electric vehicle – Ford Mustang Mach-E.®

We've always had our mind on the future. Now we're building it.

21BRSPDF

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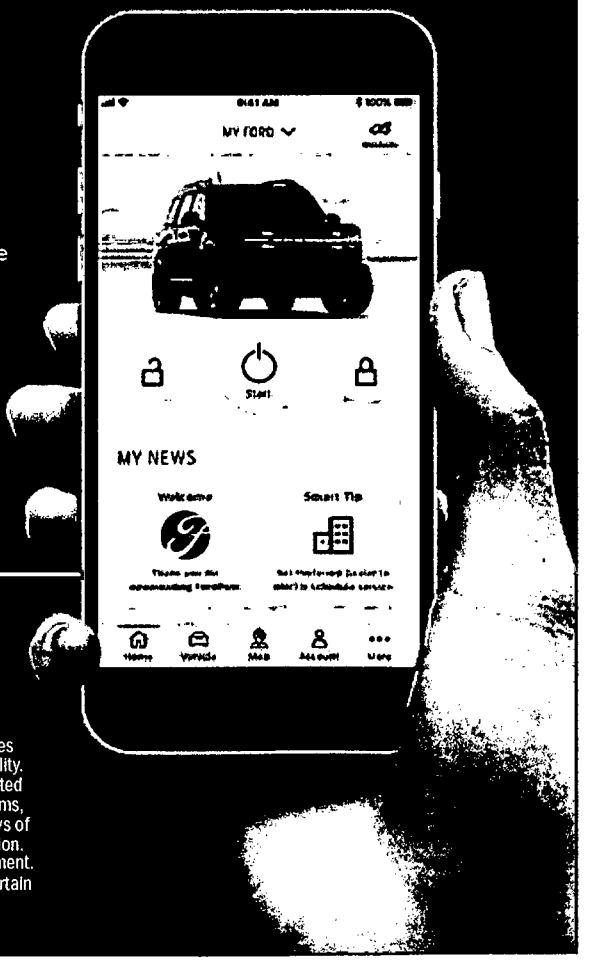
The FordPass™ App

FordPass

Meet FordPass. The app that puts your ownership experience in the palm of your hand.

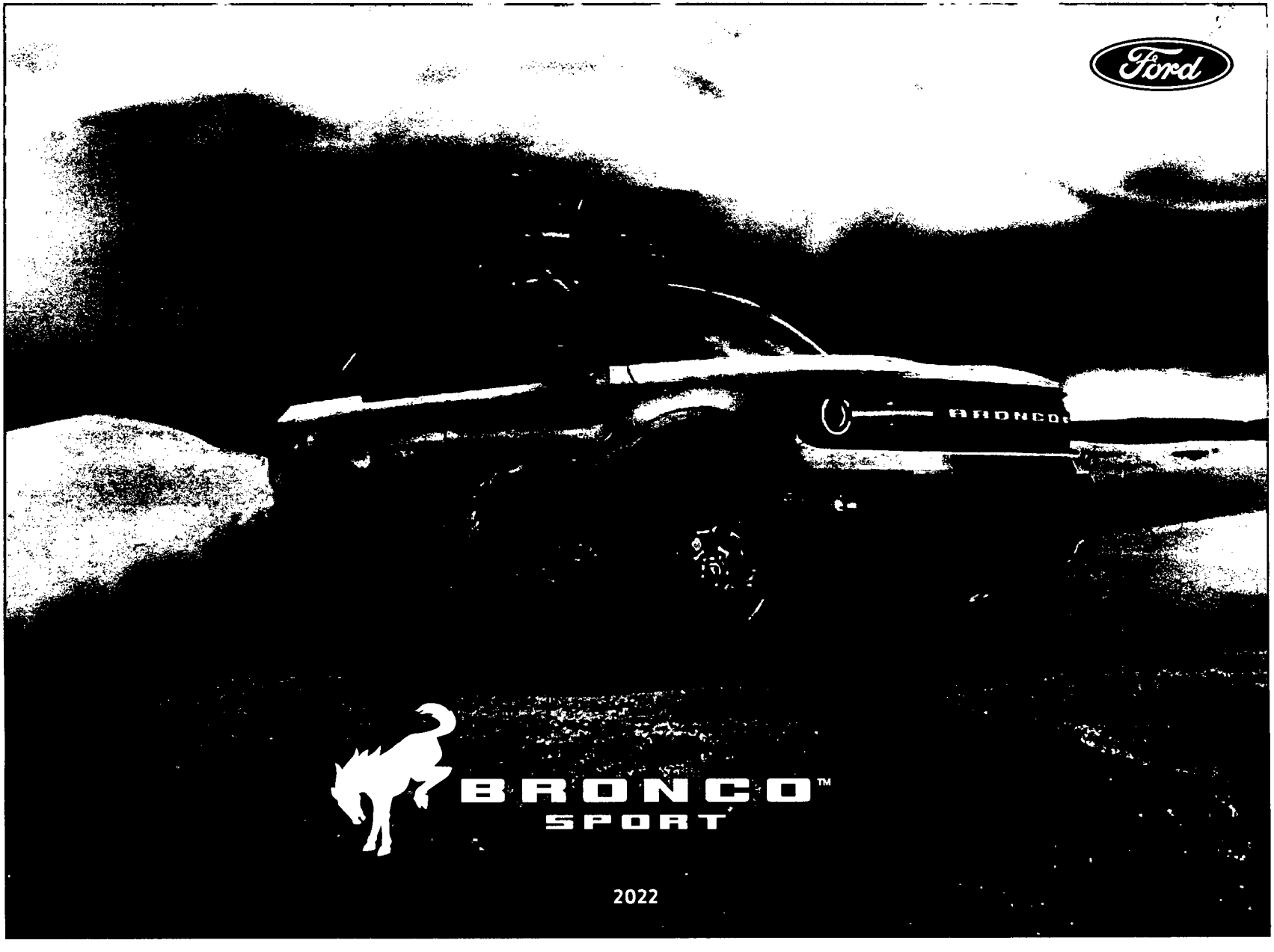
- Access complimentary remote features like start/stop, lock/unlock, schedule a start, locate vehicle and vehicle status check when your vehicle is equipped with FordPass Connect[1]
- With FordPass Rewards, earn Points to use toward complimentary maintenance[2] or accessories when you buy or lease a new Ford vehicle
- Earn 10 FordPass Rewards Points for every $1 spent on vehicle service and maintenance
- Get help on the road with 24/7 Roadside Assistance[3]



Download the FordPass App today.

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **2.** Modem must be activated within 60 days of purchase through the FordPass App on a smartphone and remain active for at least 6 months after activation. Buyers of non-modem-equipped vehicles will also receive Points for complimentary maintenance after enrollment. Visit a participating dealer for details or go to FordPassRewards.com. **3.** Roadside assistance is included for certain owners and available to everyone for a per-service fee.

Exhibit 8


Ford
BRONCO
BRONCO™
SPORT
2022

BUILT

Capable. Rugged. Not afraid
SUV takes you right up to that
begins. Staying true to its iconic
with standard 4x4, and a Terra
available G.O.A.T. Modes™ (Go
mount up and go there. Where

Orange Metallic Tri-coat.[1] Available equipment.

trail difficulty, and use appropriate safety gear. Ford is committed to the preservation of the environment and treading lightly.
include available and aftermarket equipment, and available Ford Accessories. Recreational equipment not included.

ORT

d™ and Outer Banks.™
r not playing favorites.

OUTER BANKS
Stylish exterior and interior with advanced technology.

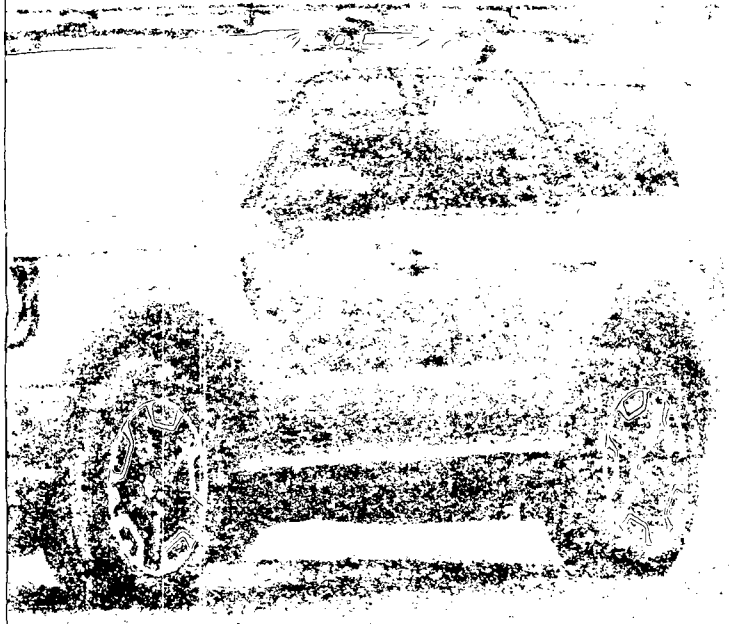
› Leather-trimmed seating
› Rear Parking Sensors
› Heated, leather-wrapped steering wheel

OUTER BANKS

BIG BEND
Additional interior storage spaces and easy cleanability.

› Rubberized cargo floor
› Rear View Camera with Washer
› Front seat back MOLLE strap system

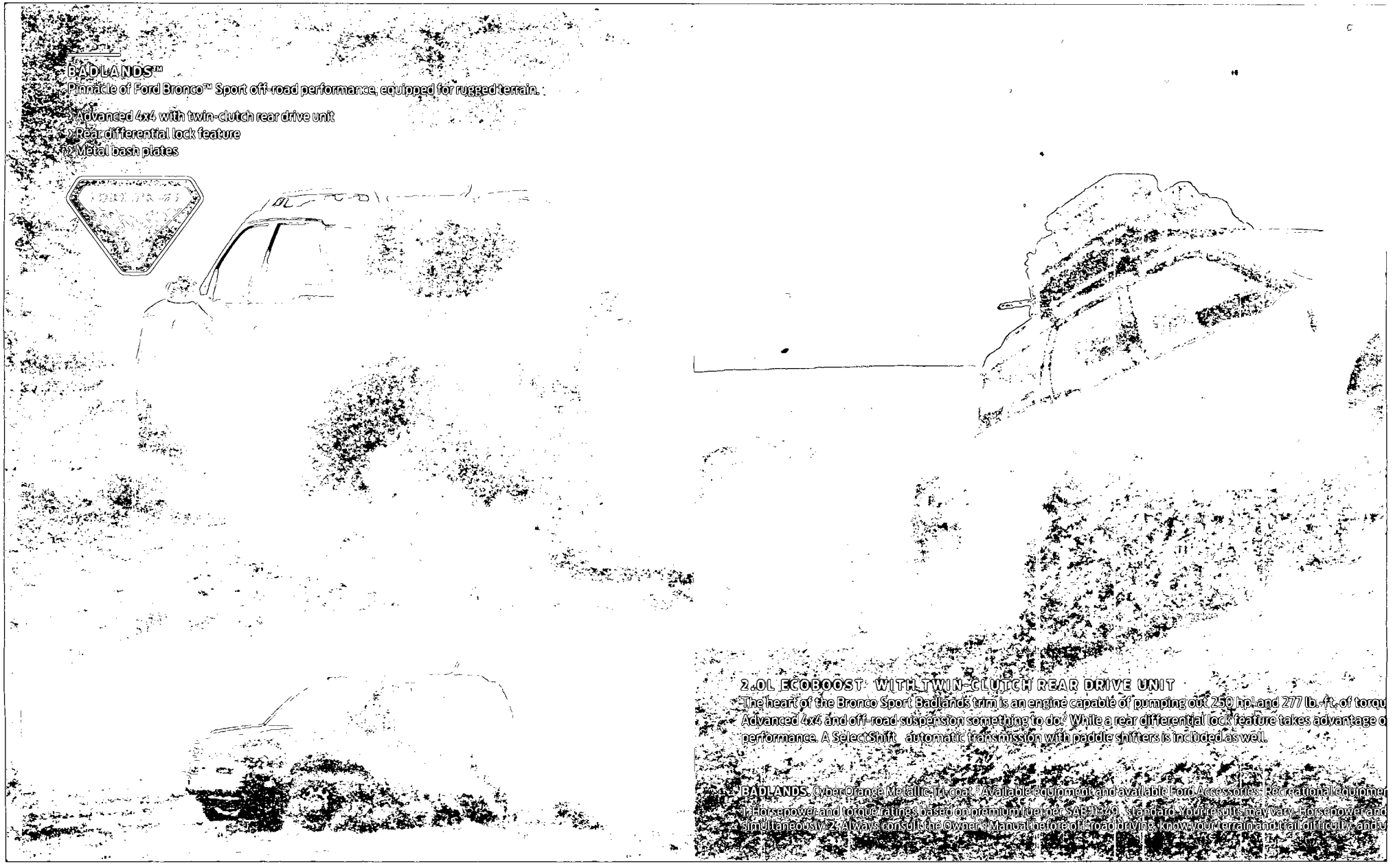
BIG BEND

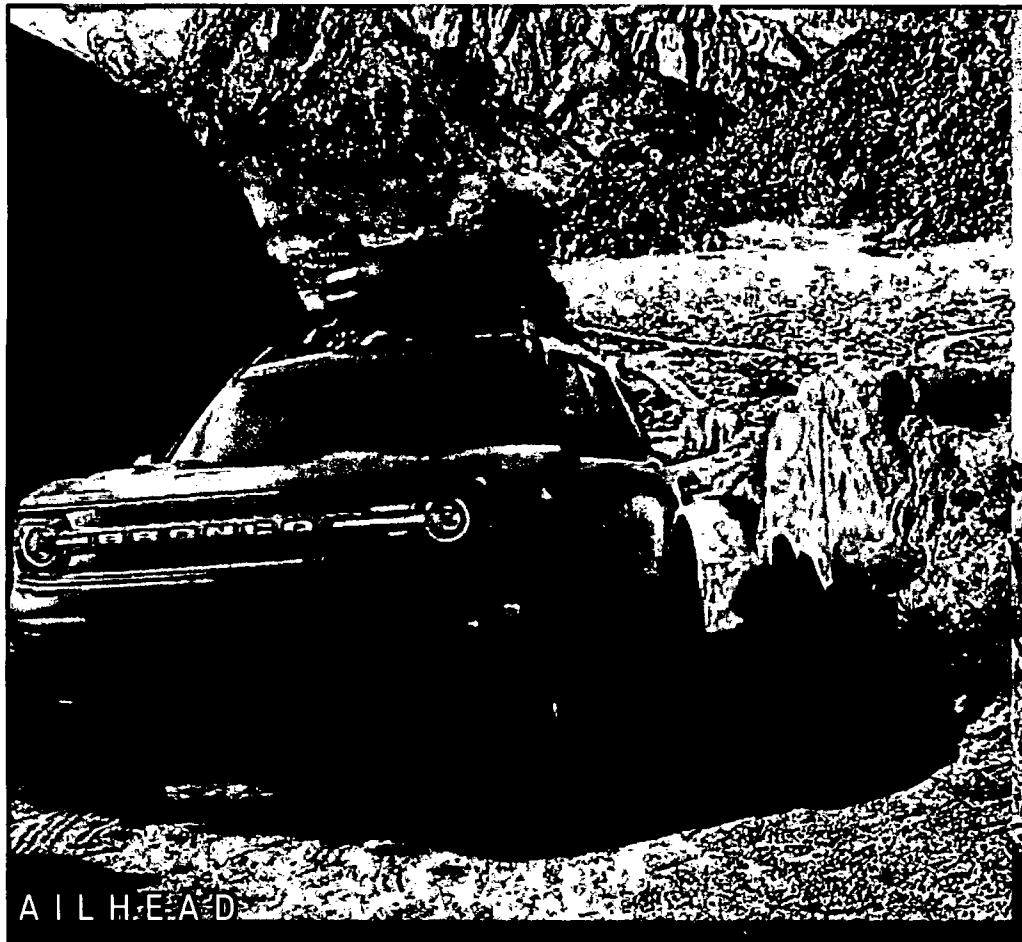


t and available Ford Accessories.
er SAE J1349, standard.
ay not be achieved simultaneously.

1.5L ECOBOOST, WITH AUTO START-STOP TECHNOLOGY
Powering the way to the campsite or trailheads is the standard engine found on the Base, Big Bend and Outer Banks trims. An untamed 181 hp and 190 lb.-ft. of torque are yours to control with the touch of the Start-Stop button, and are pitched to an 8-speed automatic transmission.

BIG BEND. Alto Blue Metallic (tinted Clearcoat) Available equipment.

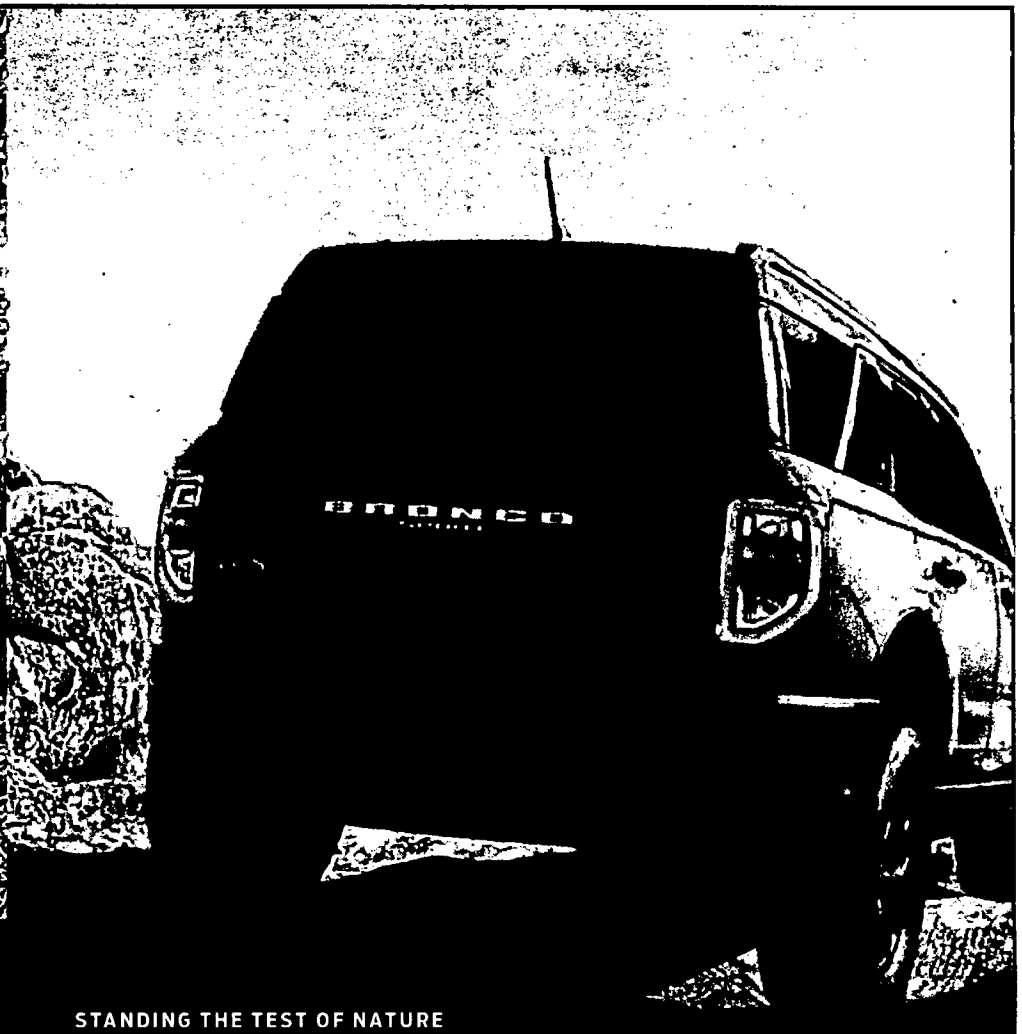

BADLANDS™
Pinnacle of Ford Bronco™ Sport off-road performance, equipped for rugged terrain.
Advanced 4x4 with twin-clutch rear drive unit
Rear differential lock feature
Metal bash plates
2.0L ECOBOOST WITH TWIN-CLUTCH REAR DRIVE UNIT
The heart of the Bronco Sport Badlands trim is an engine capable of pumping out 250 hp and 277 lb.-ft. of torqu
Advanced 4x4 and off-road suspension something to do. While a rear differential lock feature takes advantage o
performance. A SelectShift automatic transmission with paddle shifters is included as well.
BADLANDS. Cyber Orange Metallic Tri-coat.† Available equipment and available Ford Accessories. Recreational equipmer
1. Horsepower and torque ratings based on premium fuel per SAE J1349, standard. Your result may vary. Horsepower and
simultaneously. 2. Always consult the Owner's Manual before off-road driving. Know your terrain and trail difficulty, and fu



A I L H E A D

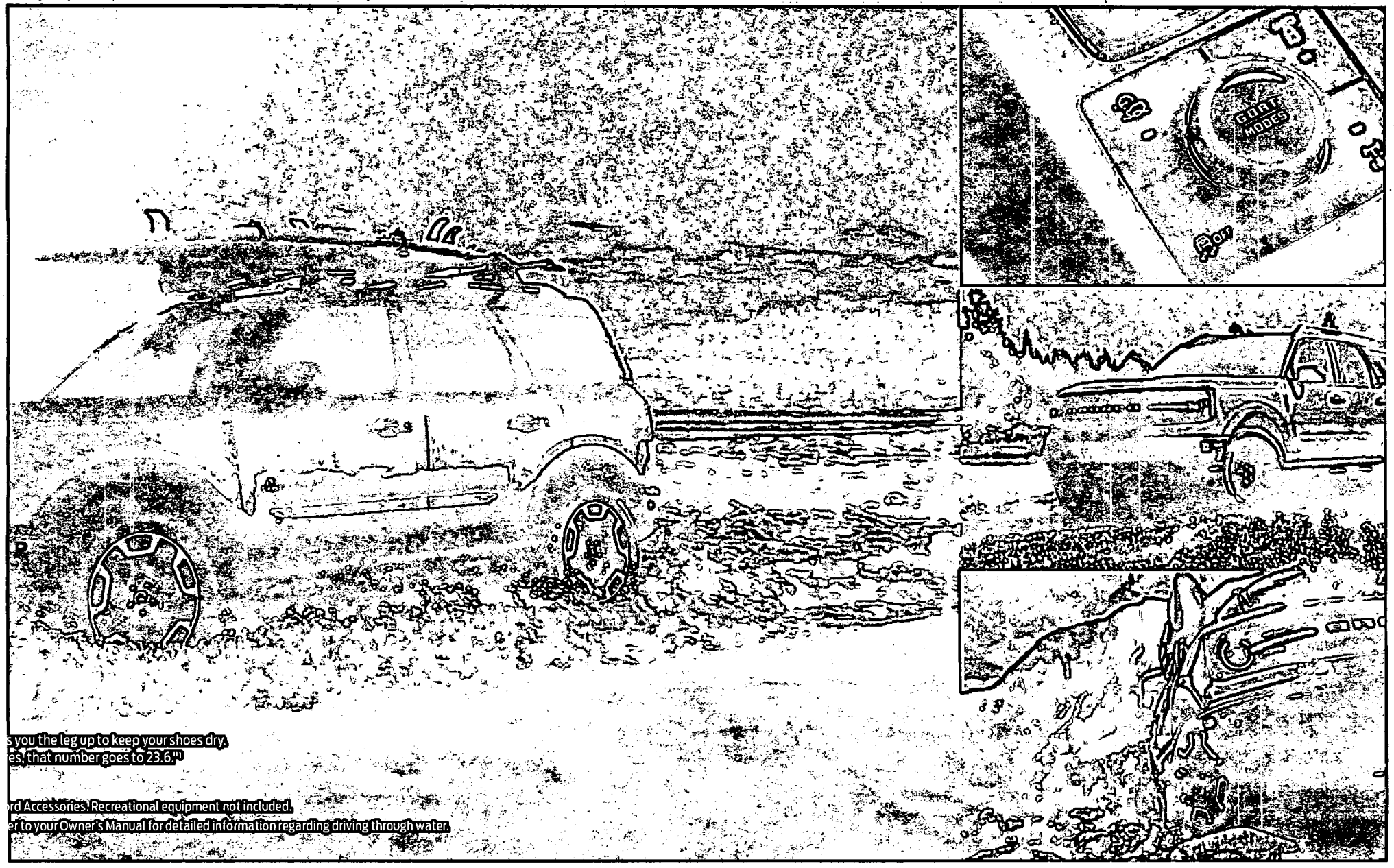
y the Ford Bronco™ Sport Badlands™
ntrol,™ which works as a low-speed
egree Camera[1] with Split View and
well as 2 additional G.O.A.T. Modes™
the metal bash plates, which add

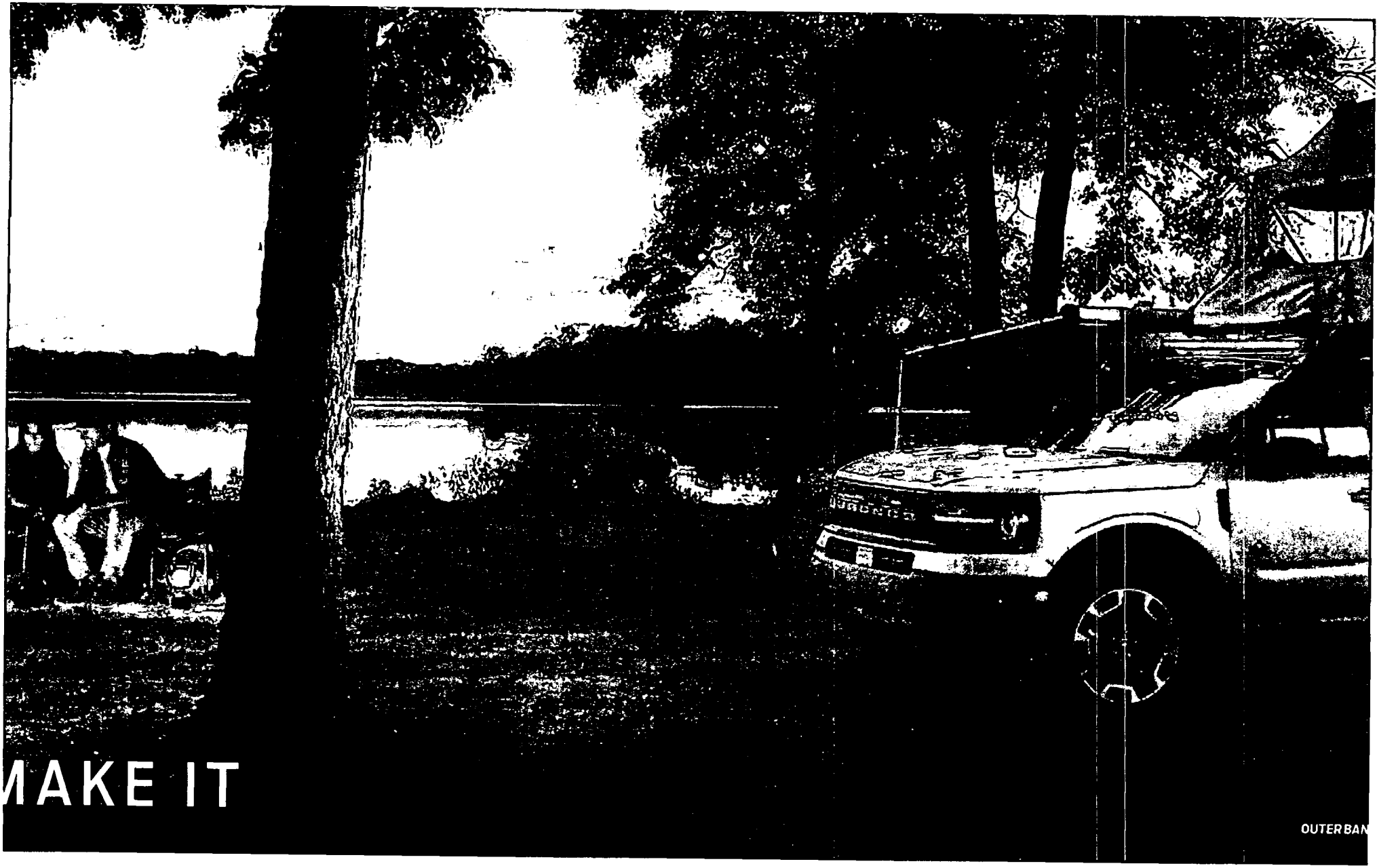
on, judgment and need to control
imitations.



STANDING THE TEST OF NATURE
No one would call the famed King of the Hammers race in Johnson Valley, California, home – except the Ford Bronco family. Born and bred on the punishing terrains and extreme conditions of this legendary off-road course, this is where the Bronco Sport Badlands put its High-Performance, Off-Road, Stability, Suspension (HOSS) System to the test, and proved it lives up to its name.

BADLANDS. Area 51. Available equipment and available Ford Accessories.


GOAT MODES
s you the leg up to keep your shoes dry.
es, that number goes to 23.6."
rd Accessories. Recreational equipment not included.
er to your Owner's Manual for detailed information regarding driving through water.

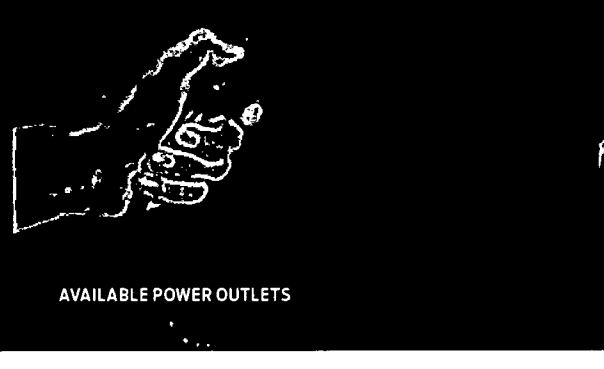

MAKE IT
OUTER BAN

AVAILABLE REAR UNDER-SEAT STORAGE

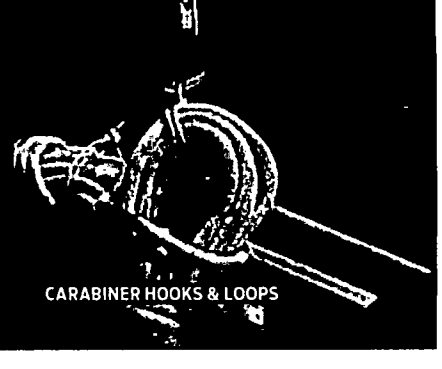
FLIP-UP LIFTGATE GLASS

AVAILABLE CARGO MANAGEMENT SYSTEM – TABLE SET UP

AVAILABLE CARGO MANAGEMENT SYSTEM



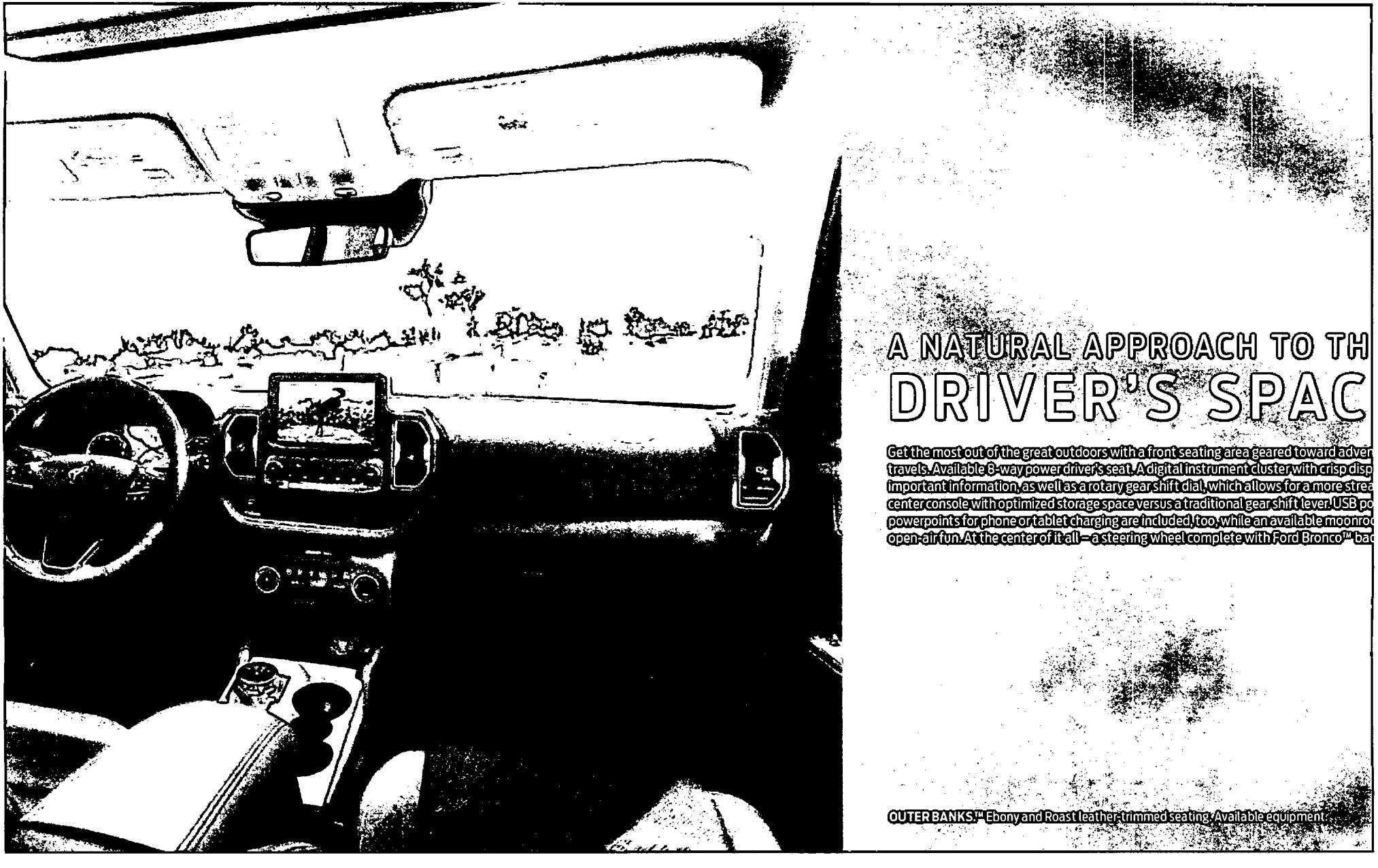
AVAILABLE POWER OUTLETS



CARABINER HOOKS & LOOPS

[M] **Sport SUV.** Use either the rear flip-up glass for Cargo Management System comes in handy as your gear.[1] And, if you're doing it all at night, the V/150W or 400W AC outlets provide you with a ronco Sport can help you make camp with ease.

Accessories.


A NATURAL APPROACH TO TH
DRIVER'S SPAC
Get the most out of the great outdoors with a front seating area geared toward adver
travels. Available 8-way power driver's seat. A digital instrument cluster with crisp disp
important information, as well as a rotary gear shift dial, which allows for a more strea
center console with optimized storage space versus a traditional gear shift lever. USB po
powerpoints for phone or tablet charging are included, too, while an available moonroo
open-air fun. At the center of it all – a steering wheel complete with Ford Bronco™ bac
OUTER BANKS.™ Ebony and Roast leather-trimmed seating. Available equipment.

COMFORT
ort SUV provides a level of comfort to match
ilable easy-clean cloth interior (not shown)
e highlights. As is the available B&O Sound
. And the Safari Style Roof provides ample
dealer-installed interior bike rack, you can
d down.
ckage. Available equipment and available

ckage.

NATURE AND TECHNOLOGY

CONNECT WITH BOTH

Staying in touch when out on the trail is easy in the Ford Bronco™ Sport SUV. Voice-activated SYNC® 3[1] puts just what you need on the tip of your tongue – or right at your fingertips. SYNC AppLink®[2] lets you use voice commands to control favorite apps on your paired smartphone or other mobile devices. Standard SYNC 3 even lets you use Siri, Google,™ or Ford+Alexa™[3] to stay connected while keeping your eyes on the terrain ahead – and hands on the wheel.

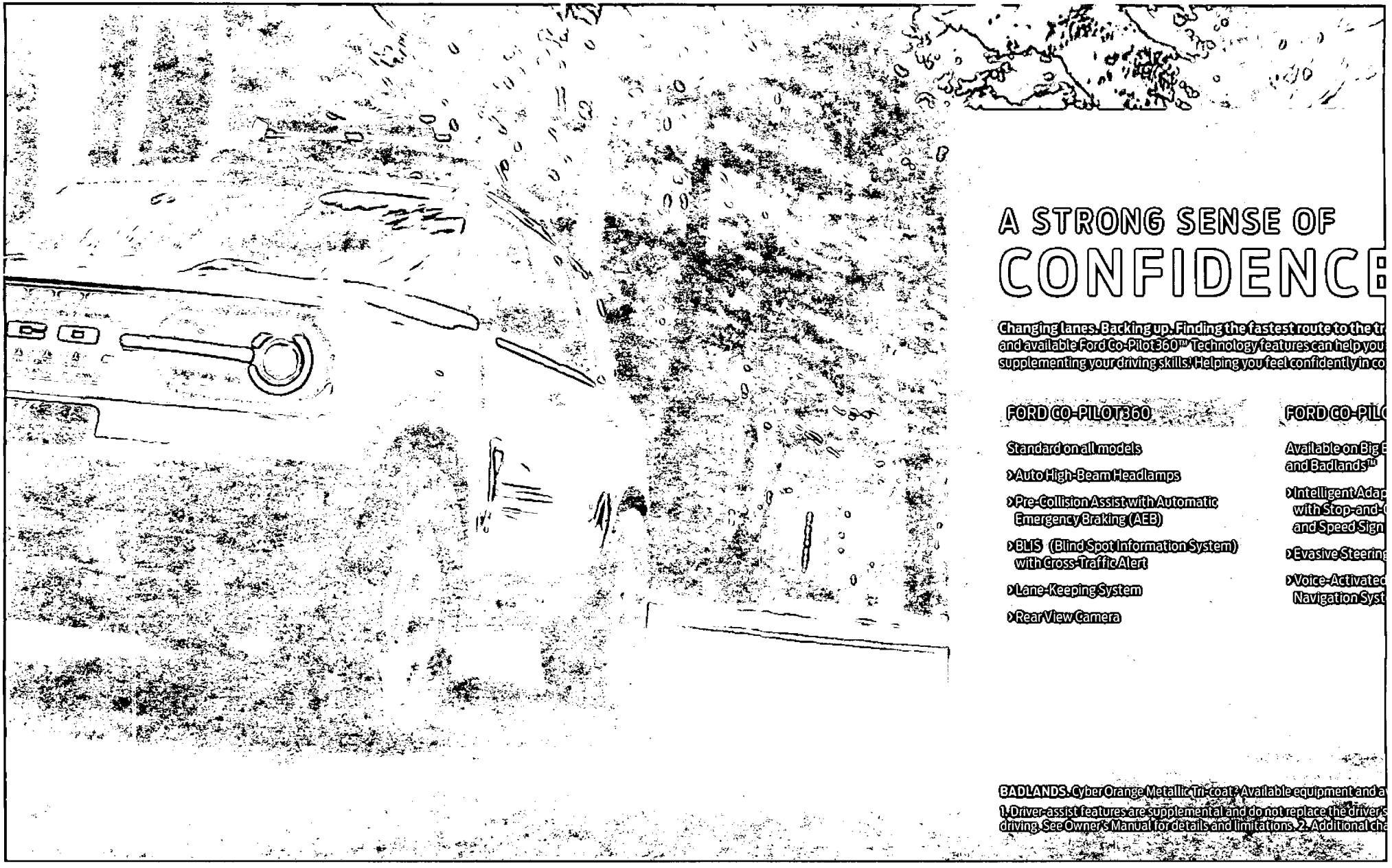
Complimentary remote features like start/stop, lock/unlock, schedule a start, locate your vehicle, and vehicle status checks are easy to access through the FordPass™ App[4] with standard FordPass Connect.[4] Recharge without any cords using the available wireless charging pad.[5] Plus, connect up to 10 devices at once – inside or up to 50' away – using FordPass Connect[4] with 4G LTE Wi-Fi hotspot capability.[6]

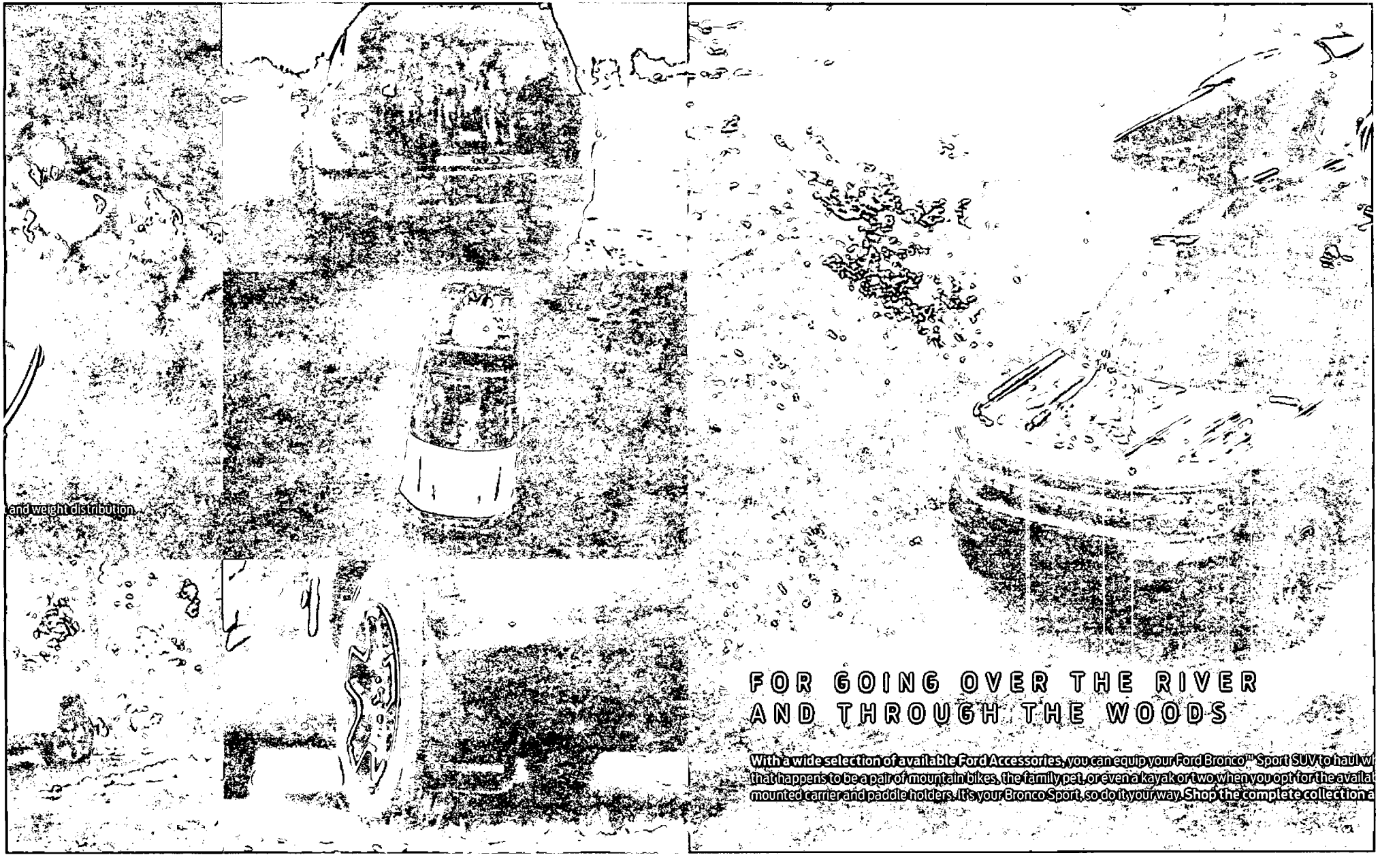
SYNC 3

- 8" LCD touchscreen
- SYNC AppLink
- Wireless phone connection
- Apple CarPlay® compatibility[7]
- Android Auto™ compatibility[7]
- Smart-charging USB ports
- Available Voice-Activated Touchscreen Navigation System

SCAN TO LEARN MORE
or visit Ford.com/SYNC
Data rates may apply.

1. Don't drive while distracted or while using handheld devices. Use voice-operated systems when possible. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. **2.** Commands may vary by phone and AppLink software. **3.** Requires available SYNC 3 AppLink. Don't drive while distracted or while using handheld devices. Use voice controls. Certain Alexa functionality is dependent on smart phone and home technology. **4.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. **5.** Qi wireless charging may not be compatible with all mobile phones. **6.** Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first. To activate, go to www.att.com/ford. **7.** Requires phone with active data service and compatible software. SYNC 3 does not control 3rd-party products while in use. 3rd parties are solely responsible for their respective functionality. **8.** Availability varies by model and trim. See Specifications in this brochure for details.


A STRONG SENSE OF
CONFIDENCE
Changing lanes. Backing up. Finding the fastest route to the tr
and available Ford Co-Pilot360™ Technology features can help you
supplementing your driving skills. Helping you feel confidently in co
FORD CO-PILOT360
Standard on all models
›Auto High-Beam Headlamps
›Pre-Collision Assist with Automatic Emergency Braking (AEB)
›BLIS (Blind Spot Information System) with Cross-Traffic Alert
›Lane-Keeping System
›Rear View Camera
FORD CO-PILO
Available on Big
and Badlands™
›Intelligent Adap
with Stop-and-
and Speed Sign
›Evasive Steerin
›Voice-Activate
Navigation Syst
BADLANDS. Cyber Orange Metallic Tri-coat.² Available equipment and a
1. Driver-assist features are supplemental and do not replace the driver's
driving. See Owner's Manual for details and limitations. 2. Additional cha


and weight distribution.
FOR GOING OVER THE RIVER
AND THROUGH THE WOODS
With a wide selection of available Ford Accessories, you can equip your Ford Bronco™ Sport SUV to haul wh
that happens to be a pair of mountain bikes, the family pet, or even a kayak or two when you opt for the availa
mounted carrier and paddle holders. It's your Bronco Sport, so do it your way. Shop the complete collection a

3 Iconic Silver Metallic

4 Shadow Black

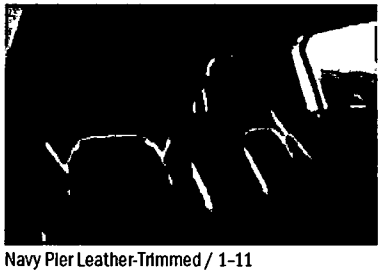
7 Alto Blue Metallic Tinted Clearcoat[1]

8 Area 51

ted Clearcoat[1]

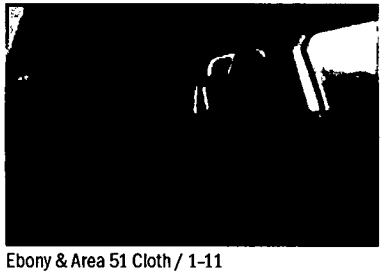
11 Cyber Orange Metallic Tri-coat[1]

Medium Dark Slate Easy-Clean Cloth / 1-11
Big Bend

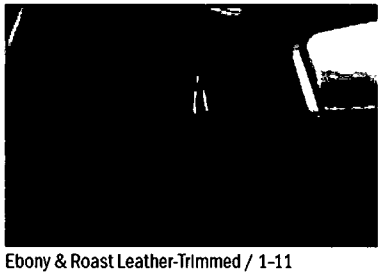


Navy Pier Leather-Trimmed / 1-11
Outer Banks

l-11



Ebony & Area 51 Cloth / 1-11
Badlands



Ebony & Roast Leather-Trimmed / 1-11
Badlands with Premium Package

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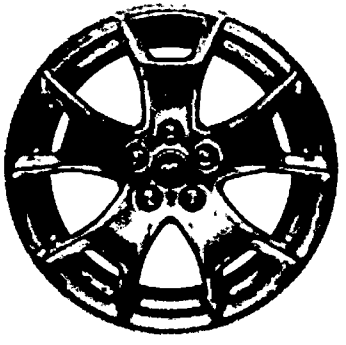
WHEELS & TIRES



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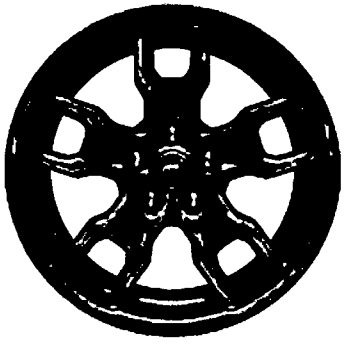

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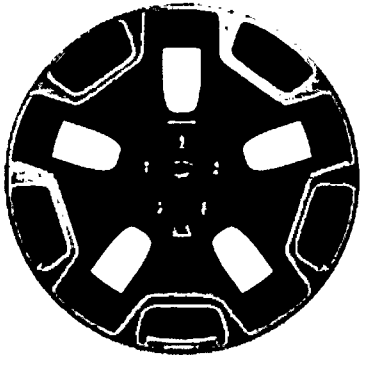

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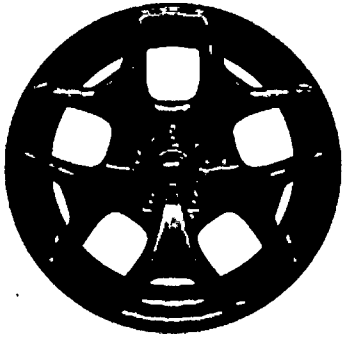


E

A. BASE	Standard	17" Sparkle Silver-Painted Aluminum
B. BIG BEND™	Standard	17" Carbonized Gray-Painted High Gloss Aluminum
C. BIG BEND	Optional	18" Ebony Black-Painted Machined-Face Aluminum
D. OUTER BANKS™	Standard	18" Ebony Black-Painted Machined-Face Aluminum
E. BADLANDS™	Standard	17" Carbonized Gray-Painted Aluminum
F. BADLANDS	Optional	17" Carbonized Gray-Painted Low Gloss Aluminum (Includes 235/65R
BASE & BIG BEND	Standard	225/65R17 102H All-Season Tires
BIG BEND	Optional	225/65R17 All-Terrain Tires
OUTER BANKS	Standard	225/60R18 All-Season Tires
BADLANDS	Standard	225/65R17 All-Terrain Tires
BADLANDS	Optional	235/65R17 All-Terrain Tires

	BASE	BIG BEND	OUTER BANKS	BADLANDS
ENGINES & TRANSMISSIONS				
1.5L EcoBoost® with Auto Start-Stop Technology 181 hp @ 6,000 rpm[4,5] 190 lb.-ft. of torque @ 3,000 rpm[4,5] 4x4 8-speed automatic transmission	S	S		
2.0L EcoBoost with Auto Start-Stop Technology 250 hp @ 5,500 rpm[4,5] 277 lb.-ft. of torque @ 3,000 rpm[4,5] Advanced 4x4 8-speed SelectShift® automatic transmission with paddle shifters				
MECHANICAL				
G.O.A.T. Modes – Normal, ECO, Sport, Slippery and Sand				
G.O.A.T. Modes – Normal, ECO, Sport, Slippery, Sand, Mud/Ruts, and Rock Crawl				
Mini spare wheel and tire				
Full-size spare wheel and tire				
Metal bash plates				
Twin-clutch rear drive unit and off-road suspension				
FORD CO-PILOT360™ TECHNOLOGY				
Ford Co-Pilot360: Pre-Collision Assist with Automatic Emergency Braking (AEB); BLIS® (Blind Spot Information System) with Cross-Traffic Alert; Lane-Keeping System; Auto High-Beam Headlamps; and Rear View Camera	S	S	S	S
Auto Hold	S	S	S	S
Post-Collision Braking	S	S	S	S
Ford Co-Pilot360 Assist+: Intelligent Adaptive Cruise Control with Stop-and-Go, Lane Centering, and Speed Sign Recognition; Evasive Steering Assist; and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes SiriusXM® Traffic and Travel Link® with 5-year subscription[6])	S	S	S	S
Rain-Sensing Windshield Wipers	S	S	S	S
Rear Parking Sensors	S	S	S	S
Trail Control™ for off-road and front 180-Degree Camera with Split View and Washer	S	S	S	S
COMFORT & CONVENIENCE				
6-way manual driver seat and 4-way manual front-passenger seat	S	S		
4.2" screen in the instrument cluster	S	S		
12V powerpoints (2) and smart-charging USB ports (6)	S	S		
Power windows with driver one-touch-up/-down feature	S	S		
2-Door Intelligent Access		S		
Electronic automatic temperature control		S		S
Front seat back MOLLE strap system		S	S	S
Illuminated visor mirrors		S	S	S
Rubberized cargo floor		S	S	S
Rubberized rear seat back protectors		O	S	S
2-Door Intelligent Access with push-button start		P	S	S
Front seat back zipper pockets		P	S	S
Heated front seats		P	S	S
Leather-wrapped steering wheel		P	S	S
SecuriCode® keyless entry keypad		P	S	S
8-way power driver seat		P	S	P
6-way power front-passenger seat			S	
12V powerpoints (2), smart-charging USB ports (6) and 110V/150W AC power outlet			S	
Ambient lighting			S	
Windshield wiper de-icer			S	
6.5" screen in the instrument cluster			S	S
Power windows with front one-touch-up/-down feature			S	S
Auto-dimming rearview mirror			S	P
Dual-zone electronic automatic temperature control			S	P
Heated steering wheel			S	P
Remote Start System			S	P
8-way power driver seat and 6-way manual front-passenger seat				S
12V powerpoints (2), smart-charging USB ports (6) and 110V/400W AC power outlets (2)				S
Rear under-seat storage				S

	BASE	BIG BEND	OUTER BANKS	BADLANDS
CONNECTIVITY & ENTERTAINMENT				
SiriusXM with 3-month Platinum Plan trial subscription[6]		S	S	S
B&O® Sound System with 10 speakers including subwoofer, 560 watts, and HD Radio™ Technology			P	P
APPEARANCE				
Carbon Black grille with black BRONCO lettering, black door handles, and body-color roof with black roof-rack side rails	S			
Carbonized Gray grille with white BRONCO lettering, black door handles, body-color roof with black roof-rack side rails, and privacy glass on all rear windows		S		
Black grille with white BRONCO lettering, LED headlamps with signature lighting and LED fog lamps, body-color door handles, Shadow Black roof with black roof-rack side rails, and privacy glass on all rear windows			S	
Unique Carbonized Gray grille with white BRONCO lettering, front tow hooks, LED headlamps with signature lighting and LED fog lamps, black door handles, Shadow Black roof with black roof-rack side rails, and privacy glass on all rear windows				S
Carbonized Gray roof				O
OPTIONS[7]				
Cargo Management System: shelf/divider/table	O	O	O	O
Cargo mat	O	O	O	O
Center Console Vault	O	O	O	O
Engine block heater	O	O	O	O
Fender Flare Kit I	O	O	O	O
Fender Flare Kit II	O	O	O	O
First Aid Kit	O	O	O	O

	BASE	BIG BEND	OUTER BANKS	BADLANDS
Front and rear floor liners	O	O	O	O
Front and rear splash guards	O	O	O	O
Interior Bike Rack	O	O	O	O
Mud Flaps Kit – Front	O	O	O	O
Mud Flaps Kit – Rear	O	O	O	O
Mud Flaps Kit – Front and rear	O	O	O	O
On-Road Assistance Kit	O	O	O	O
Class II Trailer Tow Package: Includes Trail Control and full-size spare wheel and tire		O	O	O
Power moonroof		O	O	O
Roof-rail crossbars		O	O	O
PACKAGES				
Convenience Package: 8-way power driver heated front seats; front seat back zipper po fog lamps; Rear Parking Sensors; leather-w steering wheel; 2-Door Intelligent Access w button start; SecuriCode keyless entry keypa Garage Door Opener; and wireless charging		O		
Tech Package: B&O Sound System with 10 including a subwoofer and HD Radio Technolog Garage Door Opener; and wireless charging			O	
Premium Package: leather-trimmed seating 6-way power front-passenger seat; 4-way m head restraints; auto-dimming rearview mi Sound System with 10 speakers including a and HD Radio Technology; dual-zone electroni temperature control; body-color door handle Start System; Rear Parking Sensors; heate wheel; Universal Garage Door Opener; and charging pad				O

S: S
O:
P: F

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms fo Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connecti trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first. To activat seat. **4.** Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **5.** Horsepower, torque length and service availability may vary by model, model year or trim. Radio features, content and display may vary by vehicle. Some feat end of your trial period. Subscriptions offered and sold separately by SiriusXM for continued use after trial. Services are subject to the S complete terms and how to cancel which includes online methods or calling 1-866-635-2349. All fees, content and features are subjec water depth before attempting a crossing and proceed slowly. Refer to your Owner's Manual for detailed information regarding driving th distribution. **10.** When properly equipped with Class II Trailer Tow Package. Max. towing varies based on cargo, vehicle configuration, ac

rized with hitch-mounted bike rack;[1] roof-mounted cargo basket;[1,2] roof-
r flares;[1] and body-side molding.[1] Recreational equipment not included.

A. Cargo area protector

B. Sunscreen

C. Floor liners

D. Cargo box

AdvanceTrac, AppLink, Badlands, Big Bend, BLIS, Bronco, Built Wild, Easy Fuel, EcoBoost, Ford Co-Pilot360, Ford Credit, Ford Protect, nal Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriCode, SecuriLock, SelectShift, SOS Post-Crash Alert System, SYNC, r Company.

uto and Google are trademarks of Google LLC. Apple CarPlay and Siri are trademarks of Apple Inc., registered in the U.S. and other Licensed by Harman Becker Automotive Systems Manufacturing Kft. All rights reserved. HD Radio is a proprietary trademark of iBiquity llo Inc. and its respective subsidiaries. Yakima is a registered trademark of Yakima Products Inc.

iblicly available information and Ford certification data at time of release. Vehicles may be shown with optional equipment. Features may ents/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" s, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best

BRONCO WILD FUND

At Ford, our mission is to empower our organization, our dealer network and our communities to connect people to the outdoors, responsibly. It's about access and preservation. Inspired by the epic return of the legendary Ford Bronco™ SUV, we want to encourage people to go deeper into the outdoors. And motivate them to actively protect and enhance our public lands. Join us on our journey at **broncowildfund.com.**

BRONCO NATION

Bronco Nation is the first nationwide community for the modern Ford Bronco and the classic. Built by a passionate and knowledgeable gathering of enthusiasts, Bronco Nation celebrates an iconic brand and encourages everyone who loves Bronco to join. Check them out for curated content, community forums, events, interactive maps, and more – visit **thebronconation.com**.

YOU'RE INVITED TO A ONCE-IN-A-LIFETIME EXPERIENCE

An off-roading and outdoor adventure playground for all skill levels – the Bronco Off-Roadeo is designed to build your confidence, expand your skills and immerse you in the Bronco lifestyle. Enjoy incredible driving experiences at your choice of 4 epic destinations, while creating unforgettable memories and celebrating community, adventure and the great outdoors. As the original owner of a qualifying new 2022 Bronco Sport Badlands, you'll have one calendar year from the date of vehicle delivery to register and attend. Additional reservations will be available for purchase on a first-come, first-served basis. Find out more and register today at **broncooffroadeo.com**.

Ford Credit® Get the plan to lease or buy, For right for you. Ask your F us online at ford.com/f

Ford Insure. Insuranc for safe driving, offeri 40% off your auto insur your 2022 Bronco Spo and calculate a discou Visit fordinsure.com to

American Road Servi affiliate) is the licensed Ford Insure and is und Mutual Insurance Com Office: Columbus, OH. are not insurance com, underwriting guidelines and availability varies California. Discounts a elements; actual savir selections, rating factc

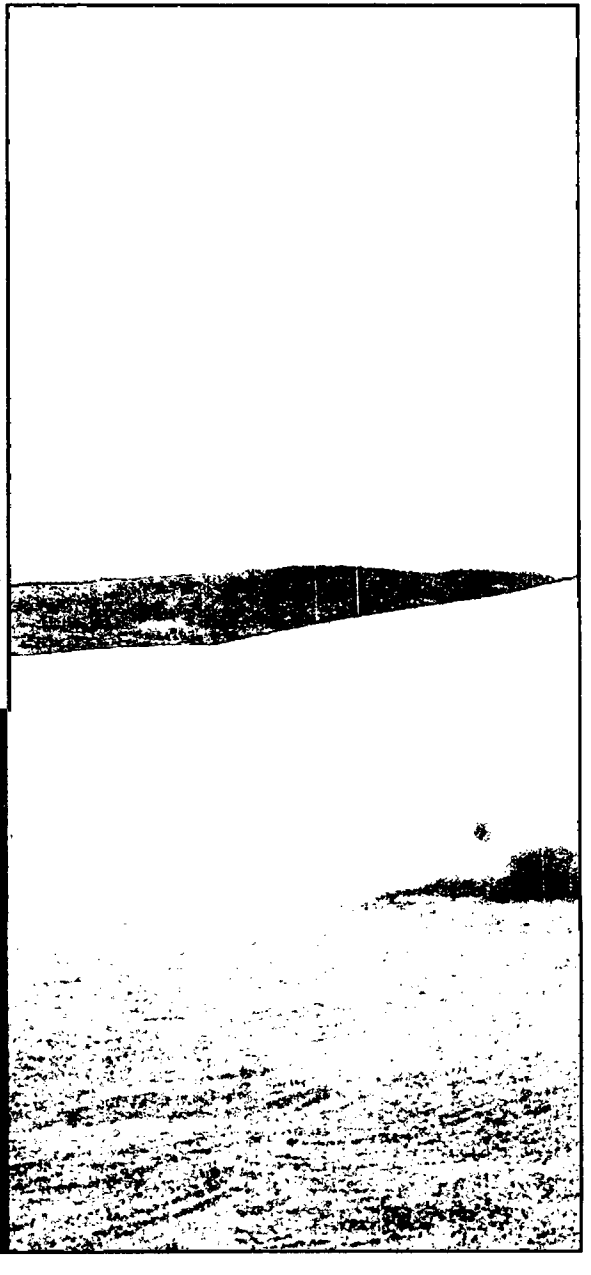
Ford Licensed Acc warranted by the acces FLA are designed and m manufacturer and have to Ford Motor Compan Contact your Ford Dea of all limited warranties

Ford Original Acce for whichever provides 24 months/unlimited of your Bumper-to-Bu (whichever comes first)

ford.com/broncospo

From day one, we had the future in mind. And over 118 years later, we continue that tradition of innovation. Ford Co-Pilot360™ Technology is helping push us closer to autonomous driving. The latest generation of voice-activated SYNC® fosters untethered communication. And our fully electric vehicles – the all-new 2022 Ford F-150 Lightning® pickup and the Mustang Mach-E® SUV – are charging across America.

We've always had our mind on the future. Now we're building it.



22BRSPDF

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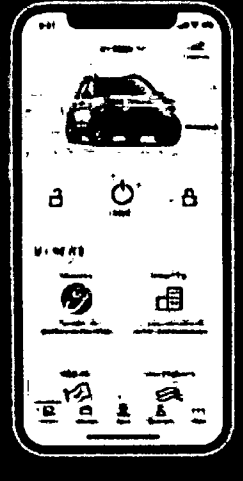


FordPass.
Built to Keep You Moving.™

Meet FordPass.™ The app[1] that lets you access complimentary remote features including start/stop and lock/unlock, monitor your fuel level and oil life,[2] and puts Rewards, Roadside Assistance[3] and more in the palm of your hand.

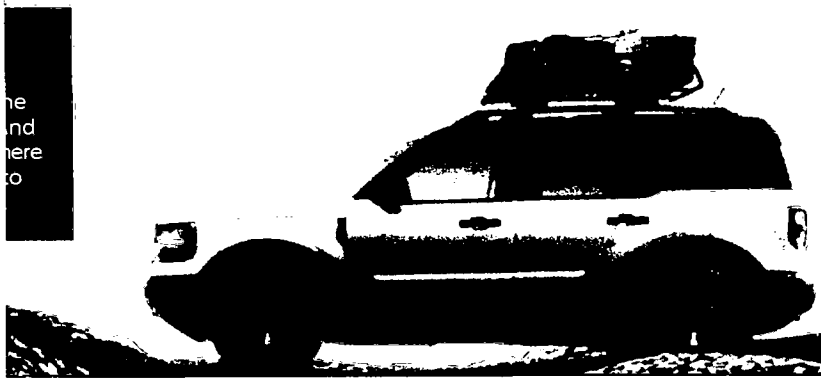
SCAN TO DOWNLOAD
or visit FordPass.com
Data rates may apply.

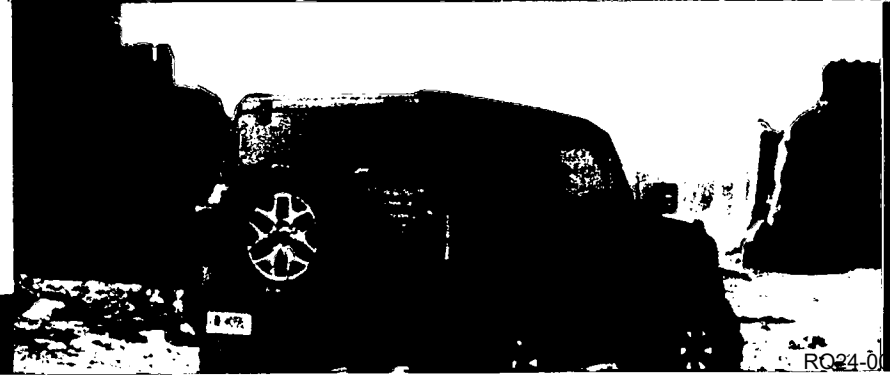
1. The FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. 2. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. 3. Roadside Assistance is included for certain owners and available to everyone for a per-service fee. Ford reserves the right to change program details without obligations. Ford Roadside Assistance is a complimentary offering to all Ford owners for up to 5 years or 60,000 miles (from the date of sale), whichever comes first.

Exhibit 9

T WILD™

The only domestic brand of SUVs with 4x4 standard across the board. Built Wild for thrilling off-road experiences and confident enough to take you deep into the extremes of outdoor adventure. The Bronco Brand will include 3 all-new rugged models: the all-new Bronco 2-door; the first-ever Bronco 4-door; and an all-new, small but tough SUV called the Bronco Sport.





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[ADVENTUROUS

Race-cultivated
give Bronco a cor
wild. Best-in-clas
with the 2.7L Ecol
of torque.[2] Or best
turbocharged en

Oxford White | Area 51 | Rapid Red Metallic Tinted Clearcoat[3] | Shadow Black[3] | Iconic Silver[4] | Velocity Blue[4]

BASE

Only the absolute essentials included and ripe for customization.

› Standard 4x4
› Easy-to-remove doors and roof

BIG BEND™

Creature comforts along with your standard Bronco features.

› Leather-wrapped steering wheel
› Available heated front seats

BLACK DIAMOND™

Next-level outdoor adventures complete with washout interior.

› Rear locking differential
› Modular front and steel rear bumpers

OUTER BANKS™

The trim that puts off-road style and tech front and center.

› 18" bright machined black high gloss-painted aluminum alloy wheels

BADLAND

The most capa
who crave the

› Front and re
› Front stainle

Exhibit 10

Try "Wrangler"

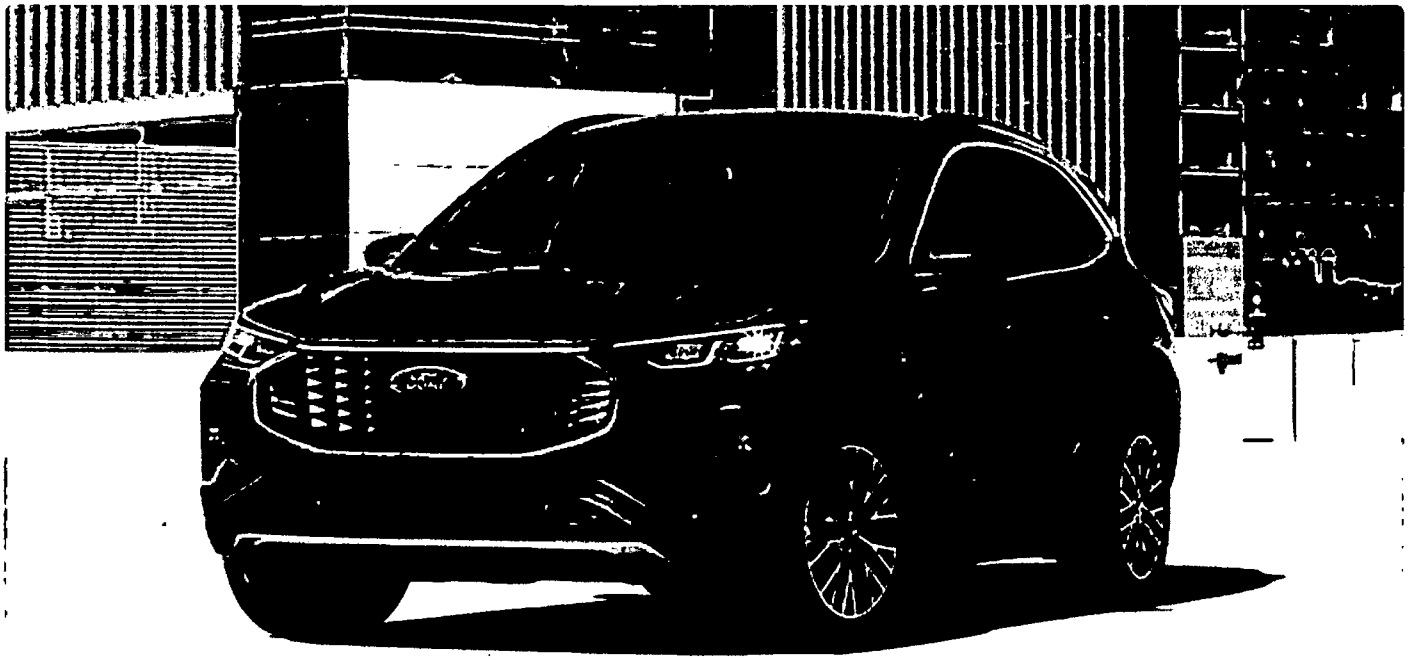
New Used Appraise Reviews

Home / Ford / Ford Escape

2023 Ford Escape

MSRP range: **$27,500 - $38,500**

Pricing Review Compare Features



good

7.7/10

Edmunds Rating

The Ford Escape provides most of what you'd expect of a small SUV, including a roomy cabin, helpful technology features and very comfortable seats. Storage capability isn't mind-blowing, but it's certainly good enough. The Escape's few but significant drawbacks include unrefined transmission shifting and a lack of handling precision.

#11 out of 15
Small SUVs

★★★★☆
39 Owner Reviews

RQ24-008 000346 LC

Select year
2023 - New

Select a type
SUV

Select a trim
Base - $28,995 MSRP

Total MSRP	$28,995
What others are paying	$29,243

Low supply is pushing the market average above MSRP.

Federal EV Tax Credit	not eligible

What Should I Pay

Check Availability

1 for sale near you

2022 Ford Escape

BUILD & PRICE

Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Escape

View Offers

Ford.com

See All for Sale

Shop vehicle inventory at dealers near you

See other years

RQ24-008 000347 LC

Try "Wrangler"

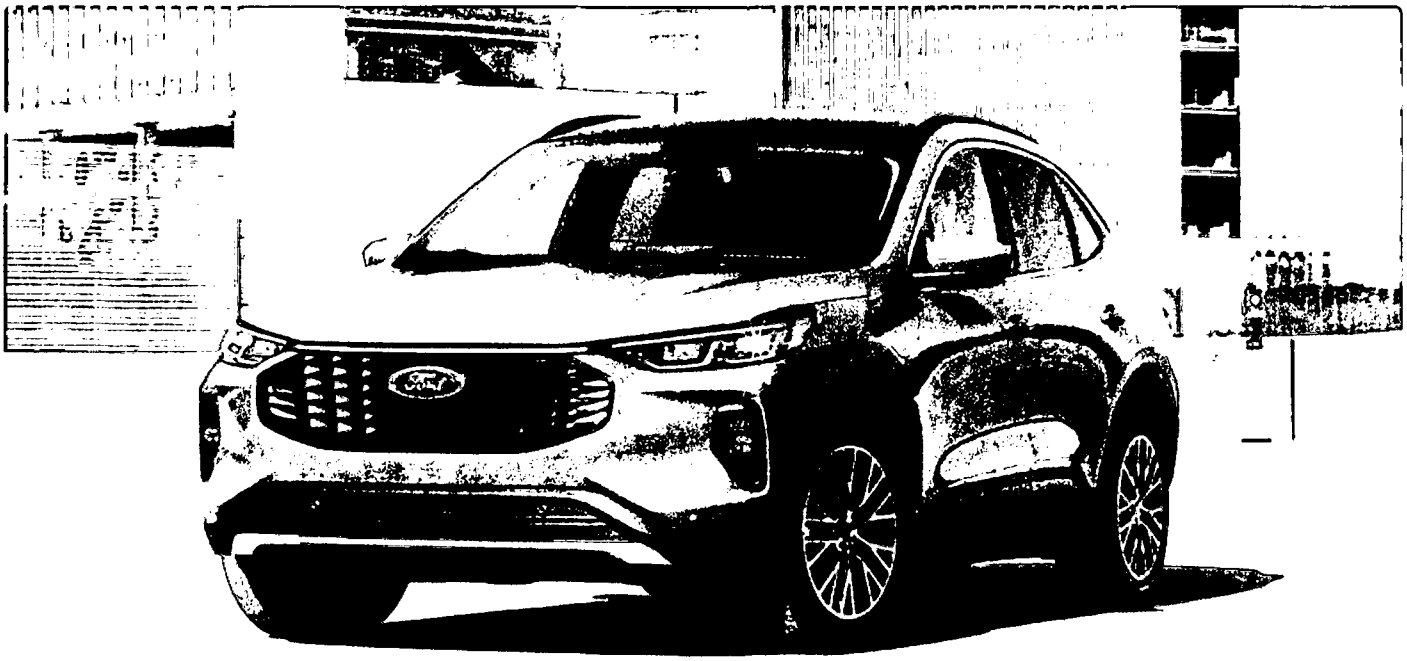
New Used Appraise Reviews

Home / Ford / Ford Escape

2023 Ford Escape

MSRP range: **$27,500 - $38,500**

Pricing Review Compare Features



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#11 out of 15
Small SUVs

★★★★☆
39 Owner Reviews

RQ24-008 000349 LC

Select year
2023 - New

Select a type
SUV

Select a trim
ST-Line Elite - $39,955 MSRP

Total MSRP	$39,955
What others are paying	$40,136

Low supply is pushing the market average above MSRP.

Federal EV Tax Credit	not eligible

What Should I Pay

Check Availability

10 for sale near you

2022 Ford Escape

BUILD & PRICE

Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Escape

View Offers

Ford.com

See All for Sale

Shop vehicle inventory at dealers near you

See other years

Exhibit 11

Try "RDX"

New Used Appraise Reviews

Home / Ford / Ford Bronco Sport

2023 Ford Bronco Sport

MSRP range: **$29,215 - $44,655**

Pricing Review Compare Features

average

7.6/10

Edmunds Rating

The newly introduced Ford Bronco Sport promised off-road capability, and it delivers. This is one small crossover that can tackle terrain and look good doing it. Technology and usable space are also strong points. However, the Bronco Sport struggles to meet expectations in several areas that rivals have long mastered such as ride comfort, rear passenger space, and confident steering and braking.

#12 out of 15
Small SUVs

★★★★☆
30 Owner Reviews

RQ24-008 000352 LC

Select year
2023 - New

Select a trim
Base - $30,810 MSRP

Total MSRP ⓘ	$30,810
What others are paying	$31,017

Low supply is pushing the market average above MSRP.

What Should I Pay

Check Availability

- 5 Colors
- 5 Trims
- 6 Packages

BUILD & PRICE

Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Bronco Sport

View Offers

Ford.com

See All for Sale

Shop vehicle inventory at dealers near you

See other years

2023 2022 2021 more

RQ24-008 000353 LC

Try "RDX"

New Used Appraise Reviews

Home / Ford / Ford Bronco Sport

2023 Ford Bronco Sport

MSRP range: **$29,215 - $44,655**

Pricing Review Compare Features

average

7.6/10

Edmunds Rating

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#12 out of 15
Small SUVs

★★★★★
30 Owner Reviews

Select year
2023 - New

Select a trim
Heritage Limited - $46,250 MSRP

Total MSRP	$46,250
What others are paying	$48,239

Low supply is pushing the market average above MSRP.

What Should I Pay

Check Availability

8 for sale near you

5 Colors
5 Trims
6 Packages

BUILD & PRICE
Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Bronco Sport

View Offers
Ford.com

See All for Sale
Shop vehicle inventory at dealers near you

See other years

2023 2022 2021 more

RQ24-008 000355 LC

Exhibit 12

(Except F-600/F-650/F-750/F-53/F-59
Over 19,500 lbs. GVWR and Electric Vehicles)

owner.ford.com

ford.ca

May 2022
First Printing
Litho in U.S.A.

FSC MIX Paper FSC® C102270

PW7J 19T201 AA

Ford

Case 2:23-cv-10420-SDK-APP ECF No. 1-13, PageID.193 Filed 02/17/23 Page 2 of 58

RQ24-008 000357 LC

This booklet explains the New Vehicle Limited Warranty coverages that apply to your Ford vehicle. Your satisfaction is our goal. If you are not satisfied with Ford's performance under the warranty, Ford participates in an informal warranty dispute settlement mechanism through the Better Business Bureau, which you can contact as follows: BBB AUTOLINE 1676 International Drive, Suite 550, McLean, VA 22102.

You may use the BBB Autoline without charge. An application is available from BBB (800-955-5100) or Ford (800-392-3673).

You must resort to the BBB Autoline mechanism before exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by the Magnuson-Moss Warranty Act, resort to the BBB Autoline Mechanism is not required by any provision of the Magnuson-Moss Warranty Act. Your state may require that you first resort to the BBB Autoline before exercising rights or seeking remedies created by your state's laws.

Further information on the BBB Autoline can be found on page 47.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE DURATION OF THE NEW VEHICLE LIMITED WARRANTY BUMPER TO BUMPER COVERAGE. Further information on implied warranties can be found on page 5.

ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES CAUSED BY DELAY, OR LOSS OF USE MAY NOT BE RECOVERED AND ARE DISCLAIMED AND EXCLUDED UNLESS APPLICABLE LAW PROHIBITS THEIR DISCLAIMER OR EXCLUSION. Further information on the disclaimers and exclusions can be found on page 5.

Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:	**In Canada:**
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 www.owner.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 M-F 8:30 AM - 8:00 PM (ET) www.ford.ca
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	**In Puerto Rico:**
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
In Middle East:	
Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.ford.com	

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2023-model car or light truck. If you bought a previously owned 2023-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 22-45).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 47 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle.

Your Ford or Lincoln dealership, or Ford or Lincoln Quality Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Territories, and it was originally registered/licensed and operated in the United States, U.S. Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2023-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS AND RACING USE

****** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. ******

****** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. ******

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO NEW VEHICLE LIMITED WARRANTY AND EMISSIONS WARRANTY

****** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 22-45. ******

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".
If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 47 of this booklet.

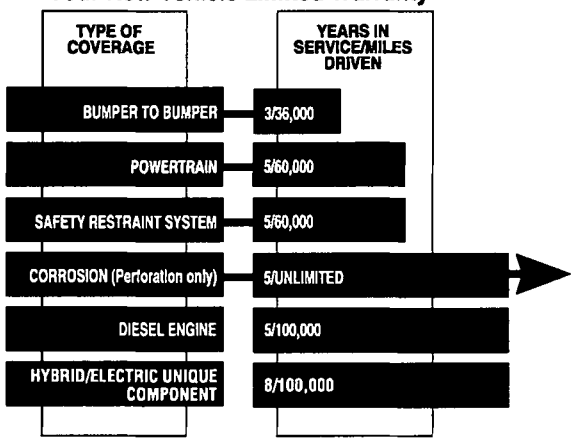
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 9-14)
→ **What is Not Covered?** (pages 14-19)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 14-19. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other

than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 18 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; **Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); **Front-Wheel Drive:** axle shafts, support bracket, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. **Four-Wheel/All-Wheel Drive:** axle shafts, support bracket, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss
The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 22-45.

If you own or lease a 2023-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

(6) Certain Commercial customers with a Valid Fleet Identification Number (FIN Code) are eligible for a five year / 100,00 mile limited powertrain warranty extension on the following vehicles: F-150 (Excluding Raptor), Super Duty (F-250 through F600) pickup, chassis cabs (F53/F59), Transit, Transit Connect and E-Series. Vehicle must be reported as a sales type "fleet" at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at www.fleet.ford.com/get-started.
This warranty extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains.

Ford Power-Up software updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-In Vehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips". Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.

- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
  - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
  - non-Ford Motor Company software, or
  - obsolescence of vehicle software or hardware
  - lack of network coverage or availability
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or Internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
  - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see Important Information about ambulance conversions (page 50)
- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.

- The Lithium-Ion battery (EV battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the Lithium-ion battery.
- If the component that caused the failure is beyond coverage and damages a component with remaining coverage, the entire repair is NOT reimbursable.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE
(UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- 12V Battery jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by a Ford or Lincoln Protect extended service plan, you may seek reimbursement for a tow charge under that plan.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

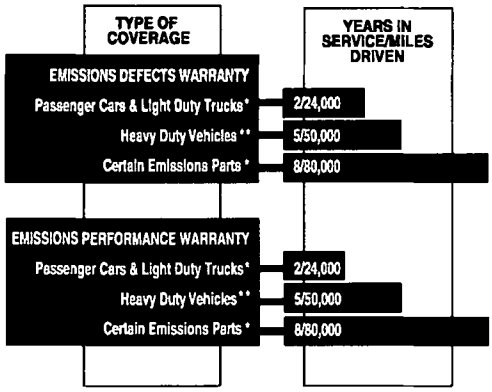
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Applies to vehicles up through 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR. Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

→ **Emissions Defect Warranty** (pages 23-24)
→ **Emissions Performance Warranty** (pages 24-25)
→ **What is Covered?** (pages 26-28)
→ **What is Not Covered?** (page 28)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What Is Covered?** on pages 26-28.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)

- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
  - — The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty. The 5 year or 50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
  - **· Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
  - — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plug-In Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-In Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV system and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until: (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 22).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY FOR VEHICLES WITH GVWR* OF 14,000 LBS. & UNDER	
Short-Term Warranty	3/50,000
Long-Term Warranty**	7/70,000
EMISSIONS DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 14,000 LBS.***	
(Gasoline engines)	5/50,000
(2021 and earlier engine model year diesel engines)	5/100,000
(2022 and later engine model year diesel engines)	5/110,000
EMISSIONS PERFORMANCE WARRANTY (Vehicles of 14,000 LBS.* & under)	3/50,000
TRANSITIONAL ZERO EMISSION VEHICLES (TZEV)***	15/150,000
DEFECTS AND PERFORMANCE WARRANTY*****	

* Gross Vehicle Weight Rating

** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up through 14,000 pounds GVWR).

*** Refer to your Vehicle Emission Control Information and Important Engine Information (if applicable) label for emissions certification information.

**** Except for the high voltage battery, which is covered for 10 years or 150,000 miles (whichever occurs first).

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state[1] that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

[1] Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up through 8,500 pounds GVWR) - California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington
- **Medium-Duty Passenger Vehicles** (up through 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up through 14,000 pounds GVWR) - California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up through 19,500 pounds GVWR) - California, Maine and Pennsylvania.

Vehicles Eligible for California Transitional Zero Emission Vehicle (TZEV) Emission Warranty Coverage

California Transitional Zero Emissions Vehicle (TZEV) extended emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state** that has adopted and is enforcing California TZEV emissions warranty regulations applicable to your vehicle at the time of repair, and
- Your vehicle is certified as a TZEV in California as indicated on the vehicle emission control information label.

**Subject to change, the following states have adopted and are enforcing California TZEV emission warranty regulations: California, Colorado, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island, and Vermont (NOTE: Delaware, Pennsylvania and Washington did not adopt the California TZEV emission warranty; standard California emission warranty coverage applies to all emission components. Oregon adopted high voltage battery TZEV warranty requirements only.)

For full details about coverage under California requirements for emissions control, see:

→ **Defects Warranties** (pages 32-41)
→ **Performance Warranty** (pages 32-35)
→ **What Is Covered?** (pages 36-41)
→ **What Is Not Covered?** (page 41)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2023-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 32-35, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever occurs first):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever occurs first):

If an emissions-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

For a list of the high-priced emission-related parts that are covered for 7 years or 70,000 miles, go to www.owner.ford.com /Owner Manuals.
Select the list that corresponds to the model and the model year of your vehicle. NOTE: This list is vehicle specific and may not be the same for all vehicles. It is based on the replacement cost of each specific part, which can vary between vehicle lines.

If Gross Vehicle Weight Rating is 8,501 lbs. through 14,000 lbs.:

- For 5 years or 50,000 miles (whichever occurs first) for components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
- **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

If Gross Vehicle Weight Rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline engines), 5 years or 100,000 miles (2021 and earlier engine model year diesel engines), and 5 years or 110,000 miles (2022 and later engine model year diesel engines) (whichever occurs first). Warranty coverage of 5 years or 50,000 miles (whichever occurs first) applies for components whose failure would increase the vehicle's emissions of air conditioning refrigerants. **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

For Vehicles Eligible for California TZEV Emission Warranty Coverage

Except as noted below, for 15 years or 150,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

NOTE: The TZEV warranty period for the high-voltage battery is 10 years or 150,000 miles (whichever first occurs).

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

California Air Resources Board
9528 Telstar Avenue
El Monte, California 91731

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plugin Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-In Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-In Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-In Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV System and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

COVERAGE FOR 2023 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY
APPLICABLE ONLY TO CALIFORNIA-CERTIFIED VEHICLES REGISTERED IN A STATE THAT HAS ADOPTED AND IS ENFORCING CALIFORNIA EMISSION WARRANTY REGULATIONS
(Coverage for up to 7 years/70,000 miles, whichever first occurs)

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-In Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
Instrument Cluster (2)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Battery Energy Control Module								X	X				X			
On-Board Battery Charger (1)									X							
High Voltage Traction Battery								X	X				X			
Battery Integrated Starter Generator													X			
CS Sensor Ring		X													X	X
Powertrain Control Wiring Harness (4)		X		X	X			X	X	X						
Sensor Coolant Temp				X		X				X	X					
Powertrain Control Module (PCM) / Engine Control Module	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Knock Sensor (KS)						X				X	X					
Wire Assembly - Engine Control and Sensors (4)								X	X				X			
Dash Panel & Headlamp Junction Wiring (4)	X	X	X		X	X	X	X	X		X	X	X	X		
Interior Wiring Assembly (4)						X	X				X	X	X		X	X
Roof Wiring Harness (4)	X	X	X	X	X			X	X	X				X	X	X
Main Wiring Assembly (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rear Lamp Wiring Assembly (4)							X							X		
Fuel Sender Wiring Assembly (4)	X	X	X		X			X	X						X	X
Fuse Assembly (4)						X					X	X	X			
Main Body Wiring Harness (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HVEDS Charge Port Harness								X	X				X			
Main Jumper Wiring Assembly (4)	X	X	X		X	X		X	X	X	X	X	X	X	X	X
Molded Lead Frame Wiring Harness (4)	X		X	X						X					X	X
Transmission Harness Connector (4)				X						X						
DCDC Converter and Bracket Assembly								X	X				X			
ISC and Bracket Assembly								X	X				X			
Valve Assembly - Htr Wtr Control (4)								X	X				X			
Pump Assembly Htr (1)(4)									X							
A/C Compressor								X	X				X			
A/C Condenser								X	X				X			
Condenser to Evaporator Tube													X			
A/C Expansion Valve													X			
A/C Evaporator Assembly								X	X				X			
HVAC Controller (1)								X	X							
ABS Module								X	X							
ABS Electronic Control Module (4)								X	X							
Power Steering Wiring Assembly (4)														X		
Exhaust to Turbo Gasket														X		
Catalytic Converter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-In Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
Converter Heat Shield										X						
Catalytic Converter and Pipe															X	X
Exhaust Manifold & Catalyst Assembly		X			X			X	X							
Camshaft Timing Assembly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Adjuster Assembly - Valve Lifter (4)			X	X	X	X	X	X	X	X	X	X	X	X	X	X
Arm Assembly - Valve Rocker (4)	X	X		X		X				X	X			X		
Valve Rocker Cover Assembly (RH, LH)			X	X	X	X	X			X	X	X	X	X		
Oil Pump Assembly (4)	X							X	X	X	X	X	X	X	X	
Oil Filter Tube Assy (4)			X		X											
Crankshaft Position Sensor (CKP)														X	X	X
Variable Camshaft Timing Assembly	X	X	X	X	X	X	X			X	X	X	X	X	X	X
Duct, Charge Air Cooler Cold										X						
Duct, Charge Air Cooler Hot			X	X						X						
Charge Air Cool Tube Assembly Inlet										X						
Charge Air Cool Tube Assembly Outlet				X						X						
Cylinder Head Temperature Sensor						X				X	X					
Camcover Gasket			X	X	X	X	X			X	X	X	X	X		
Turbocharger	X	X	X	X	X	X	X			X	X			X		X
Charge Air Cooler	X	X	X		X	X					X			X		
Catalytic Converter Gasket					X											
Engine Variable Camshaft Timing Solenoid				X	X	X	X				X	X	X	X		
Hybrid Powertrain Control Module (1)									X							
Transmission/Diff Assembly (4)						X	X				X	X		X	X	X
Transmission Control Assembly (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Inverter System Controller (1) (4)									X							
Transmission Harness Connector (4)														X		
Transmission Torque Clutch Solenoid Assembly (4)	X	X	X	X	X			X	X	X					X	X
Transmission Internal MLF Wiring Harness (4)	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X
Pressure Regulator Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Solenoid Assembly	X	X	X	X	X			X	X	X						
Pressure Regulator Solenoid Assembly	X	X	X	X	X			X	X	X					X	X
Output Shaft Speed (OSS) Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Fluid Temperature (TOT) Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Range Sensor / Detent Assembly	X	X	X	X	X			X	X	X	X	X	X	X	X	X
Transmission Solenoid - 5R110W	X	X	X	X	X			X	X	X					X	X
Turbine/Input Shaft Speed (TSS) Sensor Assembly															X	X
Emotor Front Module													X			
Thermostat Assembly						X					X					
Fan Shroud Harness (4)				X						X						
Valve Assembly - Htr Wtr Control (1)(4)								X	X							
Fuel Tank	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Tank Sender and Outlet Tube Assembly				X				X	X	X						

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-In Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
High Pressure Fuel Pump	X	X	X	X	X	X		X	X	X		X	X		X	X
Intake Manifold		X			X						X	X	X		X	X
Exhaust Manifold (Right Hand)												X	X	X	X	X
Exhaust Manifold (Left Hand)												X	X	X	X	X
Intake Manifold Gasket					X											
Intake Manifold Gasket LH		X														
Exhaust Manifold Gasket					X	X	X			X	X	X	X	X	X	X
Flat/Ring Exhaust Gasket		X				X				X				X	X	X
Fuel Tank Shield		X		X	X			X	X	X						
Fuel Injection Fuel Supply Manifold Assembly			X	X	X		X			X	X	X	X	X	X	X
Fuel Tube Return Line to Tank End		X		X	X			X	X	X						
EGR Valve Assembly														X		
Carbon Canister and Bracket Assembly				X						X					X	X
Rear Vapor Line Assembly Tank to Vapor Blocking Valve (VBV)						X					X	X	X			
EGR Outlet Pipe Gasket							X									
Inlet Tube (EGR)							X									
EGR Cooler and Bypass Valve						X	X									
EGR Tube to Manifold Connector												X	X	X	X	
Fuel Injector				X		X	X			X	X			X	X	X
Fuel Injector Fuel Supply Manifold												X	X	X	X	
Fuel Injector Charge Assembly			X	X			X			X	X	X	X	X	X	X
Injection Pressure Sensor										X	X	X	X			
Turbocharger			X	X	X	X	X									
Turbocharger Actuator Kit			X	X	X	X	X							X		
Direct Fuel Injector				X		X	X			X	X			X	X	
Fuel Delivery Module		X		X	X	X		X	X	X	X	X	X	X	X	X
Fuel Tube Supply	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Supply Line Tank to Bundle			X	X						X	X		X		X	X
Sensor to Rail Fuel Line	X		X	X						X	X	X		X		
Fuel Pump to Fuel Rail Tube				X						X	X	X	X	X	X	X
EGR Pressure Sensor						X				X						
Tank Assembly (without straps)				X			X			X				X		
Turbocharger Control Solenoid																X
Intake Manifold Lower												X	X		X	X
Exhaust/Emission Control Wire Assembly (4)															X	X
Exhaust to Turbo Gasket		X												X		X
Turbo Exhaust Adapter																X
Compressor Bypass Valve														X		
EGR Outlet Temperature Sensor						X										

(1) For Plug-In Hybrid Vehicles Only
(2) For Service Engine Soon/Malfunction Indicator Lamp (MIL) Functionality Concerns Only
(3) For EcoBoost/ Turbocharged Engine Only
(4) For MIL Illumination Only
(5) For Non-EcoBoost Engine Only

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Ford will cover damages to other vehicle components proximately caused by a failure under warranty of any warranted part.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual.**

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost of repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 47.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Protect Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect. Ford Protect service contracts are backed by Ford Motor Company or Ford Motor Service Company. Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect from any Ford Motor Company dealer or see our website at fordprotect.ford.com. There are several Ford Protect plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 3,200 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa and District of Columbia are not eligible for Ford Protect coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect coverage.

10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under the Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
1676 International Drive, Suite 550
McLean, VA 22102

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called "lemon laws" - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel over pressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

Exhibit 13

https://www.caranddriver.com/news/a26996233/2020-ford-escape-photos-info/

The 2020 Ford Escape Looks to Fill a Car-Shaped Hole in the Lineup

It's still a compact crossover, but Ford's sleek new fourth-generation Escape looks less SUV-like than ever before.

BY JOEY CAPPARELLA PUBLISHED: APR 2, 2019

MICHAEL SIMARI | CAR AND DRIVER

- **The Ford Escape compact crossover is new for 2020, with thoroughly different styling that makes it look lower and more carlike.**
- **A turbocharged 1.5-liter three-cylinder engine is standard, with a turbo 2.0-liter four-cylinder optional. Hybrid and plug-in-hybrid models also join the lineup.**
- **The gas models and the hybrid will go on sale in fall 2019, with the plug-in-hybrid Escape arriving in spring 2020.**

Now that it has begun the phaseout of nearly all of its passenger-car models, Ford is banking on the fact that hundreds of thousands of Focus, Fusion, and Taurus buyers will be willing to make the switch to the Blue Oval's many crossover offerings. So it seems to us that the company is hedging its bets by making the new 2020 Ford Escape look more carlike than ever before, with a lower, sleeker design that still maintains crossover proportions but abandons any sort of rugged-SUV pretensions.

MICHAEL SIMARI | CAR AND DRIVER

Smoother Styling

As it enters its fourth generation, the outgoing Escape sits as Ford's second biggest-selling nameplate in the United States, behind the F-series pickup-truck lineup. But it has fallen far behind its closest compact-crossover competitors in the sales race, having been significantly outsold by the Chevrolet Equinox, the Honda CR-V, the Nissan Rogue, and the Toyota RAV4 in 2018. It's no surprise, then, that Ford is now coming to battle armed with a fuller arsenal of Escape variants: in addition to two turbocharged gasoline engines and a revived Escape hybrid model, all of which go on sale this fall, Ford is also introducing a plug-in-hybrid model to the lineup that will go on sale in spring 2020. (See more details on the hybrid models here.)

Although the new Escape's shorter proportions and smoother lines may make it look smaller than its predecessor, it's actually longer and wider. The roof is slightly lower, but interior space is up, with Ford claiming significantly improved rear legroom and up to 37.5 cubic feet of cargo space behind the rear seats, 3.5 cubic feet more than before. In nonhybrid models, the rear seat now slides fore and aft on a 6.0-inch track.

FORD

Turbo Engine Options

The new Escape's base engine, a turbocharged 1.5-liter inline three-cylinder, is shared with Europe's new Ford Focus hatchback, with which it shares its basic underpinnings. A three-cylinder engine in a 3000-plus-pound crossover may sound a bit inadequate, but its 180 horsepower and 177 lb-ft of torque are fully competitive with other base engines in this class, and it can tow up to 2000 pounds. It pairs with an eight-speed automatic transmission with front-wheel drive or optional all-wheel drive. Cylinder deactivation can shut down one of the cylinders and allow it to operate as a two-banger under certain circumstances, which Ford says improves fuel economy by 6 percent (EPA estimates aren't available yet).

Unlike the RAV4, CR-V, and Rogue, the new Escape continues to offer an upgrade engine as an option on upper trim levels with considerably more power. As before, it's a turbocharged 2.0-liter four-cylinder, and it makes 250 horsepower and 275 lb-ft of torque, five more horses than this engine in the outgoing Escape. It too uses an eight-speed automatic transmission but comes only with all-wheel drive. It can tow up to 3500 pounds.

Standard and Optional Features

A similar set of trim levels is in play, starting with the Escape S and climbing through SE, SEL, and Titanium models. The 1.5-liter engine is standard on S, SE, and SEL models, with the 2.0-liter optional on the SEL, while the Titanium comes standard as a hybrid and offers the 2.0T as an option. The hybrid is also offered in an SE Sport trim.

Mirroring some competitors, Ford has made its CoPilot360 set of driver-assistance features standard on all models. This includes blind-spot monitoring, lane-keeping assist, automated emergency braking, and automatic high-beams. Adaptive cruise control and park assist are optional on the top Titanium model.

MICHAEL SIMARI | CAR AND DRIVER

All trims but the base S come with an 8.0-inch touchscreen with Apple CarPlay and Android Auto, and 4G LTE Wi-Fi capability is standard across the board. There's also an optional 12.3-inch digital gauge cluster, available on SE and higher trims. USB-C ports are available in addition to the standard USB ports, and there's an optional 10-speaker Bang & Olufsen sound system.

Ford has yet to release pricing for the new 2020 Escape, but we wager that it will be priced similar to its predecessor, starting somewhere around $25,000 and reaching above $40,000 with all the extras.

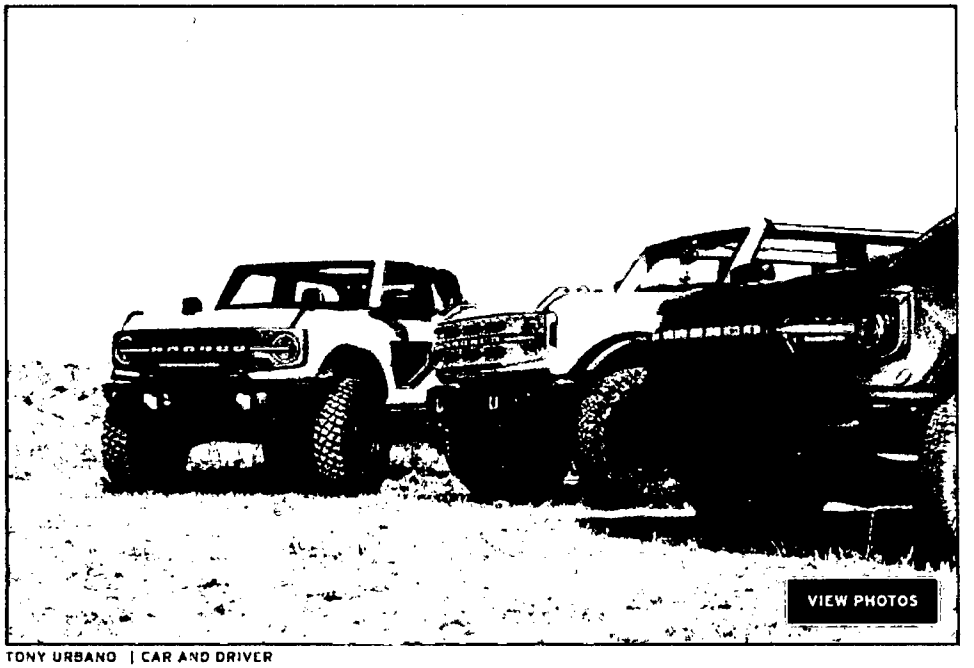
Exhibit 14

https://www.caranddriver.com/news/a33298341/2021-ford-bronco-bronco-sport-on-sale-dates/

2021 Ford Bronco and Bronco Sport On-Sale Dates and How to Order One

The Sport will be out before 2020 is over, but you'll wait nearly a year to get the Bronco. Meanwhile, Ford's taking $100 deposits starting tonight.

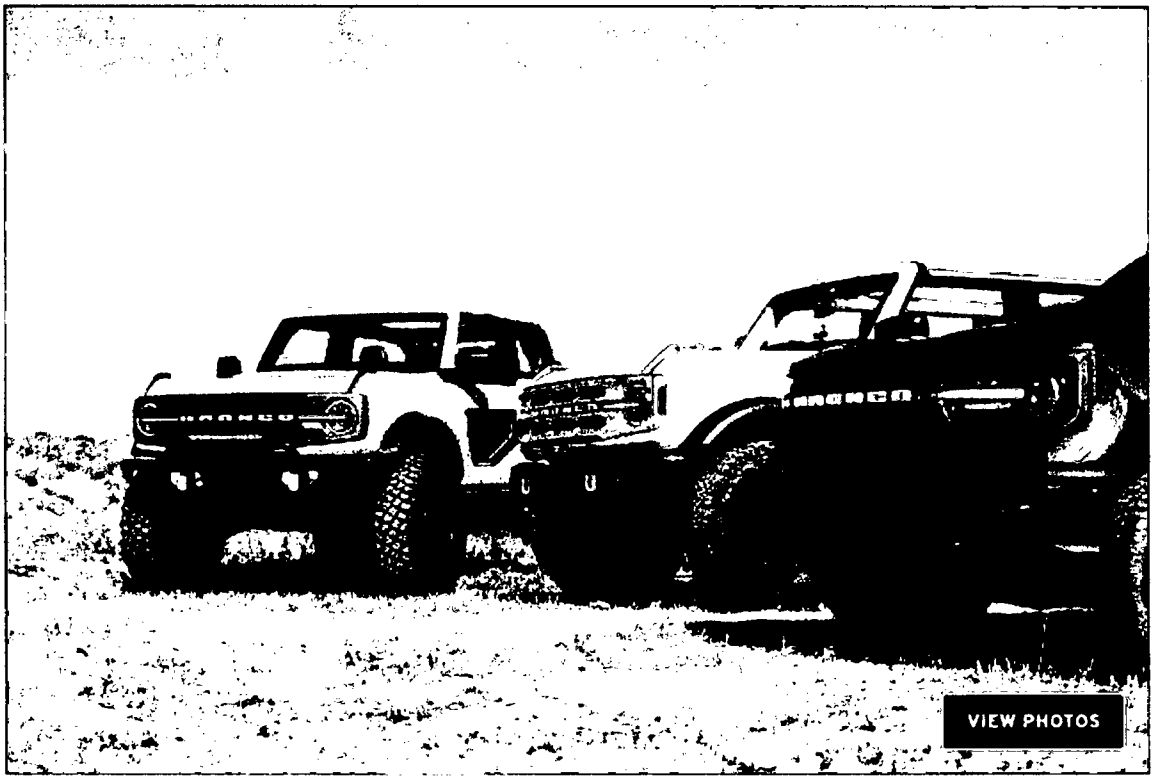
BY ROBERTO BALDWIN PUBLISHED: JUL 13, 2020



TONY URBANO | CAR AND DRIVER

- The Ford Bronco will arrive in dealerships in spring 2021, while the Bronco Sport will show up sooner, in late 2020.
- With the interest likely high for both vehicles, don't be surprised if the dates slip on some orders.
- Ford is currently accepting $100 refundable deposits on the Bronco and Bronco Sport.

THERE'S A SLIGHT CATCH



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THERE'S A SLIGHT CATCH

It's still too early to know how well the 2021 Ford Bronco and Bronco Sport will resonate with potential customers. Chances are, though, they'll be some of the most sought-after vehicles we've seen in a while, especially the "regular" Bronco, which will come in two- and four-door versions. How long will you have to wait to get your hands on a vehicle if you place a deposit today? According to Ford, it depends on which Bronco you choose.

ALL THE DETAILS

All of the Off-Road Goodies on the New Ford Bronco

New Bronco Is Here—It's Everything You Hoped For

2021 Ford Bronco's Six Trim Levels Explained

For those looking for a milder version of Ford's freshly minted Built Wild lifestyle, the Bronco Sport will start being delivered to dealerships later this year. Meanwhile, the two- and four-door Broncos won't land in showrooms until the spring of 2021.

When *you* get your Bronco, of course, is a whole other issue. If the Bronco is the blockbuster hit that Ford hopes it'll be, your vehicle might take a bit longer to be dropped off on your doorstep. There are also likely timing issues around which trim level might get first consideration on the production lines at the Wayne, Michigan, plant for the Bronco or the Hermosillo, Mexico, facility for the Bronco Sport. For example, the limited-production First Edition Bronco will likely get first dibs on the Michigan line.

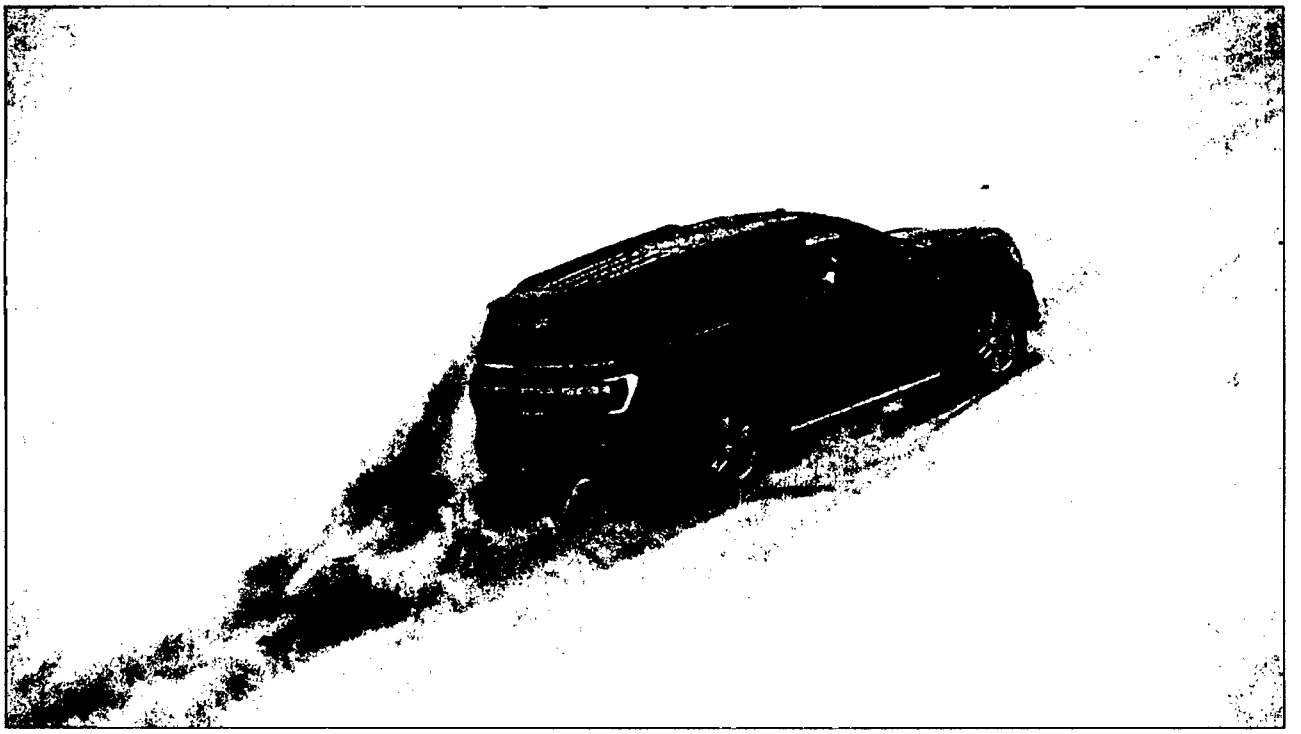
Whichever you choose, Ford is currently taking $100 refundable deposits, so if you must have either Bronco as quickly as possible, you're going to want to throw a digital Benjamin at Ford as quickly as possible.

Exhibit 15

Ford Media Center

TESTING IN THE EXTREMES: HOW FORD'S MULTIPLE TESTING FACILITIES PUSH VEHICLES TO THE LIMIT

07.10.2019. | DUBAI, UAE,



DUBAI, UAE, October 7, 2019 – Ford's comprehensive lineup of testing facilities around the world puts vehicles through everything from the extreme, to the everyday, to ensure that only world-class vehicles roll off the production line.

Across facilities in Thailand, India, Australia, the Middle East and China, Ford vehicles and components are 'shaken, rattled and rolled' in a variety of tests, some conducted in temperatures ranging from an arctic minus 40 degrees Celsius, to desert-scorching heat of over 50 degrees Celsius.

The Middle East

Based out of Jebel Ali, near Dubai, in the UAE, the engineering team at Ford's Product Development base take the heat during testing on a daily basis.

Thanks to extremely high ambient temperatures during the summer months – and a country covered primarily in sprawling desert landscapes – hot weather testing in the UAE places vehicles under real world conditions quite unlike that experienced anywhere else on the planet.

"With ambient temperatures of up to 50 degrees Celsius, we need to ensure our cooling systems, engine, transmission, driveline systems, and also our passenger comfort are all robust to temperatures like this," said Ziyad Dallalah, Chief Resident Engineer, Ford Middle East and Africa.

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"Driving in deep sand places a unique load on the engine and transmission – with high revs at low speed. That means the engine works very hard, placing demands on systems that rely on the engine for power – like the air-conditioning."

Dust and sand can also play havoc with engine internals and suspension components by accelerating wear on moving parts, so the team also monitors sand and dust egress on the engine, dampers and the cabin to make sure every Ford remains a comfortable place to be, even in the peak heat of a Middle East summer.

Thailand and India

The Ford labs in Thailand and India are on the frontline of maintaining customer sanity by eliminating the little things about vehicles that drivers can often find exasperating.

At Ford's 'Voice of the Customer' Fleet facilities at the Ford Thailand Manufacturing (FTM) plant, and Sanand Vehicle Assembly Engine Plant (SVAEP) in India, engineers walk in the shoes of customers, emulating the rough and tumble they might put their vehicle through in a variety of conditions and climates. In one of the labs, an environmental road simulator recreates years of travelling over tricky road surfaces, like cobblestones, to check that there are no annoying squeaks or rattle noises.

Hot and cold chambers at both facilities test the functionality of things like the rear liftgate, the hood and electrical features such as the interior heater in temperatures ranging from a sweltering 49 degrees Celsius, to a bone-chillingly low minus 29 degrees. While customers in Thailand and India are pretty unlikely to experience temperatures that low, the team needs to consider customers in the dozens of cold climate countries the Ranger pickup, Everest SUV, EcoSport and Figo are exported to throughout the world.

"Testing our vehicles under controlled environmental conditions gives us the ability to protect our customers by capturing issues associated to varying temperatures and different road surfaces," said Jay Rada, Asia Pacific Voice of the Customer Fleet Manager, New Model Program.

Australia

Ford's You Yangs Proving Ground (YYPG) in the kangaroo-filled paddocks outside Melbourne, Australia is the oldest of Ford's testing facilities in Asia Pacific, and is also home to some of the most demanding tests conducted anywhere in the industry. Given the rapid changes now underway in the global auto business, Ford's 950-hectare facility is currently undergoing an upgrade, allowing the company to test a greater range of products and driver assist technologies.

One of the many tests that prototype and pre-production vehicles will undergo at the proving ground is the Total Durability Cycle. This sped-up evaluation runs around the clock, day and night, to simulate 10 years, or 240,000km, of severe customer usage in just a few weeks. Gravel roads, cobblestones, pot-holes, curbs and water baths feature in this grueling test. Just for good measure, environmental factors like dust, water and mud are thrown in, while dynamometers simulate towing heavy loads in traffic and over mountain passes.

"The reason we go to such extreme lengths of testing is to ensure our customers are buying the best possible vehicle," said Stephen Andrews, Corrosion Supervisor at Ford's testing facility in Australia.

RQ24-008 000428 LC

"These tests push the vehicle much further than your typical consumer would, so we can be confident in the fact they will perform when out in the real world – and if we find anything untoward during testing stages, we have the opportunity to rectify it," added Andrews.

Another extreme test Ford engineers undertake at the YYPG is the full Vehicle Corrosion Test, which runs for 12 weeks straight, 24 hours a day, seven days a week, so vehicles can withstand even the most humid, salty conditions a coastal life can bring.

Consisting of a controlled humidity soaking, followed by a shake-down over various road surfaces, this arduous test exposes the vehicle to salt, dust and gravel, all the while ambient temperatures and humidity levels drop and spring back like a yo-yo.

The total accumulated mileage for the Vehicle Corrosion Test is a whopping 10,000km, which represents approximately six years of exposure to such regions as the East Coast of Australia or the West Coast of New Zealand.

Just when the vehicles think it's over, all body panels are removed to check out how they fared for corrosion resistance – even the hidden underbody parts. This process also ensures all areas are assessed for appearance, function and serviceability. Knowing exactly what sections and body parts of the vehicle are effected in certain ways allows Ford's engineers to better guard against long-term environmental impact.

Nanjing, China

Ford's new environmental chambers in Nanjing, China, takes vehicles to the extreme by shaking, roasting and crashing vehicles to test their performance.

The first of the three chambers – the sun-load camber – recreates hours of a car sitting in relentless sunlight. High-intensity lamps heat the chamber to a peak of 45 degrees Celsius, which causes some parts of the car to reach a scorching 107 degrees –hot enough to fry an egg.

To protect against the extreme conditions, Ford engineers who venture inside the chamber to verify the equipment wear an aluminum-coated suit that makes them look like astronauts from a 1960s science fiction movie. The suit is a precaution in case any the metal parts melt and spray in the direction of the engineer while they're in the chamber, and can protect the wearer from environmental temperatures of up to 200 degrees Celsius.

"During these tests we're looking for any indications that a material or part will change or warp when exposed to heat and intense sunlight," said Breeze Shi, Test Engineering Supervisor at Ford's VEV environmental chamber in Nanjing. "Any bubbling or deforming would make us make improvements so that customers won't face the same issue."

In the second chamber, tests replicate what a particular component will experience over 240,000 kilometers on incredibly bumpy roads – all in a mere 72 hours. Vehicle components are strapped to a multi-axel simulation table – a hydraulic platform that shakes, and shakes, then shakes some more. If that wasn't enough, the tests are carried out in conditions ranging from minus 40 degrees Celsius to 95 degrees. The tests are a way to assess vehicle performance under extremes of use that aren't practical to replicate on the test track.

The final test chamber is about a crucial vehicle component that can save your life: airbags. If airbags don't deploy at the right speed, or safely enough, they can be less effective. The airbag deployment chamber in Nanjing uses ultra-slow motion cameras to record deployment so that

RQ24-008 000429 LC

Ford's engineers can critically analyze every millisecond of the process to identify potential problems.

When it comes to safety every detail is important, which is why Ford's engineers in Nanjing also test airbag deployment in temperatures ranging from negative 40 to 65 degrees Celsius. But this created a problem for Ford's engineers: the camera equipment can't operate in those temperatures. To overcome this problem, the engineering team developed an innovative work-around, "We came up with a rail system that allows us to cool or heat the entire testing mount in a separate chamber, and then roll it into an adjacent room for the actual test," said Shi. "We can move the entire system and deploy the test in just two minutes, while the airbag prototype is still really hot or cold."

The range and intensity of tests that Ford puts its cars through at its facilities across the region are designed to ensure maximum performance and safety even under the harshest conditions – to learn more, check out this video.

To download the Word document of this press release in Arabic, click here

To download the Word document of this press release in English, click here

About Ford Motor Company
Ford Motor Company is a global company based in Dearborn, Michigan. The company designs, manufactures, markets and services a full line of Ford cars, trucks, SUVs, electrified vehicles and Lincoln luxury vehicles, provides financial services through Ford Motor Credit Company and is pursuing leadership positions in electrification, autonomous vehicles and mobility solutions. Ford employs approximately 196,000 people worldwide. For more information regarding Ford, its products and Ford Motor Credit Company, please visit www.corporate.ford.com.
Ford's history in the Middle East goes back more than 60 years. The company's local importer-dealers operate more than 155 facilities in the region and directly employ more than 7,000 people, the majority of whom are Arab Nationals. For more information on Ford Middle East, please visit www.me.ford.com.

Ford Middle East is also a responsible corporate citizen with currently various CSR initiatives running in the region including the Ford Motor Company Conservation & Environmental Grants, Ford Warriors in Pink® breast cancer awareness campaign, Ford Driving Skills for Life for young drivers and the Henry Ford Entrepreneurship Academy education initiative for young entrepreneurs.

RQ24-008 000430 LC

UNITED STATES DISTRICT COURT

[redacted]

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware Limited Liability Company,

Defendant.

AMENDED CLASS ACTION COMPLAINT

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Plaintiffs file this lawsuit individually and on behalf of proposed nationwide and state Classes. Plaintiffs allege the following based on personal knowledge as to their own acts and experiences and, as to all other matters, based on the investigation of counsel:

I. INTRODUCTION

1. The most important duty of a car manufacturer is to provide consumers with a safe car. A second duty is to tell consumers the complete truth about any issues that may impact the safety, performance, or appeal of a car at the point of sale. A third and related duty is to promptly warn consumers and fix or replace a car where the manufacturer learns of an issue that implicates serious safety concerns. Finally, when a car manufacturer recalls a vehicle to institute a fix, the fix should address the risk involved. The fix should not create new safety or environmental problems, nor should it simply be a band-aid that does not address the underlying wound.

2. Ford Motor Company ("Ford") breached these fundamental duties by selling Ford Escapes and Ford Bronco Sports equipped with fuel injectors that are prone to cracking, presenting a serious fire risk. Then, though Ford knew of the fire risk prior to launching the vehicles, it did nothing to promptly warn owners and lessees, instead waiting over a year to announce a safety recall. And while Ford now is implementing a "fix" to prevent these vehicles from catching on fire, it has

chosen not to design or issue a *bona fide* fix that addresses the underlying problem that is causing the fuel injectors to crack. Instead, Ford has focused only on mitigating the risk that fuel that leaks from a cracked fuel injector will accumulate near the exhaust and turbo system where it may combust, while leaving the fuel itself to run onto the roadways, or onto vehicle owners' driveways and garages. What is more, Ford's perfunctory "fix" creates new safety and environmental issues that Ford has not addressed.

3. Model Year 2020–2023 Ford Escapes and 2021–2023 Ford Bronco Sports with 1.5L engines (the "Fire Risk Vehicles") are equipped with fuel injectors that are prone to cracking. Cracked fuel injectors in the engine allow fuel to leak at a rate as high as 19 liters per hour into the cylinder head, where it can travel out via a drain hole and down onto the hot exhaust and turbo system, resulting in under hood fires (the "Spontaneous Fire Risk").

4. The Spontaneous Fire Risk exposes putative class members to an unreasonable risk of accident, injury, death, or property damage if their vehicle leaks such fuel and vapors or catches fire while in operation. The Spontaneous Fire Risk also exposes passengers, other drivers on the road, and other bystanders to an unreasonable risk of accident, injury, death, and property damage.

5. Ford knew of this fire risk prior to releasing these models for sale, and it still has not remedied that risk. Not only did Ford fail to disclose the

Spontaneous Fire Risk to consumers both before and after their purchases of Fire Risk Vehicles, but it also misrepresented the vehicles' safety, reliability, functionality, and quality by this omission. Ford also omitted the consequences, including the serious safety hazards and monetary harm caused by the Spontaneous Fire Risk—e.g., damage to a vehicle and injury or death to persons in the vehicle or another vehicle in proximity should the Fire Risk Vehicle catch on fire and/or damage to property from fuel and vapors leaking onto roadways and driveways, and into garages.

6. Reports relating to the Spontaneous Fire Risk were made to Ford as early as September 9, 2020.[1] Yet Ford continued to sell the Fire Risk Vehicles and did nothing to warn purchasers of the Spontaneous Fire Risk until it issued a recall on March 25, 2022.[2] But even that recall, Ford now admits, was insufficient: it dealt with damaged oil separators only, and it did not address any problems with fuel injectors that are prone to cracking.[3] When under-hood fires erupted in 10

[1] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire (Nov. 18, 2022), https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[2] **Exhibit 2**, NHTSA Part 573 Safety Recall Report 22V-191 (Mar. 25, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V191-3103.PDF.

[3] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire (Nov. 18, 2022), https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf; *see also* **Exhibit 2**, NHTSA Part 573 Safety Recall Report 22V-191 (Mar. 25, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V191-3103.PDF.

additional Fire Risk Vehicles—after the oil separator recall had been completed—Ford next admitted that these vehicles were also equipped with fuel injectors that were prone to cracking and leaking fuel onto the engine.[4] Ford nonetheless further delayed a recall pertaining to the cracked fuel injectors until November 18, 2022.[5]

7. To date, Ford has admitted that there have been at least 54 reports of under-hood fires[6] in a vehicle population of 521,778.[7] Of these fires, 17 have been confirmed as likely the result of a cracked fuel injector,[8] and at least two of these fires resulted in injuries.[9] Ford estimates that one percent of all Fire Risk Vehicles have the fuel injector defect.[10] This equates to over 5,200 vehicles that may

[4] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire (Nov. 18, 2022), https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[5] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

[6] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire (Nov. 18, 2022), https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[7] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

[8] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire (Nov. 18, 2022), https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[9] *Id.*

[10] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

severe damage and injury a vehicle fire can cause, the rates of a defect leading to a fire must be near zero to be tolerable.

8. While Ford has belatedly recalled the Fire Risk Vehicles and instituted a "fix," the fix Ford is using to resolve the Fire Risk does not address the manufacturing flaws in the fuel injectors that are causing fuel and vapors to leak into the cylinder head (and subsequently onto the exhaust and turbo system) at a rate of 19 liters per hour. Instead, Ford's solution is to (1) update engine control software to detect a pressure drop in the fuel rail and provide messaging to the driver to seek service as well as to derate engine power output and reduce temperatures of possible ignition sources, and (2) install a drain tube to allow fuel to drain from the cylinder head drain hole to the ground below the vehicle.[11] Ford has not even attempted to resolve the underlying issue with the fuel injectors, which it could easily do by replacing them with non-defective fuel injectors, disingenuously claiming that "the root cause is still under investigation."[12]

9. Ford's solution is plainly inadequate. In fact, one Plaintiff's vehicle caught fire four days *after* she had received Ford's "fix." On March 27, 2023,

[redacted]

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

vehicle, without warning, caught on fire while pulling up to a stop sign. The vehicle was totaled.

Plaintiff's Fire Risk Vehicle on fire on March 27, 2023

10. Aside from being an inadequate solution because it does nothing to address the known defective fuel injectors, Ford's "fix" also creates new problems. The "fix" can cause the vehicle's engine to derate at any moment, reducing the vehicle's maximum power and speed. The "fix" therefore replaces one safety concern with another, particularly if the driver is operating on a busy motorway when the engine derates. What's more, allowing fuel and vapors to leak out of the Fire Risk Vehicles creates an environmental hazard and sets the stage for future property damage and possible injury.

11. A vehicle that has a risk of spontaneously igniting while in operation is not fit for its ordinary purpose. And a "fix" that does nothing to actually address a known underlying issue, and in fact creates additional problems, is not a fix at all. Ford is placing an unfair burden on Class members whose vehicles are still equipped with fuel injectors that may crack and leak fuel, and who may now additionally face the risk of fuel and vapors leaking onto their property.

12. Ford knew about the Spontaneous Fire Risk before the Fire Risk Vehicles went to market. At the very least, Ford certainly knew about the Spontaneous Fire Risk well before it issued its recall, as evidenced by: (1) the rigorous pre-launch testing of the Fire Risk Vehicles; (2) the direct and public reports of fires in 54 Fire Risk Vehicles; and (3) Ford's own investigation of fires in the Fire Risk Vehicles.

13. Ford offers no reimbursement to Fire Risk Vehicle owners and lessees for out-of-pocket expenses, loss of use, and loss of value. Because a *bona fide* repair to the fuel injectors is not being made, putative class members are left without a safely operable vehicle for an unknown and potentially lengthy period. At best, they are left with, in effect, a wounded vehicle that may derate and may cause unwanted fuel drainage.

14. To add further insult to injury, rather than do the right thing and globally offer to provide consumers with a comparable loaner vehicle while Ford fully resolves the issue, Ford has done nothing of the sort.

15. Because of Ford's omissions regarding the Spontaneous Fire Risk and failure to promptly act in disclosing and providing a remedy, it has violated state consumer protection acts, been unjustly enriched, and breached implied warranties of merchantability. Plaintiffs and other owners and lessees of the Fire Risk Vehicles have been injured in fact, incurred damages, and suffered ascertainable losses in money and property. Had Plaintiffs and putative Class members known of the Spontaneous Fire Risk or Ford's purported "fix," or the derating and modifying of their vehicle to add an uncapped fuel drainage passage, then they would either not have purchased or leased their vehicles or would have paid less for them. Fires in the Fire Risk Vehicles necessitate expensive repairs, car rentals, car payments, towing charges, property damage, time off work, loss of use, and other

miscellaneous costs. And Plaintiffs and Class members whose vehicles have undergone Ford's "fix" must now additionally contend with potential property damage due to leaked fuel and vapors, as well as with the possibility that their vehicle's engine might derate at any moment, including while the Plaintiff or Class member is driving on a motorway.

16. Plaintiffs bring this class action to redress Ford's misconduct. Plaintiffs seek damages and a repair under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 23-1-2312, state consumer protection acts, state implied warranty acts, and unjust enrichment at common law.

II. JURISDICTION

17. This Court has original jurisdiction over this lawsuit under the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d)(2) and (6), because Plaintiffs and Defendant are citizens of different states; there are more than 100 members of the Nationwide Class and each Subclass (as defined herein); the aggregate amount in controversy exceeds $5 million, exclusive of attorneys' fees, interest, and costs; and Class members reside across the United States. The citizenship of each party is described further below in the "Parties" section.

18. This Court has personal jurisdiction over the Defendant by virtue of its transactions and business conducted in this judicial district, and because Defendant is headquartered in Michigan. Defendant has transacted and done

business, and violated statutory and common law, in the State of Michigan and in this judicial district.

III. VENUE

19. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Defendant transacts substantial business and is headquartered in this district.

IV. PARTIES

A. Plaintiffs

[redacted] laintiff" where he is a resident and citizen. Plaintiff purchased a 2022 Model Year Ford Bronco Sport on or about May 30, 2022, from a dealership in Los Angeles, California. Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

21. Plaintiff purchased his Fire Risk Vehicle as his primary, day-to-day vehicle. He regularly uses the vehicle for his own transportation needs, and Plaintiff's husband also frequently rides in the vehicle. Plaintiff and his husband also periodically use the Fire Risk Vehicle to take road trips from Los Angeles to cities and national parks throughout the western United States.

22. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led him to conclude, at the time of his purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before his purchase.

23. Plaintiff does not believe that updating the vehicle's software to warn him of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

24. Had Plaintiff been aware of the Spontaneous Fire Risk—or had he known that Ford's purported "fix" would be ineffective, could cause his vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing

environmental or property damage—he would not have purchased this vehicle, or he would have paid less for the vehicle.

2. [redacted]

25. Plaintiff and proposed class representative [redacted] ("Plaintiff" for the purposes of this section) is domiciled in Fort Lauderdale, Florida, where he is a resident and citizen. Plaintiff purchased a 2021 Model Year Ford Bronco Sport on January 20, 2022, from a dealership in North Miami, Florida. Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

26. Plaintiff purchased his Fire Risk Vehicle as his primary, day-to-day vehicle. He regularly uses the vehicle for his own transportation needs.

27. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led him to conclude, at the time of his purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before his purchase.

28. Plaintiff does not believe that updating the vehicle's software to warn him of a potential problem or installing a tube to drain fuel away from the vehicle

is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

29. Had Plaintiff been aware of the Spontaneous Fire Risk—or had he known that Ford's purported "fix" would be ineffective, could cause his vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—he would not have purchased this vehicle, or he would have paid less for the vehicle.

3. [redacted]

30. Plaintiff and proposed class representative [redacted] ("Plaintiff" for the purposes of this section) is domiciled in [redacted] where he is a resident and citizen. Plaintiff purchased a 2022 Model Year Ford Bronco Sport on or about September 30, 2022, from a dealership in [redacted] Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

31. Plaintiff purchased his Fire Risk Vehicle as his primary, day-to-day vehicle. He regularly uses the vehicle for his own transportation needs. He also uses the vehicle to transport family and friends.

32. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led him to conclude, at the time of his purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before his purchase.

33. Plaintiff does not believe that updating the vehicle's software to warn him of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

34. Had Plaintiff been aware of the Spontaneous Fire Risk—or had he known that Ford's purported "fix" would be ineffective, could cause his vehicle's

engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—he would not have purchased this vehicle, or he would have paid less for the vehicle.

4. [redacted]

35. Plaintiff and proposed class representativ[redacted] for the purposes of this section) is domiciled in [redacted] resident and citizen. Plaintiff purchased a 2021 Model Year Ford Bronco Sport on May 7, 2021, from a dealership in [redacted] is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

36. Plaintiff purchased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly uses the vehicle for her own transportation needs. She also uses the vehicle to transport her grandchildren.

37. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability, safety, and the vehicle's benefits for use by families. Plaintiff's trust in the Ford brand led her to conclude, at the time of her purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety, reliability, and family-friendly aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before her purchase.

38. Plaintiff does not believe that updating the vehicle's software to warn her of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

39. Had Plaintiff been aware of the Spontaneous Fire Risk—or had she known that Ford's purported "fix" would be ineffective, could cause her vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—she would not have purchased this vehicle, or she would have paid less for the vehicle.

5. [redacted]

[redacted] for the purposes of this section) is domiciled in [redacted] Sport on or about March 5, 2022, from a dealership in Foxborough, Massachusetts.

Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

41. Plaintiff purchased his Fire Risk Vehicle as his primary, day-to-day vehicle. He regularly uses the vehicle for his own transportation needs. He also uses the vehicle to transport his children, aged 18 and 14, to and from school.

42. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability, safety, and the vehicle's benefits for use by families. Plaintiff's trust in the Ford brand led him to conclude, at the time of his purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety, reliability, and family-friendly aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before his purchase.

43. Plaintiff does not believe that updating the vehicle's software to warn him of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

44. Had Plaintiff been aware of the Spontaneous Fire Risk—or had he known that Ford's purported "fix" would be ineffective, could cause his vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—he would not have purchased this vehicle, or he would have paid less for the vehicle.

6. [redacted]

45. ("Plaintiff" [redacted] York, where she is a resident and citizen. Plaintiff leased a 2022 Model Year Ford Bronco Sport on or about June 6, 2022, from a dealership in Bay Shore, New York. Plaintiff's Ford Bronco Sport was a Fire Risk Vehicle that suffered from the Spontaneous Fire Risk.

46. Plaintiff leased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly uses the vehicle for her own transportation needs. Her son also regularly used the vehicle.

47. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led her to conclude, at the time of signing her lease, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite

touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before she leased the vehicle.

48. Plaintiff became aware of the recall regarding her Fire Risk Vehicle in January 2023. However, when she called her local Ford dealership that same month to have her vehicle undergo Ford's "fix," she was informed that the necessary parts were not available. Plaintiff called the dealer again in early February 2023, and was again informed that the necessary parts to effectuate the recall were unavailable.

49. On February 21, 2023, Plaintiff's son was driving the Fire Risk Vehicle in the early morning hours and parked the vehicle in Plaintiff's driveway at approximately 4:00 a.m. Thirty minutes later, the vehicle caught on fire. Plaintiff's son was still awake at the time the vehicle caught fire and was able to call the fire department in time to prevent damage to Plaintiff's home or physical injury to any individual. The vehicle itself, however, was irreparably damaged.

Plaintiff's Fire Risk Vehicle after the Fire on February 21, 2023

50. When Plaintiff took her vehicle to her local body shop, the technician informed her that a defect with the vehicle's fuel injector was likely the cause of the fire. Three days later, an inspector from the Government Employees Insurance

Company (GEICO) viewed the vehicle for purposes of responding to Plaintiff's insurance claims; this inspector also agreed that a faulty fuel injector was likely the cause of the fire.

51. Since the fire, Plaintiff has been plagued with thoughts of what would have happened had her son been in the vehicle when it caught on fire. She regularly has nightmares about the incident and has experienced increased anxiety in her day-to-day life.

52. Plaintiff does not believe that updating the vehicle's software to warn her of a potential problem or installing a tube to drain fuel away from the vehicle would have been an adequate "fix" because these changes would not have addressed the underlying manufacturing problems with the fuel injectors. Plaintiff believes Ford's fix should remedy the underlying issue. She also believes Ford should compensate her for the harm she has sustained.

53. Had Plaintiff been aware of the Spontaneous Fire Risk—or had she known that Ford's purported "fix" would be ineffective, could cause her vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—she would not have leased this vehicle, or she would have paid less for the vehicle.

7. [redacted]

[redacted]

on or about March 20, 2021 from a dealership in Yonkers, New York. Plaintiff's Ford Escape is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

55. Plaintiff leased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly uses the vehicle for her own transportation needs.

56. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led her to conclude, at the time of signing her lease, that the Ford Escape was a reliable and safe vehicle. However, despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before she leased the vehicle.

57. Plaintiff does not believe that updating the vehicle's software to warn her of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel,

then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

58. Had Plaintiff been aware of the Spontaneous Fire Risk—or had she known that Ford's purported "fix" would be ineffective, could cause her vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—she would not have leased this vehicle, or she

resident and citizen. Plaintiff purchased a 2022 Model Year Ford Bronco Sport in April 2022 from a dealership in Klamath Falls, Oregon. Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

59. Plaintiff purchased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly uses the vehicle for her own transportation needs and for long-distance travel. Her husband also uses the vehicle for his transportation needs.

60. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety.

Plaintiff's trust in the Ford brand led her to conclude, at the time of purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before she purchased the vehicle.

61. Plaintiff does not believe that updating the vehicle's software to warn her of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

62. Had Plaintiff been aware of the Spontaneous Fire Risk—or had she known that Ford's purported "fix" would be ineffective, could cause her vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—she would not have purchased this vehicle.

Washington, where she is a resident and citizen. Plaintiff purchased a 2022 Model Year Ford Bronco Sport on October 10, 2022, from a dealership in Spokane Valley, Washington. Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

64. Plaintiff purchased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly uses the vehicle for her own transportation needs. She also regularly uses the vehicle to take her friend, also a veteran, to medical appointments.

65. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led her to conclude, at the time of her purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before she purchased the vehicle.

66. Plaintiff does not believe that updating the vehicle's software to warn her of a potential problem or installing a tube to drain fuel away from the vehicle is

an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's property.

67. Had Plaintiff been aware of the Spontaneous Fire Risk—or had she known that Ford's purported "fix" would be ineffective, could cause her vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—she would not have purchased this vehicle, or she would have paid less for the vehicle.

10.

68.

for the pur

he is a resident and citizen. Plaintiff purchased a 2022 Model Year Ford Bronco Sport on or about April 29, 2022, from a dealership in St. Alban's, West Virginia. Plaintiff's Ford Bronco Sport is a Fire Risk Vehicle that suffers from the Spontaneous Fire Risk.

69. Plaintiff purchased his Fire Risk Vehicle as his primary, day-to-day vehicle. He regularly uses the vehicle for his own transportation needs. He also uses the vehicle to transport his minor daughter to and from school, sports matches, and Girl Scout outings, among other activities.

70. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability, safety, and the vehicle's benefits for use by families. Plaintiff's trust in the Ford brand led him to conclude, at the time of his purchase, that the Ford Bronco Sport was a reliable and safe vehicle. However, despite touting the safety, reliability, and family-friendly aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before his purchase.

71. Plaintiff does not believe that updating the vehicle's software to warn him of a potential problem or installing a tube to drain fuel away from the vehicle is an adequate "fix" because these changes do not address the underlying manufacturing problems with the fuel injectors. If a manufacturing issue renders the fuel injectors in Plaintiff's vehicle susceptible to cracking and leaking fuel, then Plaintiff believes Ford's fix should remedy that issue, and it should not just provide an escape route for that fuel to end up on the roadway or on Plaintiff's driveway, which is located just a few feet from Plaintiff's house.

72. Had Plaintiff been aware of the Spontaneous Fire Risk—or had he known that Ford's purported "fix" would be ineffective, could cause his vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—he would not have purchased this vehicle, or he would have paid less for the vehicle.

11. Kellie Gillian (West Virginia)

73. [redacted] where she is a resident and citizen. Plaintiff purchased a 2020 Model Year Ford Escape on or about November 12, 2022, from a dealership in Princeton, West Virginia. Plaintiff's Ford Escape was a Fire Risk Vehicle that suffered from the Spontaneous Fire Risk.

74. Plaintiff purchased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly used the vehicle for her own transportation needs. She also used the vehicle to regularly transport her grandchildren.

75. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led her to conclude, at the time of purchasing her vehicle, that the Ford Escape was a reliable and safe vehicle. However, despite

touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before she purchased the vehicle.

76. Plaintiff became aware of the recall regarding her Fire Risk Vehicle in February 2023, after bringing her vehicle to Ramey Ford Princeton because of a bad fuel smell outside of her vehicle.

77. Plaintiff's vehicle received Ford's "fix," but four days later, on March 27, 2023, Plaintiff was driving home from a doctor's appointment when her vehicle, without warning, caught on fire while pulling up to a stop sign. Plaintiff had to exit the vehicle quickly and, luckily, was not transporting any of her grandchildren at the time. The Fire Department responded to the scene. The vehicle was totaled.

Plaintiff's Fire Risk Vehicle on fire on March 27, 2023

Plaintiff's Fire Risk Vehicle after the fire on March 27, 2023

Plaintiff's Fire Risk Vehicle after the fire on March 27, 2023

78. Since the fire, Plaintiff has been plagued with thoughts of what would have happened had her grandchildren been in the vehicle when it caught on fire. She has also experienced increased fear and anxiety with respect to driving.

78. Having received Ford's recall merely four days prior to her vehicle catching on fire, Plaintiff does not believe that updating the vehicle's software to warn of a potential problem or installing a tube to drain fuel away from the vehicle was an adequate "fix" because these changes did not address the Defect with the fuel injectors or prevent her vehicle from catching on fire. Plaintiff believes Ford's fix should have remedied the underlying issue. She also believes Ford should compensate her for the harm she has sustained.

79. Had Plaintiff been aware of the Spontaneous Fire Risk—or had she known that Ford's purported "fix" would be ineffective, could cause her vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—she would not have purchased this vehicle, or she would have paid less for the vehicle.

[redacted]

Crosse, Wisconsin at the time she purchased her 2021 Model Year Ford Bronco Sport. Plaintiff purchased the vehicle on or about September 20, 2021, from a dealership in Viroqua, Wisconsin. Plaintiff's Ford Bronco Sport was a Fire Risk

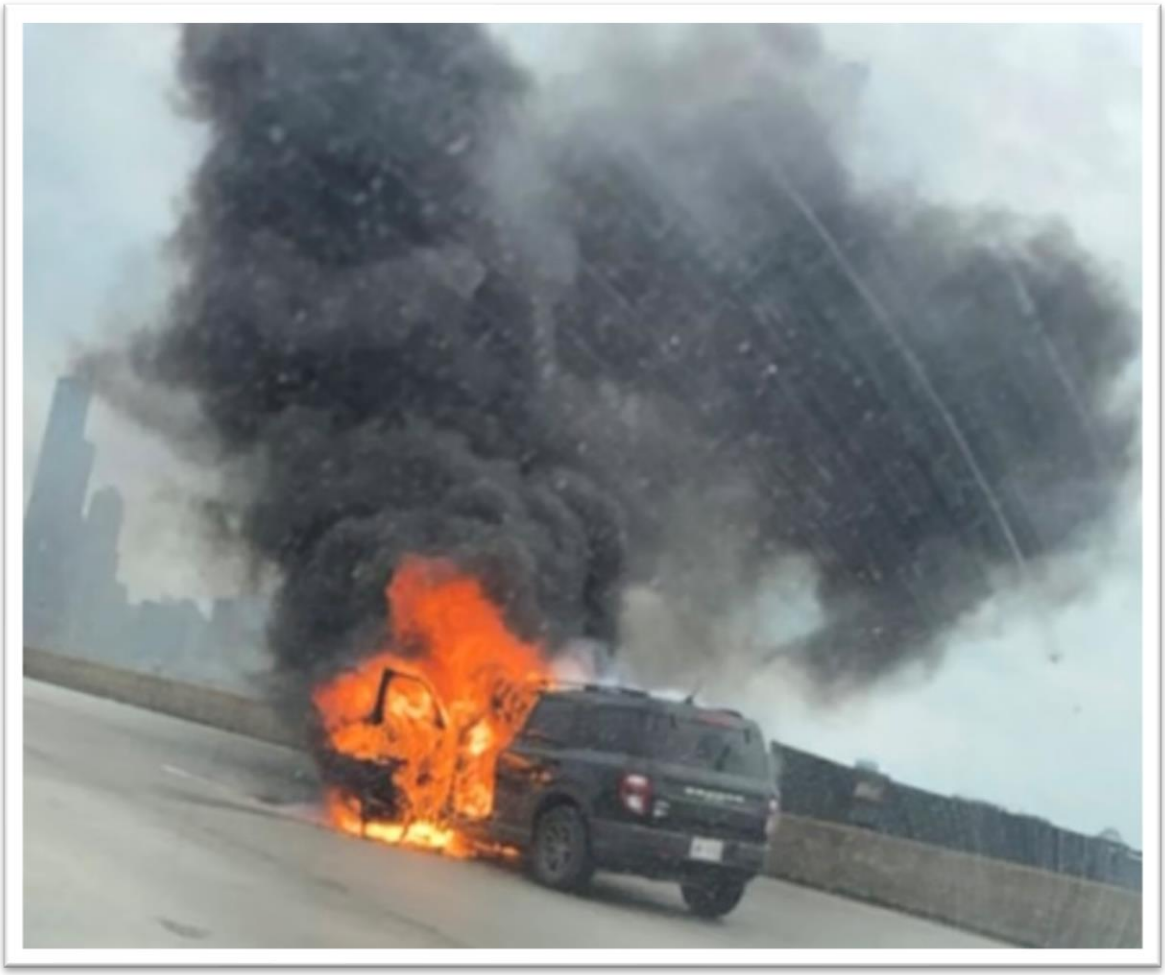
Vehicle that suffered from the Spontaneous Fire Risk. Since purchasing the Fire Risk Vehicle, Plaintiff has moved t [redacted]

80. Plaintiff purchased her Fire Risk Vehicle as her primary, day-to-day vehicle. She regularly used the vehicle for her own transportation needs, including driving to her nearby workplace.

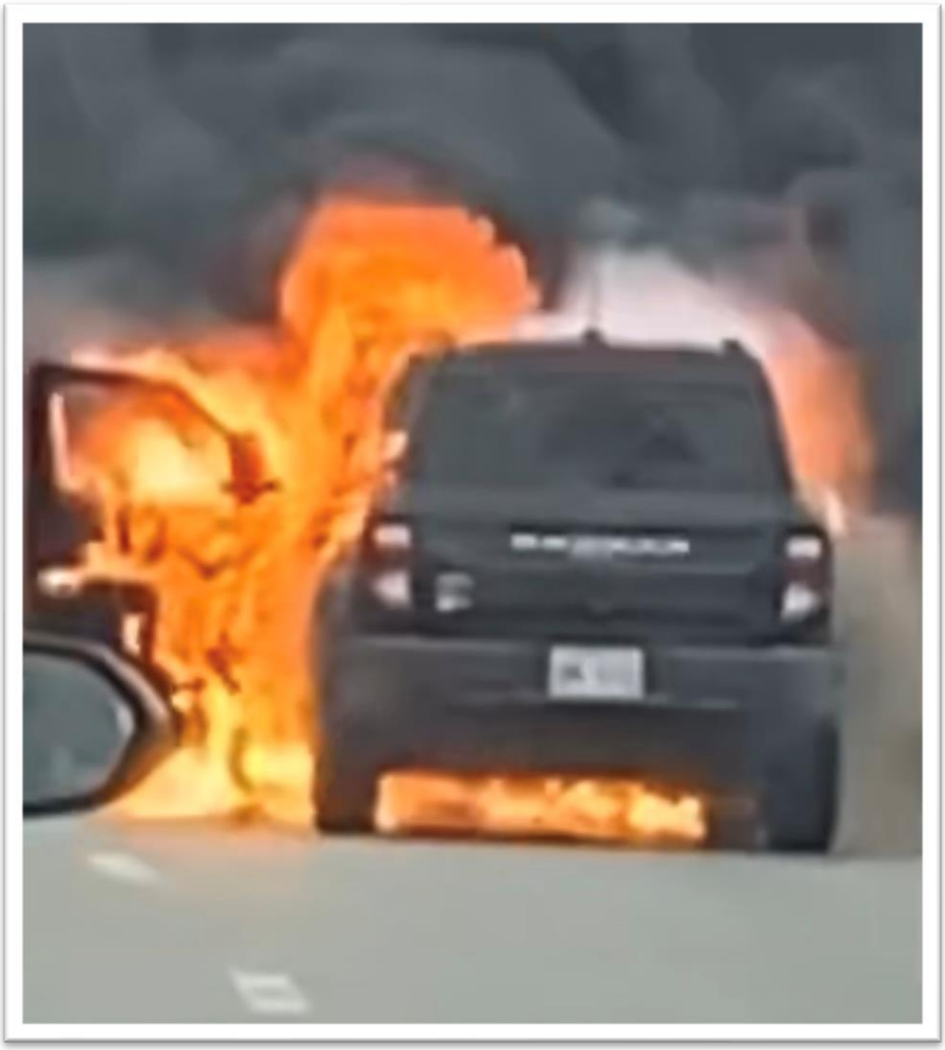
81. Through exposure and interaction with Ford, Plaintiff was aware of Ford's uniform and pervasive marketing messages of reliability and safety. Plaintiff's trust in the Ford brand led her to conclude, at the time of purchase, that the Ford Bronco Sport was a reliable and safe vehicle. In fact, Plaintiff had originally wanted to purchase a Jeep, but she decided to purchase a Ford Bronco Sport instead because she believed it would be a safer vehicle. Despite touting the safety and reliability aspects of the Fire Risk Vehicle, at no point did Ford or its agents or other representatives disclose the Spontaneous Fire Risk to Plaintiff before she purchased the vehicle.

82. On the afternoon of February 16, 2022, Plaintiff was driving her Fire Risk Vehicle on the Dan Ryan Expressway in Chicago. Plaintiff was attempting to change lanes in the middle of bumper-to-bumper traffic when her vehicle suddenly lost power. Plaintiff realized the vehicle had turned off. She then noticed a plume of black smoke emanating from the vehicle's hood. Plaintiff was unable to move the vehicle from the middle of the highway while cars rushed by her on both sides.

She immediately called 911 to alert authorities while carefully opening the driver's side door wide enough so that she could escape the vehicle. A driver of a passing semitruck, seated high enough above traffic to see the smoke rising from Plaintiff's vehicle, came to her aid, helping her escape just before the vehicle burst fully into flames.

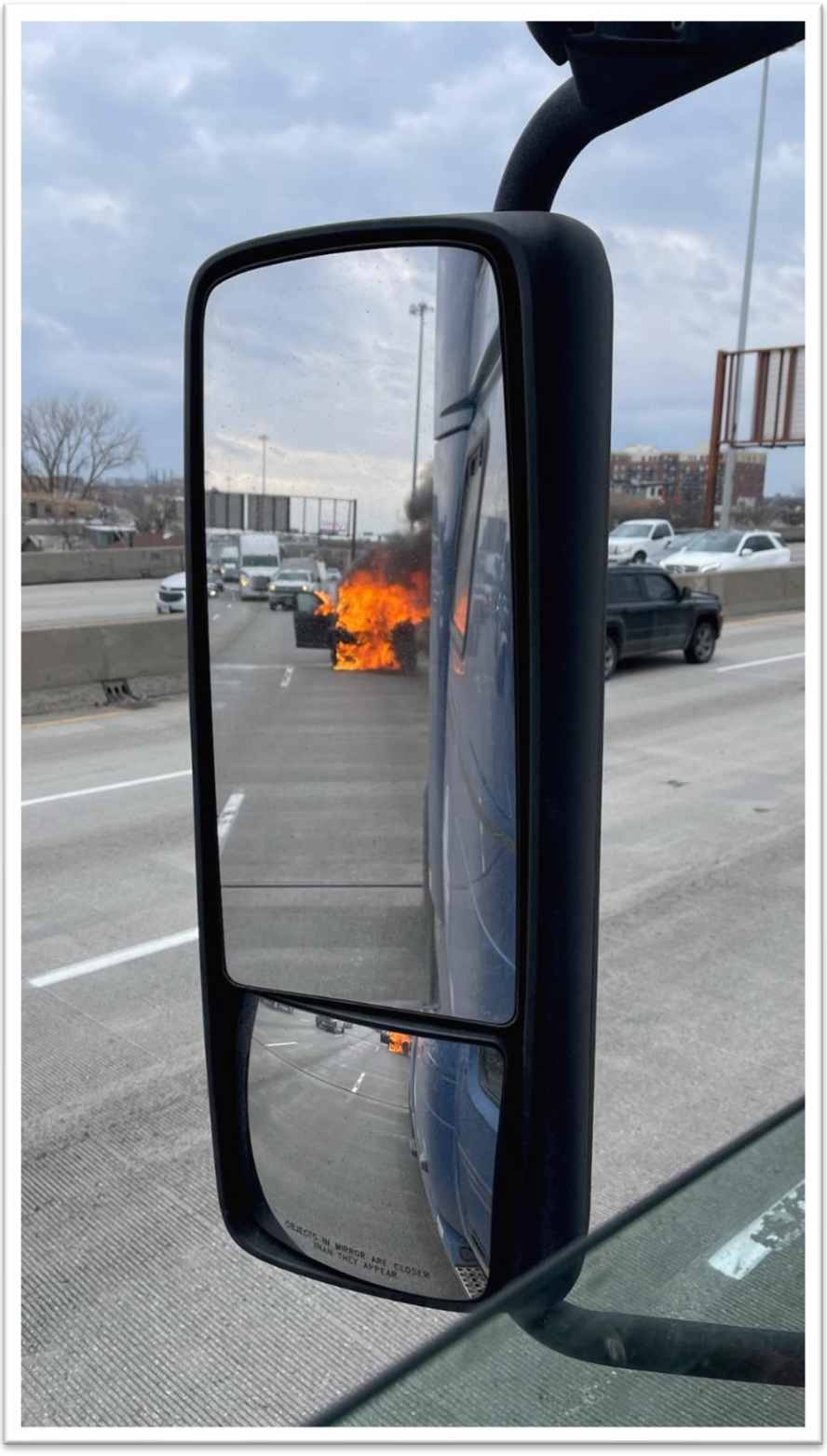


Plaintiff's Fire Risk Vehicle on February 16, 2022

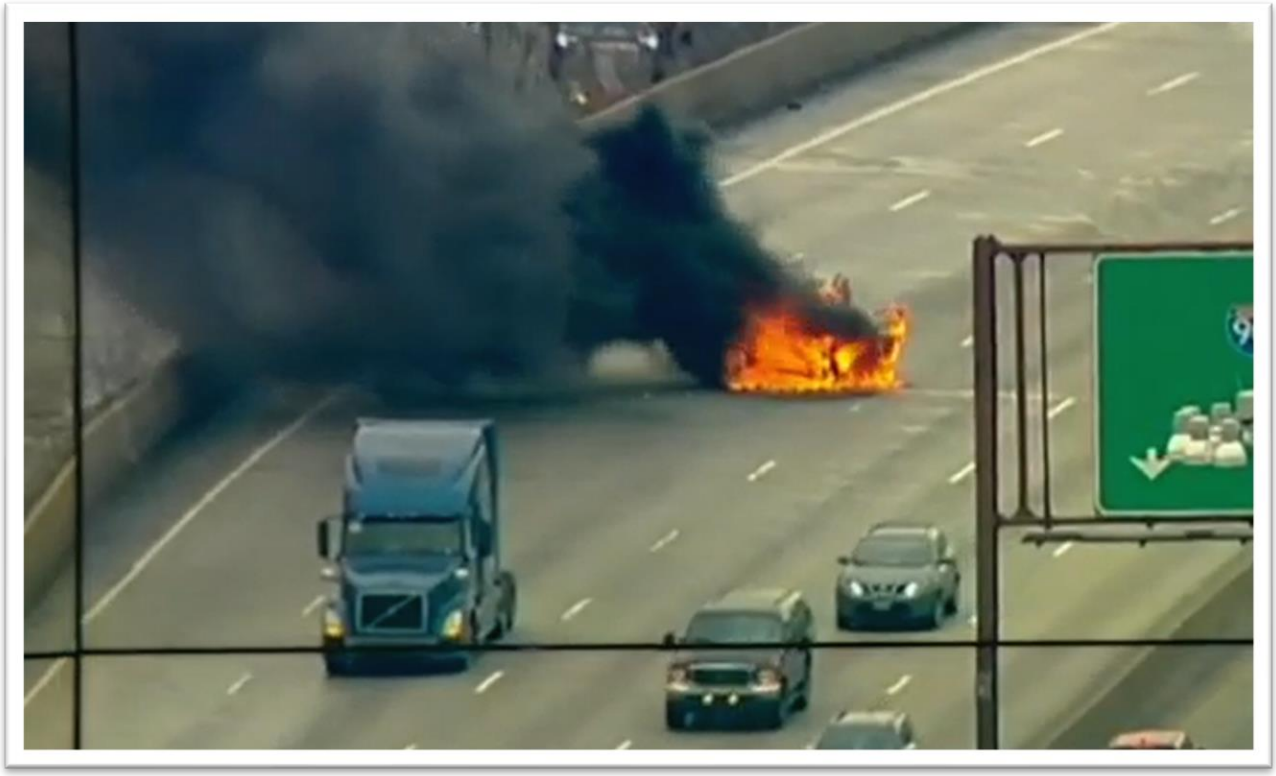


Plaintiff's Fire Risk Vehicle on February 16, 2022

83. Plaintiff watched flames engulf her vehicle from the cabin of the semi.



View of Plaintiff's Fire Risk Vehicle in Semi Mirror on February 16, 2022

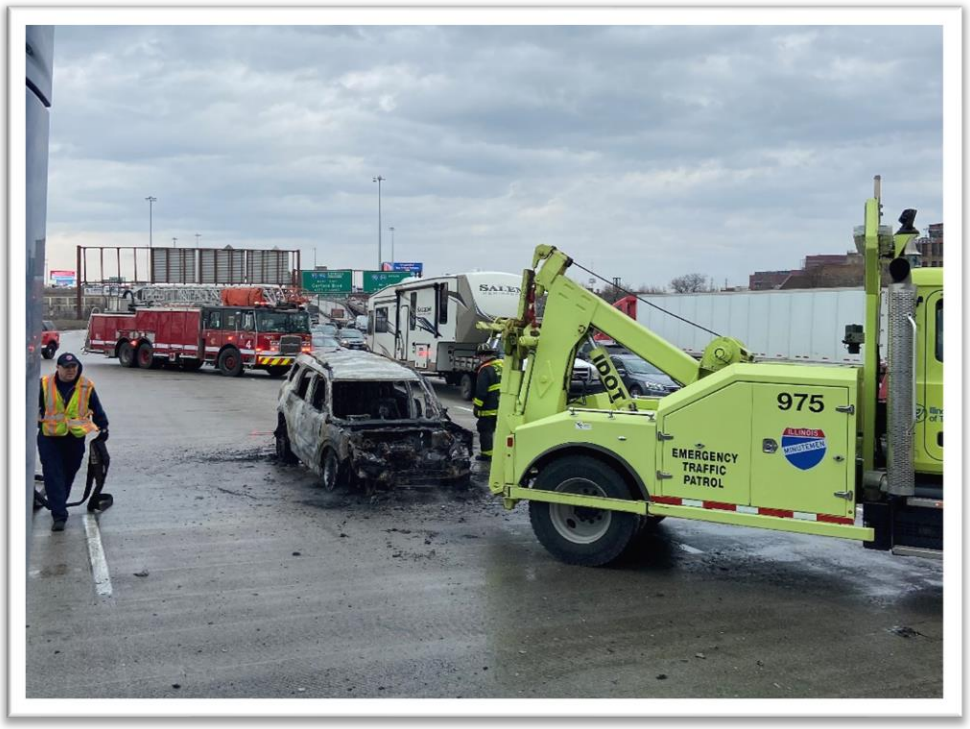


View of Plaintiff's Fire Risk Vehicle (February 16, 2022)

84. The fire was so severe that it caught the attention of a local news station, which ran a short segment showing video footage of the Fire Risk Vehicle in flames.[13]

85. Plaintiff's vehicle was completely destroyed by the fire. In addition to losing her vehicle, Plaintiff also lost personal items including her purse, laptop, and a suitcase carrying clothing, shoes, and makeup.

[13] *See* ABC7 Chicago, *Vehicle catches fire on Dan Ryan Expressway; Illinois State Police investigate* (Feb. 16, 2022), https://abc7chicago.com/dan-ryan-expressway-car-on-fire-2022-suv-illinois-state-police/11571586.



Plaintiff's Fire Risk Vehicle After the Fire

86. Since the fire, Plaintiff has been plagued with thoughts of what could have happened had she been unable to escape from the Fire Risk Vehicle before it burst into flames.

87. Plaintiff does not believe that updating the vehicle's software to warn her of a potential problem or installing a tube to drain fuel away from the vehicle would have been an adequate "fix" because these changes would not have addressed the underlying manufacturing problems with the fuel injectors. Plaintiff believes Ford's fix should remedy the underlying issue affecting all Fire Risk Vehicles. She also believes Ford should compensate her for the harm she has sustained.

88. Had Plaintiff been aware of the Spontaneous Fire Risk—or had she known that Ford's purported "fix" would be ineffective, could cause her vehicle's engine to derate at any moment, would embed an uncapped fuel drainage passage within the vehicle, and could cause fuel to leak out of the vehicle, thereby causing environmental or property damage—she would not have purchased this vehicle.

B. Defendant

89. Defendant Ford Motor Company ("Ford") is a Delaware limited liability company organized and existing under the laws of the State of Delaware. Ford's principal place of business and headquarters is One American Road, Dearborn, Michigan 48126.

90. Ford is a motor vehicle manufacturer and a licensed distributor of new, previously untitled Ford motor vehicles. The Ford brand is one of the "Big Three" American automobile brands. Ford engages in commerce by distributing and selling new and used passenger cars and motor vehicles under its Ford brand.

91. Ford, through its various entities, designs, manufactures, markets, distributes, and sells automobiles throughout the U.S. and worldwide. Ford and its agents designed and manufactured the Fire Risk Vehicles. Ford also developed and disseminated the owner's manuals and warranty booklets, advertisements, brochures, and other promotional materials relating to the Fire Risk Vehicles, with the intent that such documents be purposely distributed throughout all fifty states.

Ford is engaged in interstate commerce, selling vehicles through its network in every state of the United States.

92. Ford-authorized automobile dealerships sell automobiles under the Ford brand name and disseminate vehicle information provided by Ford to customers. At all relevant times, Ford's dealerships served as its agents for motor vehicle repairs and warranty issues because they performed repairs, replacements, and adjustments covered by Ford's manufacturer warranty under the contracts between Ford and its nearly 10,000 authorized dealerships worldwide.

V. FACTUAL ALLEGATIONS

A. Ford marketed the Fire Risk Vehicles as safe and reliable, and Ford knew that these attributes were material to consumers.

93. The Ford Fire Risk Vehicles are marketed to consumers as safe, reliable vehicles, and Ford knew these qualities were material to consumers in marketing them in this manner. These qualities were in fact material to Plaintiffs and Ford had the opportunity when describing safety features in sales material to be truthful.

94. For example, in the sales brochures for the 2020, 2021, and 2022 Ford Escapes, Ford touted various safety features like pre-collision assist, blind spot

alerts, lane-keeping system, and rear-view cameras in the Fire Risk Vehicles because Ford knew safety was material to the average customer.[14]

MAKE YOUR WAY.

CONFIDENTLY.

Changing lanes. Keeping your distance. Parallel and perpendicular parking. Our extensive well-rounded collection of standard and available Ford Co-Pilot360™ Technology features can help you with these everyday situations and so many more. Our advanced technologies are about supplementing your driving skills.[1] Helping you feel confidently in command on the road.

FORD CO-PILOT360™ TECHNOLOGY

FORD CO-PILOT360

Standard on every 2022 Ford Escape® SUV

- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- BLIS® (Blind Spot Information System) with Cross-Traffic Alert
- Lane-Keeping System
- Auto High-Beam Headlamps
- Rear View Camera
- Autolamp (Automatic On/Off Headlamps)
- Post-Collision Braking

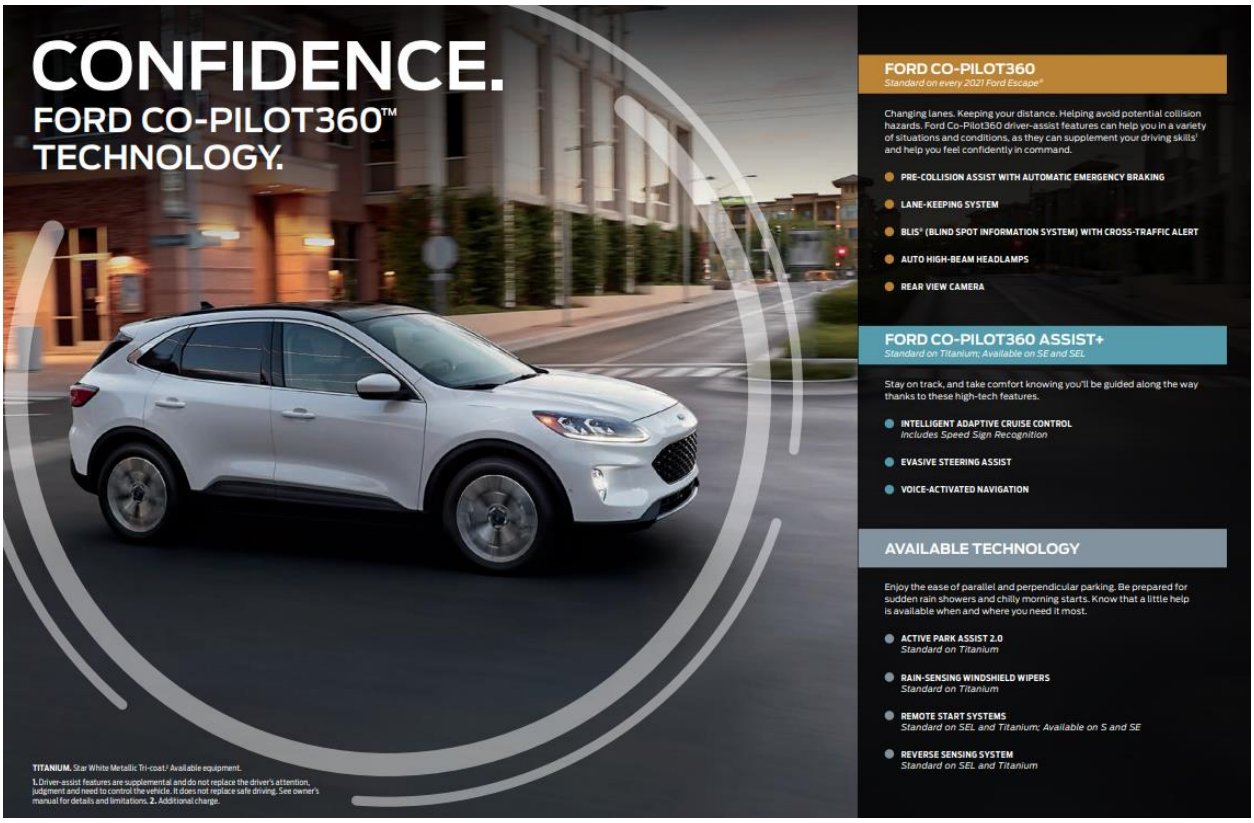
FORD CO-PILOT360 ASSIST+

Standard on Titanium; Available on SE and SEL

- Intelligent Adaptive Cruise Control with Stop-and-Go and Lane Centering includes Speed Sign Recognition
- Evasive Steering Assist
- Voice-Activated Touchscreen Navigation System

SCAN TO LEARN MORE
or visit
Ford.com/Technology
Data rates may apply.

[14] *See* **Exhibit 4**, MY 2020 Ford Escape brochure, at 11; **Exhibit 5**, MY 2021 Ford Escape brochure, at 9, 14; **Exhibit 6**, MY 2022 Ford Escape brochure, at 9, 15.



95. In a sales brochure for the 2021 Ford Bronco Sport, Ford again focused on safety features. Knowing safety is material to Plaintiffs and putative Class members, Ford told consumers that the Bronco Sport's built-in Ford Co-Pilot 360 Technology can provide drivers with "even more confidence-boosting features when heading out on the road."[15]

[15] **Exhibit 7**, MY 2021 Ford Bronco Sport Brochure v.2 at 12.

FORD CO-PILOT360

The standard suite of tech.

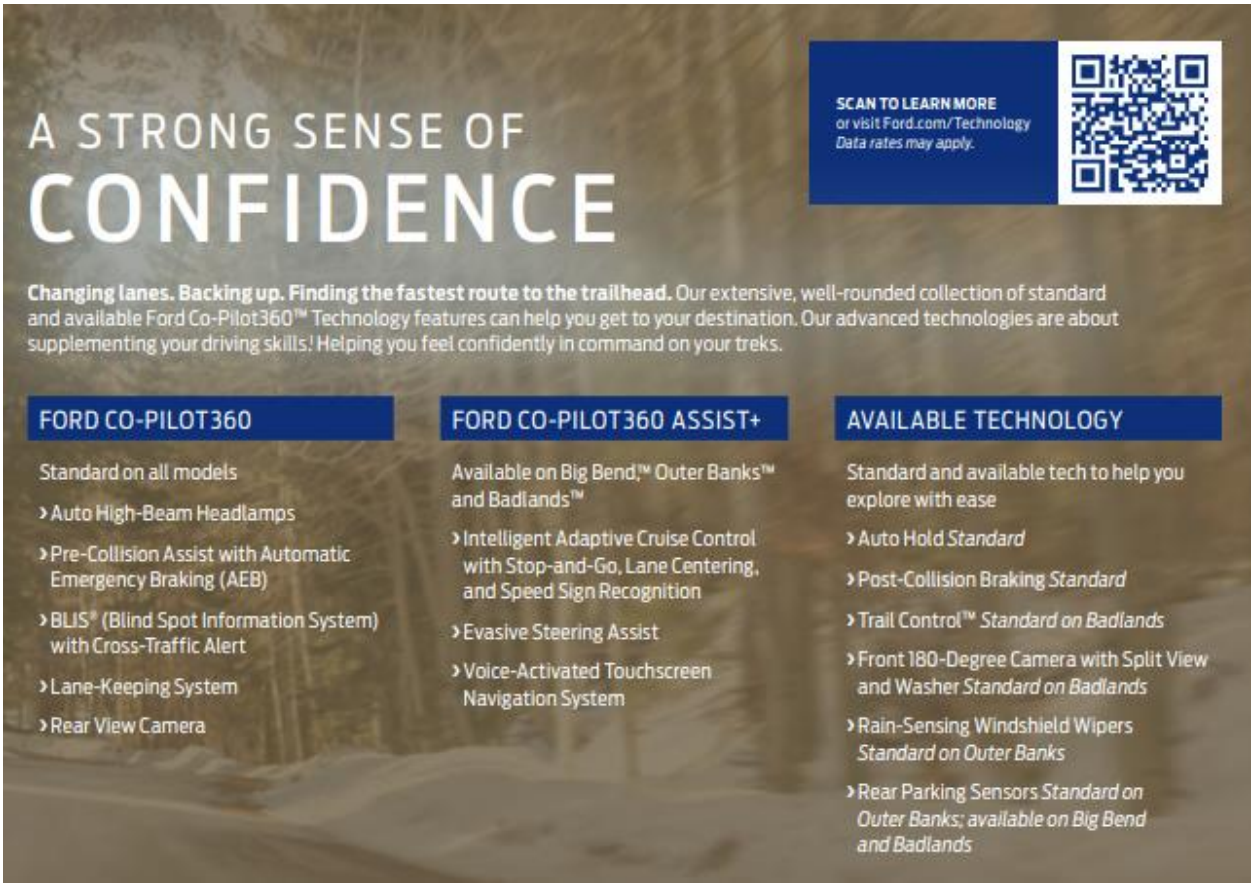
- PRE-COLLISION ASSIST WITH AUTOMATIC EMERGENCY BRAKING
- BLIS® (BLIND SPOT INFORMATION SYSTEM) WITH CROSS-TRAFFIC ALERT
- LANE-KEEPING SYSTEM
- REAR VIEW CAMERA
- AUTO HIGH-BEAM HEADLAMPS

FORD CO-PILOT360 ASSIST+

Available on Big Bend,™ Outer Banks™ and Badlands.™

- ADAPTIVE CRUISE CONTROL WITH STOP-AND-GO AND LANE CENTERING *(Speed Sign Recognition included on Outer Banks and Badlands; not available on Big Bend)*
- EVASIVE STEERING ASSIST
- VOICE-ACTIVATED NAVIGATION

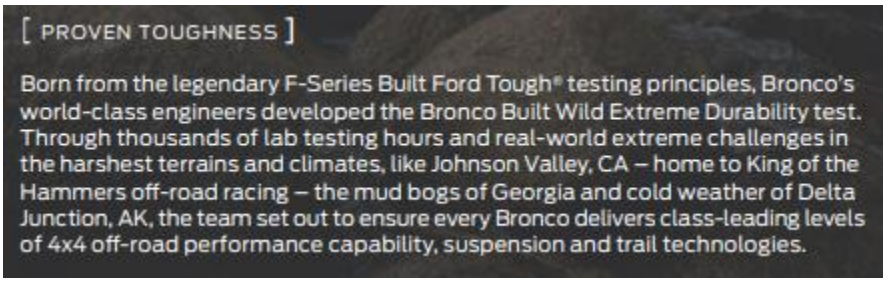
96. In a sales brochure for the 2022 Ford Bronco Sport, Ford refers to the vehicle as "capable"[16] and advertises that customers are assured "a strong sense of confidence."[17]



97. Knowing that reliability is also material to the average customer, Ford emphasizes the Bronco Sport's overall reliability, telling customers that the Bronco has been "put through its paces,"[18] has undergone the "Bronco Built Wild Extreme

[16] **Exhibit 8**, MY 2022 Ford Bronco Sport Brochure at 2.
[17] *Id.* at 12.
[18] **Exhibit 7**, MY 2021 Ford Bronco Sport Brochure v.2 at 6.

Durability test,"[19] and has been through "thousands of lab testing hours and real-world extreme challenges in the harshest terrains." [20] Ford further assures customers that "every Bronco delivers class-leading levels of 4x4 off-road performance capability."[21]



[19] **Exhibit 9**, MY 2021 Ford Bronco Sport Brochure v.1 at 1.
[20] *Id.*
[21] *Id.*

98. Both the 2021 and 2022 sales brochures for the Ford Bronco Sport highlight a host of other safety features, including blind spot detection, a lane-keeping system, pre-collision assist, and a rearview camera, because Ford knew

safety was material to the average customer.[22] The 2022 brochure further boasts that drivers will feel "confidently in command."[23]

B. Plaintiffs and Class members paid thousands of dollars for the Fire Risk Vehicles because they thought the vehicles were safe and reliable.

99. Plaintiffs and putative Class members, believing in the safety and reliability of the Fire Risk Vehicles as touted by Ford, paid thousands of dollars for the vehicles. The Manufacturer's Suggested Retail Price ("MSRP") for the 2023 Ford Escape starts at $28,995 for the base trim and goes up to $39,955 for the ST-Line Elite trim,[24] and the MSRP for the 2023 Ford Bronco Sport starts at $30,810 for the base trim and goes up to $46,250 for the Heritage Limited trim.[25]

100. Plaintiffs and putative Class members would not have paid these prices for Fire Risk Vehicles if they had known that the vehicles were not, in fact, safe and reliable.

C. Ford's Vehicle Warranties

101. Ford's New Vehicle Limited Warranty for Model Years 2020, 2021, 2022, and 2023 of the Ford Escape provides "bumper-to-bumper" coverage for 3

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[22] **Exhibit 7**, MY 2021 Ford Bronco Sport Brochure v.2 at 12, 15.

[23] **Exhibit 8**, MY 2022 Ford Bronco Sport Brochure at 12.

[24] **Exhibit 10**, *2023 Ford Escape*, EDMUNDS.COM, https://www.edmunds.com/ford/escape (last visited Feb. 16, 2023).

[25] **Exhibit 11**, *2023 Ford Bronco Sport*, EDMUNDS.COM, https://www.edmunds.com/ford/bronco-sport/ (last visited Feb. 16, 2023).

years/36,000 miles, whichever comes first.[26] Ford's Powertrain Warranty for the 2020, 2021, and 2022 Escapes provides coverage for 5 years/60,000 miles, whichever comes first.[27] On information and belief, this warranty coverage includes manufacturing issues like the Spontaneous Fire Risk in the Fire Risk Vehicles.

102. Ford's New Vehicle Limited Warranty for the Model Years 2021, 2022, and 2023 Ford Bronco Sports provides "bumper-to-bumper" coverage for 3 years/36,000 miles, whichever comes first.[28] Ford's Powertrain Warranty for the 2021, 2022, and 2023 Bronco Sports provides coverage for 5 years/60,000 miles, whichever comes first.[29] On information and belief, this warranty coverage includes manufacturing issues like the Spontaneous Fire Risk in the Fire Risk Vehicles.

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[26] **Exhibit 4**, MY 2020 Ford Escape brochure, at 16; **Exhibit 5**, MY 2021 Ford Escape brochure, at 16; **Exhibit 6**, MY 2022 Ford Escape brochure, at 16; **Exhibit 12**, 2023 Model Year Ford Warranty Guide at 8, https://www.fordservicecontent.com/Ford_Content/Catalog/owner_information/23MY_Ford_Car_LtTruck_Hybrid_WG_v1.pdf (last visited Feb. 16, 2023).

[27] **Exhibit 4**, MY 2020 Ford Escape brochure, at 16; **Exhibit 5**, MY 2021 Ford Escape brochure, at 16; **Exhibit 6**, MY 2022 Ford Escape brochure, at 16; **Exhibit 12**, 2023 Model Year Ford Warranty Guide at 11.

[28] **Exhibit 7**, MY 2021 Ford Bronco Sport brochure v.2, at 16; **Exhibit 8**, MY 2022 Ford Bronco Sport brochure, at 16; **Exhibit 12**, 2023 Model Year Ford Warranty Guide at 8.

[29] **Exhibit 7**, MY 2021 Ford Bronco Sport brochure v.2, at 16; **Exhibit 8**, MY 2022 Ford Bronco Sport brochure, at 16; **Exhibit 12**, 2023 Model Year Ford Warranty Guide at 11.

103. Because the Fire Risk Vehicles are all Model Year 2020, 2021, 2022, or 2023 vehicles sold or leased to putative Class members in the fall of 2019 or later,[30] all Fire Risk Vehicles—including all Plaintiffs' vehicles—are still covered under Ford's powertrain warranties. Furthermore, nearly all Fire Risk Vehicles—

[redacted]

new vehicle warranties.

D. The Spontaneous Fire Risk

104. As Ford now admits in a November 18, 2022, safety recall notification to the National Highway Traffic Safety Administration ("NHTSA"), cracked fuel injectors in the engine allow fuel to leak at a rate of 19 liters per hour into the cylinder head and eventually onto the exhaust/turbo system, where it may combust.[31]

[30] **Exhibit 13**, Joey Capparella, *The 2020 Ford Escape Looks to Fill a Car-Shaped Hole in the Lineup*, CAR & DRIVER (Apr. 2, 2019), https://www.caranddriver.com/news/a26996233/2020-ford-escape-photos-info (release date of fall 2019 for the 2020 Ford Escape); **Exhibit 14**, *2021 Ford Bronco and Bronco Sport On-Sale Dates and How to Order One*, CAR & DRIVER (July 13, 2020), https://www.caranddriver.com/news/a33298341/2021-ford-bronco-bronco-sport-on-sale-dates (release date in "late 2020" for the 2021 Ford Bronco Sport).

[31] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 at 2 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

105. Ford further admits that the issues in the Fire Risk Vehicles can lead to "under hood fire."[32]

106. Ford's recall, number 22V-859, affects 521,778 total vehicles, including all Model Year 2020–2023 Ford Escapes built between November 19, 2018, and October 17, 2022, and all Model Year 2021–2023 Ford Bronco Sports built between November 19, 2018, and October 17, 2022.[33]

107. As of November 1, 2022, Ford reported 54 under hood fires on 2020-2022 Model Year Bronco Sport and Escape vehicles equipped with a 1.5L dragon engine.[34] The earliest identified report was on September 9, 2020.[35] Of these fires, 17 have been confirmed as likely the result of a cracked fuel injector.[36]

108. Included in the 573 Report is Ford's "Description of the Cause," in which Ford claims that "[t]he root cause is still under investigation."[37] But this is a semantic game. Ford appears to be saying that the root cause *of the cracking fuel injectors* is under investigation. But the root cause of the *spontaneous fires* is not "under investigation." Ford itself admits that the fires are caused by crack-prone

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[32] *Id*.

[33] *Id*. at 1.

[34] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire, at 1 (Nov. 18, 2022), https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[35] *Id.* at 2.

[36] *Id.*

[37] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 at 2 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

fuel injectors. Whatever the root cause of these cracks, the end result is that fuel injectors in the affected Fire Risk Vehicles fracture, "resulting in fuel and/or fuel vapor migrating to and/or accumulating near ignition sources resulting in potential under hood fire."[38]

109. Thus, Ford admits that the Fire Risk Vehicles suffer from faulty fuel injectors. But Ford's fix wholly ignores this admittedly affected component. Instead of fixing or replacing the faulty injectors, Ford has opted to install new software to prompt "the customer to seek service" in the event the software detects "a pressure drop in the fuel rail," and it has decided to install a "drain tube . . . to allow fuel to drain from the cylinder head drain hole . . . to the ground below the vehicle."[39] This "fix" does not live up to its name because the fuel injectors in the Fire Risk Vehicles may still crack and leak fuel at a rate of 19 liters per hour—a problem Ford does not address.

110. On information and belief, Ford failed to adequately research, design, test, and manufacture the Fire Risk Vehicles before warranting, advertising, promoting, marketing, and selling the Fire Risk Vehicles as suitable and safe for use in an intended and reasonably foreseeable manner.

[38] *Id.*
[39] *Id.*

111. On information and belief, Ford knew the Fire Risk Vehicles contained the Spontaneous Fire Risk and should have warned or disclosed this fact to Plaintiffs and putative class members before selling or leasing the vehicles.

112. Ford plainly knows that the "fix" it is implementing with its recall will not resolve the fuel injector issue that is causing fuel to leak from the Fire Risk Vehicles at a rate of 19 liters per hour.

113. Ford also knows or should know that its "fix" will actually cause additional problems, including potential property damage or personal injury from fuel that drains from the Fire Risk Vehicles.

114. Plaintiffs' counsel continues to investigate whether additional manufacturing periods and Model Years of the Ford Escape and Ford Bronco Sports are also plagued with the Spontaneous Fire Risk.

E. Ford knew of the Spontaneous Fire Risk before it disclosed the risk to Plaintiffs.

115. On information and belief, Ford knew about the Spontaneous Fire Risk before the Fire Risk Vehicles went to market. At the very least, Ford knew of the Spontaneous Fire Risk well before it issued its recall, as evidenced by: (1) the rigorous pre-launch testing of the Fire Risk Vehicles; (2) the direct and public reports of fires in 54 Fire Risk Vehicles; and (3) Ford's own investigation of fires in the Fire Risk Vehicles.

1. Ford's durability testing uncovered the Spontaneous Fire Risk.

116. Ford claims to conduct comprehensive and rigorous testing on all its vehicles, saying, "Ford's comprehensive lineup of testing facilities around the world puts vehicles through everything from the extreme, to the everyday, to ensure that only world-class vehicles roll off the production line."[40]

117. According to Ford, at their facilities across Thailand, India, Australia, the Middle East, and China, "Ford vehicles and components are 'shaken, rattled and rolled' in a variety of tests, some conducted in temperatures ranging from an arctic minus 40 degrees Celsius, to desert-scorching heat of over 50 degrees Celsius."[41] These tests include stresses on the engines, moving parts, suspension, and electrical components.[42]

118. Ford even puts its vehicles through a Total Durability Cycle, described by Ford as "sped-up evaluation runs around the clock, day and night, to simulate 10 years, or 240,000km, of severe customer usage in just a few weeks."[43] "Gravel roads, cobblestones, pot-holes, curbs and water baths feature in this grueling test" and, "[j]ust for good measure, environmental factors like dust, water

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[40] **Exhibit 15**, *Testing in the Extremes: How Ford's Multiple Testing Facilities Push Vehicles to the Limit*, FORD.COM (Oct. 7, 2019), https://media.ford.com/content/fordmedia/img/me/en/news/2019/10/07/testing-in-the-extremes--how-fords-multiple-testing-facilities-p.html.

[41] *See id.*

[42] *See id.*

[43] *See id.*

and mud are thrown in, while dynamometers simulate towing heavy loads in traffic and over mountain passes."[44]

119. On information and belief, the Fire Risk Vehicles were put through similar durability testing or were designed and built in accordance with the findings of such durability testing. Indeed, as already described, Ford specifically advertised to Bronco Sport consumers with the promise that the Bronco Sport has undergone the "Bronco Built Wild Extreme Durability test,"[45] and has been through "thousands of lab testing hours and real-world extreme challenges in the harshest terrains."[46] On information and belief, the Ford Escape was put through equally stringent testing.

120. Because the vehicles underwent such thorough durability testing, it is implausible that Ford did not know about the Spontaneous Fire Risk before the Fire Risk Vehicles were sold to Plaintiffs and putative Class members.

2. Ford knew about the Spontaneous Fire Risk from warranty claims for Fire Risk Vehicles and its own investigation.

121. According to its recall chronology, an issue pertaining to under hood fires in 2020-2022 Model Year Ford Escapes and Ford Bronco Sport vehicles was

[44] *See id.*
[45] **Exhibit 9**, MY 2021 Ford Bronco Sport Brochure v.1 at 1.
[46] *Id.*

brought to Ford's Critical Concern Review Group for review on August 18, 2022.[47] The Review Group's analysis included data from 36 reports of under hood fire for 2020-2022 Model Year 1.5L Escape and Bronco Sport vehicles.[48] Inspection of these vehicles raised concern of a contributing cause for under hood fires in addition to an issue with the vehicles' oil separator, for which the vehicles had undergone a separate recall.[49]

122. As of November 1, 2022, there were 54 reports of under hood fires on 2020-2022 Model Year Ford Escape and Bronco Sport vehicles, inclusive of the 36 reports previously described.[50] Of these fires, 17 have been confirmed as likely the result of a cracked fuel injector.[51] There were also 143 reports of fuel injectors with external leak failures reported among these vehicles.[52] And, because accidents and other vehicle-related incidents are chronically underreported, the total number of fires and fuel injector failures among these vehicles is likely even higher.[53]

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[47] **Exhibit 1**, Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire at 1 (Nov. 18, 2022), https://static.nhtsa.gov/odi/rcl/2022/RMISC-22V859-6041.pdf.

[48] *Id.*

[49] *Id.*

[50] *Id.*

[51] *Id.*

[52] *Id.* at 2 (relying on warranty data accessed on October 19, 2022).

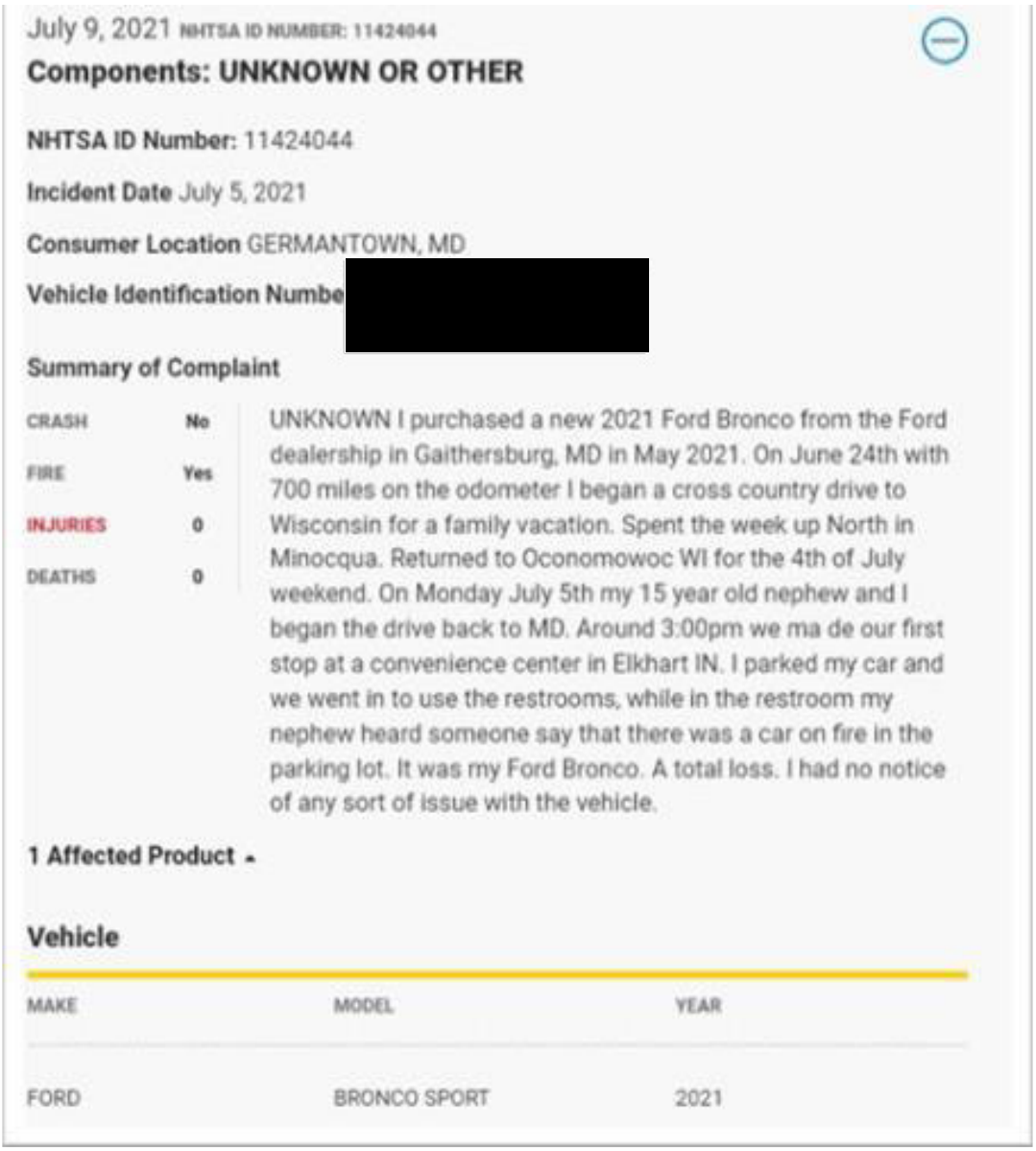
[53] *See* **Exhibit 16**, National Highway Traffic Safety Administration, *National Telephone Survey of Reported and Unreported Motor Vehicle Crashes* at 15-17 (July 2015) (estimating 30% of crashes go unreported); **Exhibit 17**, *National Highway Traffic Safety Administration, Traffic Safety Facts 2019: A Compilation*

123. Ford did not disclose the dates of the 54 fires in the Fire Risk Vehicles, but Ford learned of at least some of these fires before the August 18, 2022, investigation launch.

124. For example, one owner of a 2021 Ford Bronco Sport submitted a complaint to NHTSA on July 9, 2021, explaining that his vehicle caught on fire while in a convenience center parking lot:[54]

of Motor Vehicle Crash Data at 5 (2019) ("[A]bout half the motor vehicle crashes in the country are not reported to police.").

[54] *See* **Exhibit 18**, selected NHTSA complaints re: 2021 Ford Bronco Sport, available at https://www.nhtsa.gov/vehicle/2021/FORD/BRONCO%252520SPORT/SUV/4WD (last visited June 2, 2023).



July 9, 2021 NHTSA ID NUMBER: 11424044

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11424044

Incident Date July 5, 2021

Consumer Location GERMANTOWN, MD

Vehicle Identification Numbe [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

UNKNOWN I purchased a new 2021 Ford Bronco from the Ford dealership in Gaithersburg, MD in May 2021. On June 24th with 700 miles on the odometer I began a cross country drive to Wisconsin for a family vacation. Spent the week up North in Minocqua. Returned to Oconomowoc WI for the 4th of July weekend. On Monday July 5th my 15 year old nephew and I began the drive back to MD. Around 3:00pm we ma de our first stop at a convenience center in Elkhart IN. I parked my car and we went in to use the restrooms, while in the restroom my nephew heard someone say that there was a car on fire in the parking lot. It was my Ford Bronco. A total loss. I had no notice of any sort of issue with the vehicle.

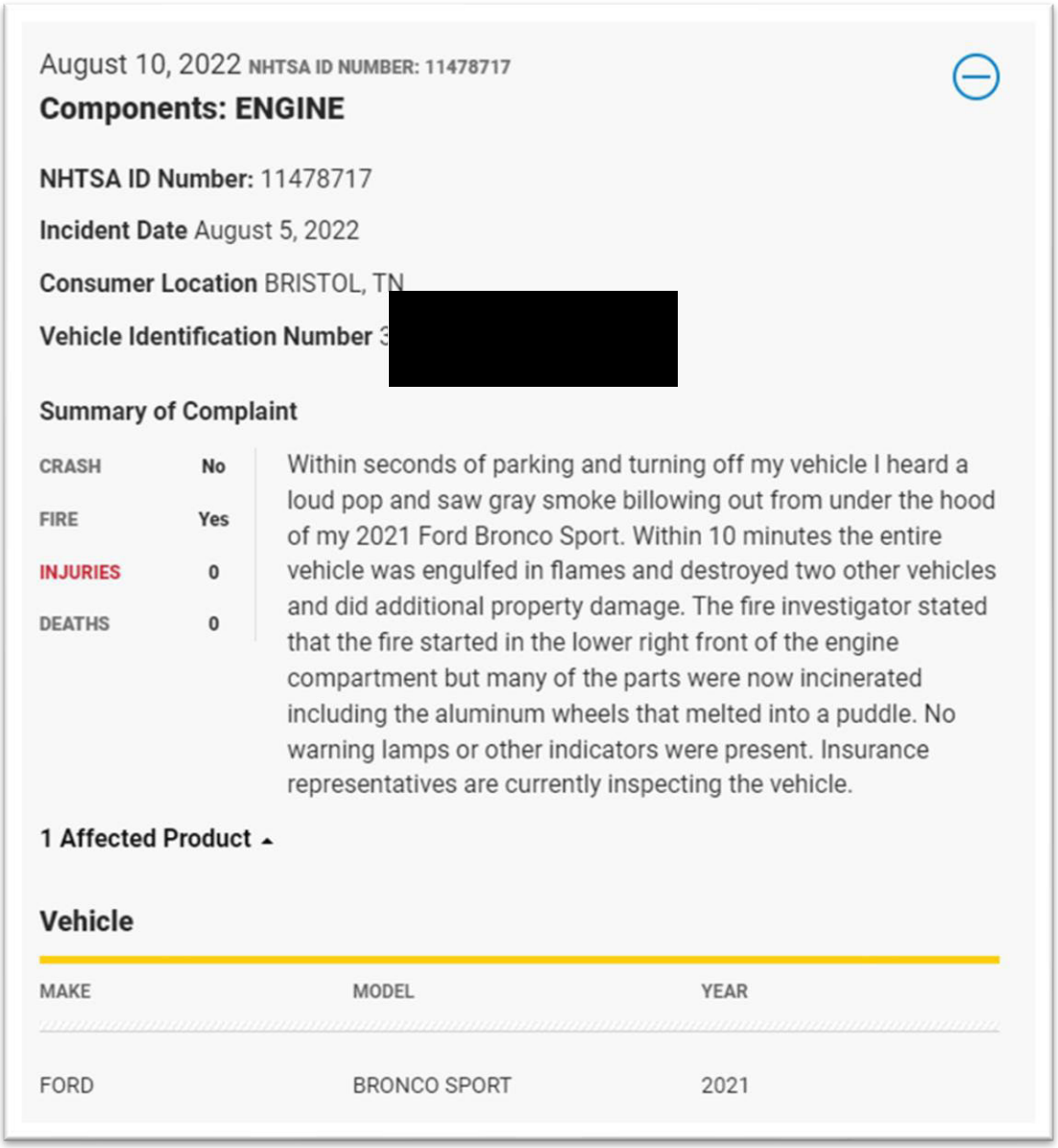
1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	BRONCO SPORT	2021

125. Another owner submitted a complaint to NHTSA on August 10, 2022, describing extensive property damage not only to the owner's vehicle, but to two other vehicles, as well:[55]

[55] *Id.*



August 10, 2022 NHTSA ID NUMBER: 11478717

Components: ENGINE

NHTSA ID Number: 11478717

Incident Date August 5, 2022

Consumer Location BRISTOL, TN

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

Within seconds of parking and turning off my vehicle I heard a loud pop and saw gray smoke billowing out from under the hood of my 2021 Ford Bronco Sport. Within 10 minutes the entire vehicle was engulfed in flames and destroyed two other vehicles and did additional property damage. The fire investigator stated that the fire started in the lower right front of the engine compartment but many of the parts were now incinerated including the aluminum wheels that melted into a puddle. No warning lamps or other indicators were present. Insurance representatives are currently inspecting the vehicle.

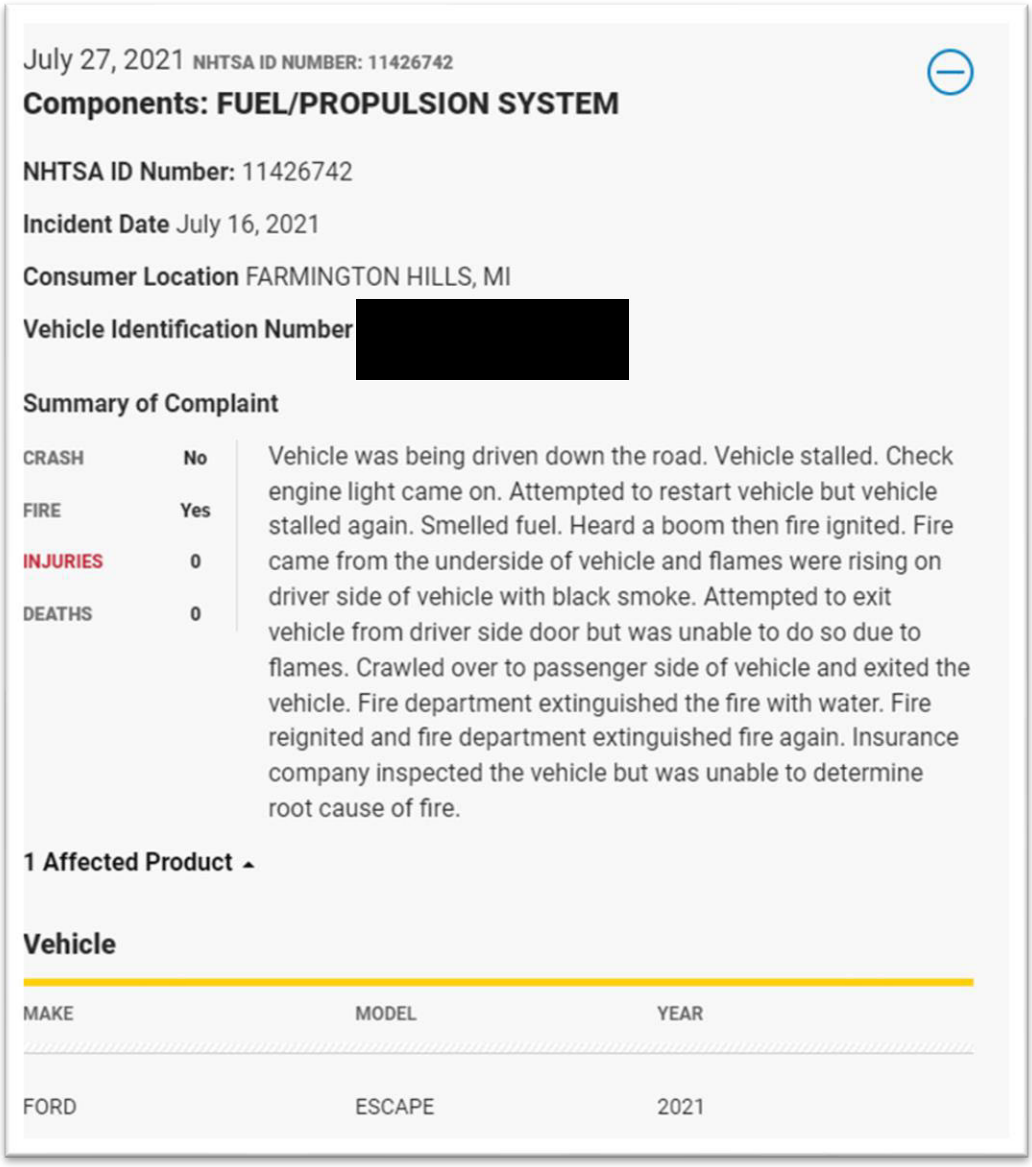
1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	BRONCO SPORT	2021

126. And a complaint submitted to NHTSA on July 27, 2021, about a 2021 Ford Escape described a driver's harrowing escape out the passenger side door after the vehicle burst into flames:[56]

[56] *See* **Exhibit 19**, selected NHTSA complaints re: 2021 Ford Escape, available at https://www.nhtsa.gov/vehicle/2021/FORD/ESCAPE/SUV/FWD (last visited June 2, 2023).



July 27, 2021 NHTSA ID NUMBER: 11426742

Components: FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11426742

Incident Date July 16, 2021

Consumer Location FARMINGTON HILLS, MI

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

Vehicle was being driven down the road. Vehicle stalled. Check engine light came on. Attempted to restart vehicle but vehicle stalled again. Smelled fuel. Heard a boom then fire ignited. Fire came from the underside of vehicle and flames were rising on driver side of vehicle with black smoke. Attempted to exit vehicle from driver side door but was unable to do so due to flames. Crawled over to passenger side of vehicle and exited the vehicle. Fire department extinguished the fire with water. Fire reignited and fire department extinguished fire again. Insurance company inspected the vehicle but was unable to determine root cause of fire.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2021

127. At least six additional complaints about 2020-2023 Ford Escapes and at least two additional complaints about 2021-2023 Ford Bronco Sports were submitted to NHTSA before Ford's August 18, 2022, investigation launch.[57]

[57] See **Exhibit 18**, selected NHTSA complaints re: 2021 Ford Bronco Sport, available at https://www.nhtsa.gov/vehicle/2021/FORD/BRONCO%252520SPORT/SUV/4WD (last visited June 2, 2023); **Exhibit 19**, selected NHTSA complaints re: 2021 Ford Escape, available at

Because all vehicle manufacturers, including Ford, routinely monitor and analyze NHTSA complaints to determine whether vehicles or components should be recalled due to safety concerns, Ford was aware of these NHTSA complaints regarding the Fire Risk Vehicles.[58]

128. Ford also receives complaints directly from consumers and its dealers, and thus, on information and belief, has knowledge of all complaints lodged to it or its agents regarding the Fire Risk Vehicles and the Spontaneous Fire Risk. At a minimum, Ford received complaints from many scared and angry owners and lessees who learned about the Spontaneous Fire Risk.

129. However, Ford has yet to address the manufacturing issues associated with the fuel injectors. Instead, Ford has directed that engine control software be updated to provide a warning to consumers and to derate engine power output and reduce temperatures of possible ignition sources, and that a tube be installed to drain fuel out of the vehicle to the ground below in the event a fuel injector

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https://www.nhtsa.gov/vehicle/2021/FORD/ESCAPE/SUV/FWD (last visited June 2, 2023); **Exhibit 20**, selected NHTSA complaints re: 2020 Ford Escape, available at https://www.nhtsa.gov/vehicle/2020/FORD/ESCAPE/SUV/FWD (last visited June 2, 2023); **Exhibit 21**, selected NHTSA complaints re: 2022 Ford Bronco Sport, available at https://www.nhtsa.gov/vehicle/2022/FORD/

[redacted]

cracks.[59] After the modifications are complete, Plaintiffs and Class members will be left with vehicles that will leak highly flammable fuel if their fuel injectors succumb to the defect Ford admits is present. And Ford is not globally offering to provide loaner or rental vehicles until it can actually fix the manufacturing problem.

130. Because the Fire Risk Vehicles have manufacturing flaws that may cause fuel injectors to crack and Ford is not fixing this and is instead creating a risk that fuel will drain into garages, roadways, and the environment, all owners and lessees of the Fire Risk Vehicles have suffered ascertainable loss.

F. Class members could have been made aware of the Spontaneous Fire Risk at the point of sale.

131. Plaintiffs and all putative Class members were necessarily exposed to Ford's omissions before purchasing the Fire Risk Vehicles because they each interacted with an authorized Ford dealer at the point of sale. These dealers could have disclosed the omitted information to each Class member, but they failed to do so. As a district court affirmed in another consumer class action case against Ford, all Class members in that case would have "been aware of a disclosure" from Ford

[59] **Exhibit 3**, NHTSA Part 573 Safety Recall Report 22V-859 (Nov. 22, 2022), https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V859-3756.PDF.

about the defect at the point of sale because Class members "interact[ed] with an authorized Ford dealer prior to purchase."[60] The same is true here.

VI. TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule Tolling

132. Because Ford (i) omitted the existence of the Spontaneous Fire Risk, and (ii) omitted the fact that the recall repair does not fix the manufacturing flaw and instead creates additional risks, Class members had no way of knowing about the potential danger of the Fire Risk Vehicles and the lack of a *bona fide* repair during the recall.

133. Within the period of any applicable statutes of limitation, Plaintiffs and members of the proposed Classes could not have discovered through the exercise of reasonable diligence that Ford was not revealing the existence of the Spontaneous Fire Risk complained of herein and not repairing it during the recall.

134. Plaintiffs and putative Class members did not discover, and did not know of, facts that would have caused a reasonable person to suspect that Ford did not report information within its knowledge to federal and state authorities, its dealerships, or consumers; nor would a reasonable and diligent investigation have disclosed that Ford had omitted information about the unreasonable fire risk of the

[60] *Daniel v. Ford Motor Co.*, 2016 WL 8077932, at *8 (E.D. Cal. Sept. 23, 2016).

Fire Risk Vehicles, which was discovered by Plaintiffs only shortly before this action was filed.

135. For these reasons, all applicable statutes of limitation have been tolled by operation of the discovery rule with respect to claims as to the Fire Risk Vehicles.

B. Estoppel

136. Ford was under a continuous duty to disclose to Plaintiffs and putative Class members the true character, quality, and nature of the Spontaneous Fire Risk of the Fire Risk Vehicles.

137. Ford knowingly, affirmatively, and actively concealed or recklessly disregarded the true nature, quality, and character of the Spontaneous Fire Risk of the Fire Risk Vehicles and it knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, quality and character of the repair it was performing under the recall of the Fire Risk Vehicles.

138. Based on the foregoing, Ford is estopped from relying on any statutes of limitations in defense of this action.

VII. CLASS ALLEGATIONS

139. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to the provisions of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of the following Class and Subclasses:

Nationwide Class: All persons or entities who purchased or leased model year 2020-2023 Ford Escape or 2021-2023 Ford Bronco Sport vehicles (the "Fire Risk Vehicles").

California Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of California.

Florida Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of Florida.

Illinois Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of Illinois.

Massachusetts Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the Commonwealth of Massachusetts.

New York Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of New York.

Oregon Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of Oregon.

Washington Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of Washington.

West Virginia Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of West Virginia.

Wisconsin Subclass: All persons or entities who purchased or leased one or more of the Fire Risk Vehicles in the State of Wisconsin.

140. Plaintiffs assert claims under the laws of each state set forth below.

141. Excluded from the definitions of each Class and Subclass are any personal injury or property damages claims resulting from the fires or explosions caused by the Fire Risk Vehicles, as well as any personal injury or property damages claims resulting from fuel that drains from a Fire Risk Vehicle that has undergone Ford's "fix." Also excluded from the Class and Subclasses are Ford and its subsidiaries and affiliates; all persons who make a timely election to be excluded from this action; governmental entities; the Judge to whom this case is assigned and his/her immediate family; and Plaintiffs' Counsel. Plaintiffs reserve the right to revise the Class and Subclass definitions based upon information learned through discovery.

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

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

144. **Numerosity**. Federal Rule of Civil Procedure 23(a)(1): The members of the Class and Subclasses are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. For purposes of this

complaint, Plaintiffs allege that there are estimated to be at least 521,778 Fire Risk Vehicles in the Nationwide Class. The precise number of Class and Subclass members is unknown to Plaintiffs but may be ascertained from Ford's books and records. Class and Subclass members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and published notice.

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

a. Whether Ford engaged in the conduct alleged herein;

b. Whether the Spontaneous Fire Risk creates an unreasonable risk of fires in the Fire Risk Vehicles;

c. When Ford first knew about the Spontaneous Fire Risk;

d. Whether Ford designed, manufactured, marketed, and distributed the Fire Risk Vehicles with manufacturing flaws or defective component(s) that cause under hood fire;

e. Whether Ford's conduct renders it liable for breach of the implied warranty of merchantability;

f. Whether Ford has been unjustly enriched at the expense of Plaintiffs and the Class and Subclasses;

g. Whether Plaintiffs and the other Class and Subclass members overpaid for their vehicles at the point of sale; and

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

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

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

148. **Superiority**: Federal Rule of Civil Procedure 23(b)(3): A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class and Subclass members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Ford, so it would be impracticable for the members of the

Class and Subclasses to individually seek redress for Ford's wrongful conduct. Even if Class and Subclass members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VIII. CLAIMS

A. Nationwide Claims

COUNT I

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. § 2301, *et seq*.)

(Alleged by all Plaintiffs on behalf of the Nationwide Class)

149. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth herein.

150. Plaintiffs bring this claim on behalf of the Nationwide Class.

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

152. The Fire Risk Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3). Plaintiffs and Nationwide

Class members are consumers because they are persons entitled under applicable state law to enforce against the warrantor the obligations of its implied warranties.

153. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

154. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with an implied warranty.

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

156. Ford breached its implied warranties, as described herein, and is therefore liable to Plaintiffs and Nationwide Class members under 15 U.S.C. § 2310(d)(1). Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire

Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

157. As discussed herein, on information and belief, Ford knew about the Spontaneous Fire Risk from its own durability testing of the Fire Risk Vehicles before launching the Fire Risk Vehicles. Ford omitted information about the fuel injector defect and its consequences from Plaintiff and Class members, misrepresented the qualities of the Fire Risk Vehicles, and has failed to provide a fix for the fuel injector defect.

158. Ford further breached its implied warranties, as described herein, and is therefore liable to Plaintiff and Nationwide Class members under 15 U.S.C. § 2310(d)(1) because it is performing a recall and "repair" that does not actually repair the Spontaneous Fire Risk and instead creates further risks and hazards from fuel that drains onto the ground, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The deceptive nature of the repair issued by Ford to address the Spontaneous Fire Risk rendered the Fire Risk Vehicles

unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

159. As discussed herein, Ford knew at the time it issued the recall and repair that the repair would not address the manufacturing defect in the Fire Risk Vehicles. Ford omitted information about the recall repair and its consequences from Plaintiffs and Class members, misrepresented the qualities of the recall and repair of the Fire Risk Vehicles, and has failed to provide a fix for the manufacturing defect.

160. Any effort by Ford to limit the implied warranties in a manner that would exclude coverage of the Fire Risk Vehicles is unconscionable, and any such effort to disclaim or otherwise limit such liability is null and void.

161. Any limitations Ford might seek to impose on its warranties are procedurally unconscionable. There was unequal bargaining power between Ford and Plaintiffs, because, at the time of purchase and lease, Plaintiffs had no other options for purchasing warranty coverage other than directly from Ford.

162. Any limitations Ford might seek to impose on its warranties are substantively unconscionable. Ford knew that the Fire Risk Vehicles were defective and that the Fire Risk Vehicles could catch on fire when used as intended long before Plaintiffs and Class members knew or should have known. Ford further knew that the recall repair it deployed did not actually mitigate or fix the

manufacturing defect that results in the Spontaneous Fire Risk. Ford failed to disclose this risk to Plaintiffs and Class members. Thus, enforcement of the durational limitations on the warranties is harsh and would shock the conscience.

163. Plaintiffs have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between Ford and Plaintiff. Nonetheless, privity is not required here because Plaintiffs are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers. Finally, privity is also not required because the Fire Risk Vehicles are dangerous instrumentalities due to the Spontaneous Fire Risk, as under hood fires present an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles.

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

165. Plaintiffs would suffer economic hardship if they returned their Fire Risk Vehicles but did not receive the return of all payments made by them.

Because Ford will not acknowledge any revocation of acceptance and immediately return any payments made, Plaintiffs have not re-accepted their Fire Risk Vehicles by retaining them.

166. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum of $25. The amount in controversy of this action exceeds the sum of $50,000, exclusive of interest and costs, computed based on all claims to be determined in this lawsuit. Plaintiffs, individually and on behalf of all other Nationwide Class members, seek all damages permitted by law, including diminution in value of the Fire Risk Vehicles, in an amount to be proven at trial. In addition, under 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to have reasonably been incurred by Plaintiffs and Nationwide Class members in connection with the commencement and prosecution of this action.

167. Plaintiffs also seek the establishment of a Ford-funded program for Plaintiffs and Nationwide Class members to recover out-of-pocket costs incurred in attempting to rectify and mitigate the effects of the Spontaneous Fire Risk in their Fire Risk Vehicles.

COUNT II

FRAUDULENT CONCEALMENT (COMMON LAW)

(Alleged by Plaintiffs on behalf of the Nationwide Class)

168. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

169. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class, or, in the alternative, on behalf of the State-specific Subclasses.

170. A nationwide class is appropriate because the elements of a fraudulent concealment (or "fraud by concealment") claim are virtually identical in all states. In all states, Plaintiffs can prevail by showing that: (i) Ford had a duty to disclose material facts in connection with the sale or lease of the Fire Risk Vehicles; (ii) Ford either (a) knowingly made a false representation concerning material information in connection with the sale or lease of the Fire Risk Vehicles; or (b) knowingly concealed material information in connection with the sale or lease of the Fire Risk Vehicles; or (c) knowingly failed to disclose material information in connection with the sale or lease of the Fire Risk Vehicles; or (d) failed to disclose material information concerning the recall repair for the Spontaneous Fire Risk; and (iii) as a result of Ford's conduct, Plaintiffs suffered economic damages.

171. Ford concealed and suppressed material facts concerning the serious safety issues with Plaintiffs' vehicles. Ford concealed and suppressed material facts concerning the recall repair of Plaintiffs' vehicles.

172. Ford sold the Fire Risk Vehicles to Plaintiffs without disclosing the Spontaneous Fire Risk and concealed and suppressed the risk from regulators and consumers.

173. Ford concealed and suppressed the Spontaneous Fire Risk with the intent to deceive Plaintiffs.

174. Ford did so in order to falsely assure purchasers, lessees, and owners of the Fire Risk Vehicles that the vehicles they were purchasing or leasing were safe and reliable and would live up to the performance characteristics associated with the Ford brand, and then to avoid the cost and negative publicity of a recall. The concealed information was material to consumers, both because it concerned the quality, safety, and performance of the Fire Risk Vehicles and because the information would have significantly decreased the value and sales price of the vehicles.

175. Ford had a duty to disclose the Spontaneous Fire Risk because it was known and only knowable by Ford; Ford had superior knowledge and access to the facts; and Ford knew the facts were not known to, or reasonably discoverable by, Plaintiffs. Ford also had a duty to disclose because it made many affirmative

representations about the safety, high performance, and quality of the Fire Risk Vehicles, as set forth above; these representations were misleading, deceptive, and incomplete without the disclosure of the Spontaneous Fire Risk. Finally, once the Fire Risk Vehicles were on the road, Ford had a duty to monitor the Fire Risk Vehicles under the TREAD Act and implementing regulations, including the duty to promptly notify consumers of known safety defects.

176. Ford concealed and/or suppressed these material facts, in whole or in part, to protect its profits and avoid recalls that would hurt Ford's image and cost Ford money, and it did so at the expense of Plaintiffs and the Nationwide Class.

177. On information and belief, Ford has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Nationwide Class and conceal material information regarding the Spontaneous Fire Risk. This is especially true in the context of Ford's purported "fix," which does not actually fix the underlying issue causing the fuel injectors to crack but instead simply drains fuel out of the car once a crack occurs.

178. Plaintiffs were unaware of these omitted material facts and would have acted different if they had known of the concealed and/or suppressed facts. If Plaintiffs knew of the Spontaneous Fire Risk and of Ford's proposed "fix," they would not have purchased their Fire Risk Vehicles or would have paid less for them. Plaintiffs' actions at the time they purchased their Fire Risk Vehicles were

justified because Ford was in exclusive control of the material facts and such facts were not known to the public, including Plaintiffs.

179. Because of the concealment and/or suppression of the facts, Plaintiffs and other Class members sustained damage. In purchasing their Fire Risk Vehicles, Plaintiffs did not get the benefit of their bargain since the vehicles were worth less than they would have been without the Spontaneous Fire Risk, and because they own vehicles that have diminished in value as a result of Ford's concealment of, and failure to timely disclose and remedy, the Spontaneous Fire Risk. Those Nationwide Class members who sold their dangerous Fire Risk Vehicles at a substantial loss have also suffered quantifiable damages, as will all those who sell between now and the time Ford implements an adequate recall repair (if it ever does).

180. Accordingly, Ford is liable to Plaintiffs and the Nationwide Class for damages in an amount to be proven at trial.

181. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class members' rights and well-being in order to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT III

UNJUST ENRICHMENT
(COMMON LAW)

(Alleged by all Plaintiffs on behalf of the Nationwide Class)

182. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

183. Plaintiffs assert this claim on behalf of themselves and the Nationwide Class, or, in the alternative, on behalf of the California Subclass. A Nationwide Class is appropriate because the elements of unjust enrichment are uniform in all states.

184. This claim is pleaded in the alternative to the contract-based claims brought on behalf of Plaintiffs and the Nationwide Class.

185. Ford has received and retained a benefit from Plaintiffs and Nationwide Class members and inequity has resulted.

186. Ford has benefitted from selling, leasing, and distributing the Fire Risk Vehicles for more than they were worth because of Ford's conduct described herein, at a profit, and Plaintiffs and Nationwide Class members have overpaid for the Fire Risk Vehicles and been forced to pay other costs.

187. Thus, Plaintiffs and the Nationwide Class conferred a benefit on Ford.

188. It is inequitable for Ford to retain these benefits.

189. Plaintiffs and Nationwide Class members were not aware of the true facts about the Fire Risk Vehicles and did not benefit from Ford's conduct described herein.

190. Ford knowingly accepted the benefits of its unjust conduct.

191. As a result of Ford's conduct, the amount of its unjust enrichment should be determined in an amount according to proof.

B. State-Specific Claims

1. California

COUNT IV

VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT

[redacted]

California Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

193. Plaintiff brings this claim on behalf of himself and the California Subclass.

194. Ford is a "person" as defined in California Civil Code § 1761(c).

195. Plaintiff and California Subclass members are "consumers" as defined in California Civil Code § 1761(d).

196. Ford engaged in unfair and deceptive acts in violation of the California Consumer Legal Remedies Act ("CLRA") through the practices described herein, and by omitting the Spontaneous Fire Risk and misrepresenting and misleading Plaintiffs and the California Subclass about the Fire Risk Vehicles, along with omitting the risks, costs, and monetary damage resulting from the Spontaneous Fire Risk and the inadequate recall repair. These acts and practices violate, at a minimum, the following sections of the CLRA: (a)(2) misrepresenting the source, sponsorship, approval, or certification of goods or services; (a)(5) representing that goods or services have sponsorships, characteristics, uses, benefits, or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection which they do not have; (a)(7) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and (a)(9) advertising goods and services with the intent not to sell them as advertised.

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

198. Ford knew or should have known that its conduct violated the CLRA.

199. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and California Subclass members based on

(i) its own pre-sale durability testing; (ii) the direct and public reports of fires or smoke in 23 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

200. Ford knew that the recall repair it implemented did nothing to address the manufacturing flaw that causes the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and California Subclass members.

201. In the course of its business, Ford violated the CLRA and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk, as alleged herein. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and the California Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk in them. Ford also misrepresented the efficacy and effectiveness of the recall repair it issued for the Fire Risk Vehicles.

202. Ford owed Plaintiff and the California Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles and the adequacy of the recall repair because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk and the nature of its recall repair;

b. Omitted the foregoing from Plaintiff and the California Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiff and the California Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Spontaneous Fire Risk.

203. In failing to disclose the Spontaneous Fire Risk and associated safety risks and repair costs that result from it, Ford has misrepresented the Fire Risk Vehicles, omitted disclosure of the Spontaneous Fire Risk, and breached its duty to disclose.

204. The facts omitted and misrepresented by Ford to Plaintiff and California Subclass members, as described herein, are material in that a reasonable consumer would have considered them important in deciding whether to purchase the Fire Risk Vehicles or to pay a lesser price. Had Plaintiff and California Subclass members known about the defective nature of the Fire Risk Vehicles, they would not have purchased or leased the Fire Risk Vehicles or would have paid less for them.

205. Ford's violations of the CLRA present continuing risk and harm to Plaintiff, the California Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

206. On or about May 16, 2023, Plaintiff's undersigned counsel provided Ford written notice of their violations of the CLRA under California Civil Code § 1782(a) regarding the Fire Risk Vehicles. This letter is in addition to written notice provided on or about February 16, 2023, alerting Ford to nationwide claims and other state-specific claims.

207. Plaintiff and California Subclass members' injuries were proximately caused by Ford's deceptive business practices.

208. Plaintiff and California Subclass members seek all relief available under the CLRA, including equitable relief, damages, and attorneys' fees.

COUNT V

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW

[redacted]

California Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

210. Plaintiff brings this claim on behalf of himself and the California Subclass.

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

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

212. In the course of its business, Ford engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk, as alleged herein. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and California Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk in them. Ford also misrepresented the efficacy and effectiveness of the recall repair of the Fire Risk Vehicles.

213. Ford engaged in unfair competition and unfair, unlawful, or fraudulent business practices through the conduct, statements, and omissions described herein, and by omitting the Spontaneous Fire Risk in the Fire Risk Vehicles from Plaintiff and California Subclass members, along with omitting the risks, costs, and monetary damage resulting from the defect. Ford should have disclosed this information because it was in a superior position to know the true facts related to the Spontaneous Fire Risk, and Plaintiff and California Subclass members could not reasonably be expected to learn or discover the true facts related to the Spontaneous Fire Risk.

214. The Spontaneous Fire Risk causes catastrophic fire in the Fire Risk Vehicles, and this constitutes a safety issue that triggered Ford's duty to disclose the safety issue to consumers.

215. Ford's acts and practices misled and deceived Plaintiff and are likely to deceive the public. In failing to disclose the Spontaneous Fire Risk and omitting other material facts from Plaintiff and California Subclass members, Ford breached its duty to disclose these facts, violated the UCL, and caused injuries to Plaintiff and California Subclass members. Ford's omissions and misrepresentations concerned information that was material to Plaintiff and California Subclass members, as it would have been to all reasonable consumers.

216. The injuries suffered by Plaintiff and California Subclass members are not greatly outweighed by any potential countervailing benefit to consumers or to competition, nor are they injuries that Plaintiff and California Subclass members could or should have reasonably avoided.

217. Ford's acts and practices are unlawful because they violate California Civil Code §§ 1668, 1709, 1710, and 1750, *et seq.*, and California Commercial Code § 2313. Ford knew or should have known its conduct violated the UCL.

218. Plaintiff and California Subclass members have suffered an injury in fact, including the loss of money or property, because of Ford's unfair, unlawful, and deceptive practices.

219. Plaintiff seeks to enjoin further unlawful, unfair, and fraudulent acts or practices by Ford, to obtain restitutionary disgorgement of all monies and revenues generated because of such practices, and all other relief allowed under California Business & Professions Code § 17200.

COUNT VI

VIOLATIONS OF CALIFORNIA FALSE ADVERTISING LAW (Cal. Bus. & Prof. Code § 17500, et seq.)

(Alleged by Plaintiff Currie on behalf of the California Subclass)

220. Plaintiff Currie ("Plaintiff" for the purposes of this claim) and the California Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

221. Plaintiff brings this claim on behalf of himself and the California Subclass.

222. California Business & Professions Code § 17500 states: "It is unlawful for any … corporation … with intent directly or indirectly to dispose of real or personal property … to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated … from this state before the public in any state, in any newspaper or other publication, or any advertising device, … or in any other manner or means whatever, including over the Internet, any statement … which is untrue or

misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . ."

223. Ford caused to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or through the exercise of reasonable care should have been known to Ford, to be untrue and misleading to consumers, including Plaintiff and California Subclass members.

224. Ford violated Section 17500 because its misrepresentations and omissions regarding the safety, reliability, and functionality of the Fire Risk Vehicles as described herein were material, untrue, and misleading, and likely to deceive a reasonable consumer.

225. Plaintiff and California Subclass members have suffered an injury in fact, including the loss of money or property, because of Ford's deceptive advertising. In purchasing or leasing their Fire Risk Vehicles, Plaintiff and California Subclass members relied on Ford's misrepresentations and omissions regarding the safety, reliability, and functionality of the vehicles. Ford's representations and omissions were untrue because the Fire Risk Vehicles were sold or leased with the Spontaneous Fire Risk. Had Plaintiff and California Subclass members known this, they would not have purchased or leased their Fire Risk Vehicles or paid as much for them. Accordingly, Plaintiff and California

Subclass members overpaid for their Fire Risk Vehicles and did not receive the benefit of their bargain.

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

227. Plaintiff, individually and on behalf of the California Subclass members, requests that this Court enter such orders or judgments as necessary to enjoin Ford from continuing its unlawful and deceptive advertising, to restore to Plaintiff and California Subclass members any money Ford acquired by its deceptive advertising, including restitution and restitutionary disgorgement, and for such other relief permitted.

COUNT VII

VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR BREACH OF IMPLIED WARRANTY OF

[redacted] "Plaintiff" for the purposes of this claim) and the California Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

229. Plaintiff brings this claim on behalf of himself and the California Subclass.

230. Plaintiff and California Subclass members are "buyers" within the meaning of Cal. Civ. Code § 1791(b).

231. The Fire Risk Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

232. Ford is the "manufacturer" of the Fire Risk Vehicles within the meaning of Cal. Civ. Code § 1791(j).

233. Ford impliedly warranted to Plaintiff and the California Subclass that the Fire Risk Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792; however, the Fire Risk Vehicles do not have the quality that a buyer would reasonably expect and were therefore not merchantable.

234. Cal. Civ. Code § 1791.1(a) states:

> "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:
>
> (1) Pass without objection in the trade under the contract description.
>
> (2) Are fit for the ordinary purposes for which such goods are used.
>
> (3) Are adequately contained, packaged, and labeled.
>
> (4) Conform to the promises or affirmations of fact made on the container or label.

235. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

236. Ford breached the implied warranty of merchantability by selling Fire Risk Vehicles containing a defect leading to possible fires during ordinary operating conditions. This defect has deprived Plaintiff and California Subclass members of the benefit of their bargain.

237. Plaintiff and the California Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because Plaintiff and the California Subclass are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied warranties. The

dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers.

238. Notice of breach is not required because Plaintiff and California Subclass members did not purchase their automobiles directly from Ford. Nonetheless, Plaintiff's counsel sent notification to Ford on or about May 16, 2023. In addition, Plaintiffs provided written notice on or about February 16, 2023, alerting Ford to nationwide claims and other state-specific claims.

239. Plaintiff and California Subclass members were and are third-party beneficiaries to Ford's contracts with Ford-certified/authorized retailers who sold or leased the Fire Risk Vehicles to Plaintiff and California Subclass members.

240. As a direct and proximate result Ford's breach of the implied warranty of merchantability, Plaintiff and California Subclass members received goods whose dangerous condition now renders them at least partially inoperable and substantially impairs their value. Plaintiff and California Subclass members have been damaged as they overpaid for their vehicles, and now suffer the partial or complete loss of use of their Fire Risk Vehicles.

241. Under Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff and California Subclass members are entitled to damages and other legal and equitable relief

including, at their election, the purchase price of their Fire Risk Vehicles, or the overpayment or diminution in value of their Fire Risk Vehicles.

242. Under Cal. Civ. Code § 1794, Plaintiff and California Subclass members are entitled to costs and attorneys' fees.

2. Florida

COUNT VIII

VIOLATION OF FLORIDA'S UNFAIR & DECEPTIVE TRADE PRACTICES ACT

[redacted] ("Plaintiff" for purposes of this claim) and the Florida Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

244. Plaintiff brings this claim on behalf of himself and the Florida Subclass.

245. Plaintiff and the Florida Subclass members are "consumers" within the meaning of the Florida Unfair and Deceptive Trade Practices Act ("FUDTPA"), Fla. Stat. § 501.203(7).

246. Ford engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8).

247. The FUDTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1).

248. In the course of its business, Ford violated the FUDTPA and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk, as alleged herein, as well as the true nature of the recall repair it was performing on the Fire Risk Vehicles. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and the Florida Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk in them.

249. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiffs and the Florida Subclass.

250. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unfair and deceptive business practices in violation of the FUDTPA.

251. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the Florida Subclass, and is material to Plaintiff.

252. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the Florida Subclass, and did in fact deceive and mislead Plaintiff.

253. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiff and the Florida Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the Florida Subclass, and did in fact deceive and mislead Plaintiff.

254. Plaintiff and Florida Subclass members could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

255. Ford knew or should have known that its conduct violated the FUDTPA.

256. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and the Florida Subclass members based on

(i) its own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

257. As alleged herein, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

258. Ford owed Plaintiff and the Florida Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk;

b. Omitted the foregoing from Plaintiff and the Florida Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiff and the Florida Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Defect.

259. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiff and the Florida Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiff and the Florida Subclass were deprived of the benefit of their bargain since the vehicles they purchased or leased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Had Plaintiff and the

Florida Subclass been aware of the Spontaneous Fire Risk in their vehicles, they would either not have bought or leased their Fire Risk Vehicles or would have paid less for them.

260. Ford's violations of the FUDTPA present a continuing risk to Plaintiff, the Florida Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

261. Because Ford's deceptive acts and practices caused injury to Plaintiff and the Florida Subclass, they seek and are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1). Plaintiffs and the Florida Subclass also seek an order enjoining Ford's unfair, unlawful, and deceptive practices, declaratory relief, costs, and any other just and proper relief available under the FUDTPA.

COUNT IX

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER FLORIDA LAW (Fla. Stat. § 672.314)

[redacted] "Plaintiff" for purposes of this claim) and the Florida Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

263. Plaintiff brings this claim on behalf of himself and the Florida Subclass.

264. Ford is a "merchant" within the meaning of Fla. Stat. § 672.104, and a "seller" of motor vehicles within the meaning of Fla. Stat. § 672.103(d).

265. Under Florida law, an implied warranty of merchantability attaches to the Fire Risk Vehicles. *See* Fla. Stat. § 672.314.

266. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that make the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles as well as an unreasonable risk of damage and harm to their homes and other structures, passengers, and bystanders. The Spontaneous Fire Risk renders the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when sold and leased, and at all times thereafter.

267. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

268. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their

ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

269. Plaintiff and the Florida Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them.

270. It was reasonable to expect that Plaintiff and the Florida Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

271. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiff's counsel (including letters sent on or about February 16, 2023, and on or about May 16, 2023), consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint.

272. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the Florida Subclass have been damaged in an amount to be determined at trial.

3. Illinois

COUNT X

VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
[redacted]*t seq.*, and 720 ILCS 295/1A)

[redacted]and Foltz on behalf of the Illinois Subclass)

[redacted]"Plaintiffs" for purposes of this claim) and the Illinois Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

274. Plaintiffs bring this claim on behalf of themselves and the Illinois Subclass.

275. Ford is a "person" as that term is defined in 815 ILCS 505/1(c).

276. Plaintiffs and the Illinois Subclass are "consumers" as that term is defined in 815 ILCS 505/1(e).

277. The Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois CFA") prohibits "unfair or deceptive acts or practices, including, but not limited to, the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact … in the conduct of trade or commerce … whether any person has in fact been misled, deceived or damaged thereby." 815 ILCS 505/2.

278. In the course of its business, Ford violated the Illinois CFA and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk, as alleged herein, as well as the true nature of the recall repair it was performing on the Fire Risk Vehicles. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiffs and the Illinois Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk in them.

279. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiffs and the Illinois Subclass.

280. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unfair and deceptive business practices in violation of the Illinois CFA.

281. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the Illinois Subclass, and it is material to Plaintiffs.

282. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead

a reasonable consumer acting reasonably under the circumstances, such as Plaintiffs and the Illinois Subclass, and did in fact deceive and mislead Plaintiffs.

283. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiffs and the Illinois Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the Illinois Subclass, and did in fact deceive and mislead Plaintiffs.

284. Plaintiffs and the Illinois Subclass members could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

285. Ford knew or should have known that its conduct violated the Illinois CPA.

286. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiffs and the Illinois Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires or smoke in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

287. As alleged herein, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

288. Ford owed Plaintiffs and the Illinois Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk and the true nature of the recall repair;

b. Omitted the foregoing from Plaintiffs and the Illinois Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiffs and the Illinois Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Fire Risk well prior to the issue of its recall notice in 2022.

289. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiffs and the Illinois Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiffs and the Illinois Subclass were deprived of the benefit of their bargain since the vehicles they purchased or leased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Had Plaintiffs and the Illinois Subclass been aware of the Spontaneous Fire Risk in their vehicles, they

would either not have bought or leased their Fire Risk Vehicles or would have paid less for them.

290. Ford's violations of the Illinois CPA present continuing risk and harm to Plaintiffs, the Illinois Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

291. Under 815 ILCS 505/10a(a), Plaintiffs and the Illinois Subclass seek monetary relief against Ford in the amount of actual damages. Plaintiffs and the Illinois Subclass also seek an order enjoining Ford's unfair and deceptive acts or practices, attorneys' fees, and any other just and proper relief available under 815 ILCS § 505/1 *et seq.*

COUNT XI

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER ILLINOIS LAW

4)

behalf of the Illinois Subclass)

"Plaintiffs" for purposes of this claim)

and the Illinois Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

293. Plaintiffs bring this claim on behalf of themselves and the Illinois Subclass.

294. Ford is a "merchant" within the meaning of 810 ILCS 5/2-103(2) and 810 ILCS 5/2-104, and a "seller" of motor vehicles within the meaning of 810 ILCS 5/2-103(1)(d).

295. Under Illinois law, an implied warranty of merchantability attaches to the Fire Risk Vehicles. 810 ILCS 5/2-314.

296. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

297. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

298. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their

ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

299. Plaintiffs and the Illinois Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them.

300. It was reasonable to expect that Plaintiffs and the Illinois Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

301. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiffs' counsel (including letters sent on or about February 16, 2023, and on or about May 16, 2023), consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint.

302. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiffs and the Illinois Subclass have been damaged in an amount to be determined at trial.

4. Massachusetts

COUNT XII

BREACH OF MASSACHUSETTS'S IMPLIED WARRANTY OF MERCHANTABILITY
(Mass. Gen. Laws Ann. Ch. 106, § 2-314)

[redacted]**on behalf of the Massachusetts Subclass)**

303. Plaintiff and the Massachusetts Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

304. Plaintiff brings this action on behalf of himself and the Massachusetts Subclass.

305. Ford is a "merchant" of motor vehicles, and the Fire Risk Vehicles are "goods" under Massachusetts law. *See* MGLA Ch. 106, § 2-104(1).

306. Under MGLA Ch. 106, § 2-314, a warranty that the Fire Defect Vehicles were in merchantable condition was implied by law in the transactions when Plaintiff and the Massachusetts Subclass members purchased or leased them.

307. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage

and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

308. The fuel injector defect existed at the time the Fire Risk Vehicles implicated by the Spontaneous Fire Risk left Ford's possession or control.

309. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

310. Plaintiff and the Massachusetts Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because Plaintiff and the Massachusetts Subclass are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers.

311. In addition, or in the alternative, Plaintiffs and the Massachusetts Subclass members directly relied on Ford's advertising, as alleged above.

312. It was reasonable to expect that Plaintiff and the Massachusetts Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability

313. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiffs' counsel (including letters sent on or about February 16, 2023, and on or about May 16, 2023), by consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint.

314. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the other Massachusetts Subclass members have been damaged in an amount to be determined at trial.

5. New York

COUNT XIII

VIOLATION OF NEW YORK'S DECEPTIVE ACTS AND PRACTICES (N.Y. Gen. Bus. Law § 349, *et seq.*)

(Alleged b [redacted] on behalf of the New York Subclass)

315. Plaintiffs [redacted] "Plaintiffs" for the purposes of this claim) and the New York Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

316. Plaintiffs bring this action on behalf of themselves and the New York Subclass.

317. Plaintiffs and the New York Subclass members are "persons" within the meaning of New York General Business Law ("NYGBL"), N.Y. Gen. Bus. Law § 349(h).

318. Ford is a "person," "firm," "corporation," or "association" within the meaning of NYGBL Section 349.

319. NYGBL Section 349 declares unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce, or in the furnishing of any service in this state. . . ." Material omissions are also actionable under NYGBL § 349.

320. By omitting the Spontaneous Fire Risk and misleading Plaintiffs and the New York Subclass about the Fire Risk Vehicles and the recall repair, Ford's

conduct described herein constitutes "deceptive acts or practices" within the meaning of the NYGBL.

321. In the course of its business, Ford violated NYGBL Section 349 and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk and the nature of the recall repair, as alleged herein. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and the New York Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk.

322. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiffs and the New York Subclass.

323. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unfair and deceptive business practices in violation of NYGBL.

324. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the New York Subclass, and it is material to Plaintiffs.

325. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiffs and the New York Subclass, and did in fact deceive and mislead Plaintiffs.

326. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiffs and the New York Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiffs and the New York Subclass, and did in fact deceive and mislead Plaintiffs.

327. Plaintiffs could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

328. Ford knew or should have known that its conduct violated NYGBL.

329. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiffs and the New York Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires in

54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

330. As alleged above, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

331. Ford owed Plaintiffs and the New York Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk;

b. Omitted the foregoing from Plaintiffs and the New York Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiffs and the New York Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Fire Risk well prior to the issue of its recall notice in 2022.

332. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiffs and the New York Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiffs and the New York Subclass were deprived of the benefit of their bargain since the vehicles they purchased or leased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Plaintiff Anglerau suffered

additional harm because her Fire Risk Vehicle caught fire as a result of faulty fuel injectors. Had Plaintiffs and the New York Subclass been aware of the Spontaneous Fire Risk in their vehicles, they would either not have bought or leased their Fire Risk Vehicles or would have paid less for them.

333. Ford's violations of NYGBL have harmed Plaintiff Anglerau, and these violations present continuing risk and harm to Plaintiff Murray-Volpi, the New York Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors.

334. Because Ford's deceptive acts and practices caused injury to Plaintiffs and the New York Subclass, they seek monetary relief against Ford in the greater amount of actual damages or statutory damages, and reasonable attorneys' fees and costs. Plaintiffs and the New York Subclass also seek an order enjoining Ford's unlawful practices and any other just and proper relief available under NYGBL Section 349.

COUNT XIV

VIOLATION OF NEW YORK'S FALSE ADVERTISING ACT (N.Y. Gen. Bus. Law § 350)

(Alleged by Plainti [redacted] n behalf of the New York Subclass)

335. Plaintiff and the New York Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

336. Plaintiff brings this action on behalf of herself and the New York Subclass.

337. Ford was and is engaged in the "conduct of business, trade or commerce" within the meaning of N.Y. Gen. Bus. Law § 350.

338. New York's General Business Law ("NYGBL") Section 350 makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce[.]" False advertising includes "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect," taking into account "the extent to which the advertising fails to reveal facts material in the light of . . . representations [made] with respect to the commodity. . . ." N.Y. Gen. Bus. Law § 350-a.

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

340. Ford violated NYGBL Section 350 because it omitted facts regarding the Spontaneous Fire Risk and misrepresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles to Plaintiff and New York Subclass members, as alleged herein, which were material omissions and misrepresentations

and likely to deceive a reasonable consumer, such as Plaintiff and New York Subclass members.

341. Plaintiff and the New York Subclass suffered injury, including the loss of money or property, because of Ford's false advertising. In purchasing or leasing their Fire Risk Vehicles, Plaintiff and the New York Subclass members relied on Ford's misrepresentations and omissions regarding the safety, quality, functionality, and reliability of the Fire Risk Vehicles. Had Plaintiff and the New York Subclass members known about the Spontaneous Fire Risk, they would not have purchased or leased their Fire Risk Vehicles or paid as much for them.

342. Under NYGBL Section 350, Plaintiff and the New York Subclass seek monetary relief against Ford in the greater amount of actual damages or statutory damages. Plaintiff and the New York Subclass also seek an order enjoining Ford's unlawful practices, attorneys' fees, costs, and any other just and proper relief available under NYGBL Section 350.

COUNT XV

BREACH OF NEW YORK'S IMPLIED WARRANTY OF MERCHANTABILITY (N.Y. U.C.C. Law §§ 2-314; 2A-212)

(Alleged by [redacted] on behalf of the New York Subclass)

343. Plaintiff and the New York Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

344. Plaintiff brings this action on behalf of herself and the New York Subclass.

345. Ford is a "merchant[]" and "seller[]" of motor vehicles, and the Fire Risk Vehicles are "goods" under New York law. *See* N.Y. U.C.C. § 2-104(1).

346. Under N.Y. U.C.C. §§ 2-314; 2A-212, an implied warranty of merchantability attaches to the Fire Risk Vehicles when they were sold or leased by Ford to Plaintiff and the New York Subclass members.

347. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

348. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

349. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

350. Plaintiff and the New York Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because Plaintiff and the New York Subclass are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied warranties. The dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers.

351. It was reasonable to expect that Plaintiff and the New York Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

352. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiffs' counsel (including letters sent on or about February 16, 2023, and on or about May 16,

2023), by consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint.

353. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the New York Subclass have been damaged in an amount to be determined at trial.

6. Oregon

COUNT XVI

VIOLATION OF OREGON'S UNLAWFUL TRADE PRACTICES ACT
(Or. Rev. Stat. Ann. § 646.605, *et seq.*)

(Alleged by [redacted] on behalf of the Oregon Subclass)

354. Plaintiff [redacted] ("Plaintiff" for purposes of this claim) and the Oregon Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

355. Plaintiff brings this claim on behalf of herself and the Oregon Subclass.

356. Ford is a "person" within the meaning of meaning of the Oregon Unlawful Trade Practices Act ("OUTPA"), Or. Rev. Stat. Ann. § 646.605(4).

357. Ford engaged in "trade" or "commerce" within the meaning of Or. Rev. Stat. Ann. § 646.605(8).

358. The OUTPA prohibits a person from engaging in "an unlawful trade practice." Or. Rev. Stat. Ann. § 646.607. The OUTPA states that "[a] person

engages in an unlawful practice if in the course of the person's business . . . the person . . . represents that real estate, goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that the real estate, goods or services do not have," Or. Rev. Stat. Ann. § 646.608(1)(e), or "[r]epresents that real estate, goods or services are of a particular standard, quality, or grade, or that real estate or goods are of a particular style or model, if the real estate, goods or services are of another." Or. Rev. Stat. Ann. § 646.608(1)(g).

359. In the course of its business, Ford violated the OUTPA and engaged in unlawful trade practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk, as alleged herein, as well as the true nature of the recall repair it was performing on the Fire Risk Vehicles. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and the Oregon Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk in them.

360. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiffs and the Oregon Subclass.

361. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unlawful trade practices in violation of the OUTPA.

362. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the Oregon Subclass, and is material to Plaintiff.

363. Ford's unlawful trade practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the Oregon Subclass, and did in fact deceive and mislead Plaintiff.

364. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiff and the Oregon Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the Oregon Subclass, and did in fact deceive and mislead Plaintiff.

365. Plaintiff and Oregon Subclass members could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

366. Ford knew or should have known that its conduct violated the OUTPA.

367. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and the Oregon Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

368. As alleged herein, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

369. Ford owed Plaintiff and the Oregon Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk;

b. Omitted the foregoing from Plaintiff and the Oregon Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiff and the Oregon Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Defect.

370. Ford's unlawful trade practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiff

and the Oregon Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiff and the Oregon Subclass were deprived of the benefit of their bargain since the vehicles they purchased or leased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Had Plaintiff and the Oregon Subclass been aware of the Spontaneous Fire Risk in their vehicles, they would either not have bought or leased their Fire Risk Vehicles or would have paid less for them.

371. Ford's violations of the OUTPA present a continuing risk to Plaintiff, the Oregon Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

372. Because Ford's unlawful trade practices caused injury to Plaintiff and the Oregon Subclass, they seek and are entitled to recover their actual damages under Or. Rev. Stat. Ann. § 646.638(8)(a) and attorneys' fees under Or. Rev. Stat. Ann. § 646.638(3). Plaintiff and the Oregon Subclass also seek punitive damages under Or. Rev. Stat. Ann. § 646.638(8)(b), an order enjoining Ford's unlawful trade practices under Or. Rev. Stat. Ann. § 646.638(8)(c), and any other just and proper relief available under the OUTPA.

COUNT XVII
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER OREGON LAW
(Or. Rev. Stat. §72.3140)

(Alleged by Plaintiff [redacted] on behalf of the Oregon Subclass)

373. Plaintiff [redacted] ("Plaintiff" for the purposes of this claim) and the Oregon Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

374. Plaintiff brings this action on behalf of herself and the Oregon Subclass.

375. Ford is a "merchant" within the meaning of Or. Rev. Stat. § 72.1040(1), and "seller" of motor vehicles within the meaning of Or. Rev. Stat. § 72.1030(1)(d).

376. The Fire Risk Vehicles are "goods" under Or. Rev. Stat. § 72.5010 (*see* Or. Rev. Stat. § 72.1030(2)(m)). Under Or. Rev. Stat. § 72.3140, an implied warranty of merchantability attaches to the Fire Risk Vehicles.

377. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners

and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

378. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

379. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

380. Plaintiff and the Oregon Subclass were and are third-party beneficiaries of Ford's contracts with Ford-certified/authorized retailers who sold or leased the Fire Risk Vehicles to Plaintiff and the Oregon Subclass members.

381. It was reasonable to expect that Plaintiff and the Oregon Subclass members would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

382. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiff's counsel to Ford

(including letters sent on or about February 16, 2023, and on or about May 16, 2023), consumer complaints to NHTSA regarding the defect that is the subject of this Complaint, and/or by the allegations contained in this Complaint.

383. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the Oregon Subclass have been damaged in an amount to be determined at trial.

7. Washington

COUNT XVIII

VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (Wash. Rev. Code §§ 19.86.010, *et seq.*)

(Alleged by Plaintiff [redacted] on behalf of the Washington Subclass)

384. Plaintiff [redacted] ("Plaintiff" for the purposes of this claim) and the Washington Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

385. Plaintiff brings this action on behalf of herself and the Washington Subclass.

386. Ford committed the acts complained of herein in the course of "trade" or "commerce" within the meaning of Wash. Rev. Code § 19.96.010.

387. The Washington Consumer Protection Act ("Washington CPA") broadly prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Wash. Rev. Code § 19.96.010.

388. In the course of its business, Ford concealed the Spontaneous Fire Risk in the Fire Risk Vehicles and its failure to adequately design and test the vehicles to ensure their safety as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Fire Risk Vehicles.

389. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiff and the Washington Subclass.

390. By failing to disclose and by actively concealing the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, and of high quality, Ford engaged in unfair and deceptive business practices in violation of the Washington CPA.

391. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the Washington Subclass, and it is material to Plaintiff.

392. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk, the Fire Risk Vehicles, and the nature of the recall repair were likely to deceive or mislead a reasonable consumer acting reasonably under

the circumstances, such as Plaintiff and the Washington Subclass, and did in fact deceive and mislead Plaintiff.

393. Ford failed to disclose material information about the Spontaneous Fire Risk, the recall repair and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiff and the Washington Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the Washington Subclass, and did in fact deceive and mislead Plaintiff.

394. Plaintiff and the Washington Subclass members could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

395. Ford knew or should have known that its conduct violated the Washington CPA.

396. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and the Washington Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

397. As alleged above, Ford made material statements about the safety and reliability of the Fire Risk Vehicles that were either false or misleading.

398. Ford owed Plaintiff and the Washington Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the risks of the Fire Risk Vehicles and the nature of the recall repair;

b. Intentionally concealed the foregoing from Plaintiff and the Washington Subclass;

c. Made incomplete representations about the safety and reliability of the Fire Risk Vehicles, while purposefully withholding material facts from Plaintiff and the Washington Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Fire Risk well prior to the issue of its recall notice in 2022.

399. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiff and the Washington Subclass. Because Ford omitted the Spontaneous Fire Risk, Fire Risk Vehicle owners were deprived of the benefit of their bargain since the vehicles they purchased or leased were worth less than they would have been if they were free from the known serious safety defect. Had Fire Risk Vehicle owners been aware of the defects in their vehicles, they would either not have bought or leased their vehicles or would have paid less for them.

400. Ford's violations of the Washington CPA present continuing risk and harm to Plaintiff, the Washington Subclass, and the public. In particular and as

alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

401. Ford is liable to Plaintiff and the Washington Subclass for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages, as well as any other remedies the Court may deem appropriate under Wash. Rev. Code § 19.86.090.

COUNT XIX

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER WASHINGTON LAW (Wash. Rev. Code § 62A.2-314)

(Alleged by Plaintiff [redacted] on behalf of the Washington Subclass)

402. Plaintiff [redacted] ("Plaintiff" for the purposes of this claim) and the Washington Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

403. Plaintiff brings this action on behalf of herself and the Washington Subclass.

404. Ford is a "merchant" and "seller" of motor vehicles.

405. Under Washington law, an implied warranty of merchantability attaches to the Fire Risk Vehicles. Wash. Rev. Code § 62A.2-314.

406. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the

Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

407. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

408. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

409. Plaintiff and the Washington Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because Plaintiff and the Washington Subclass are intended third-party beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied warranties. The

dealers were not intended to be the ultimate consumers of the Fire Risk Vehicles and have no rights under the warranty agreements provided with the Fire Risk Vehicles; the warranty agreements were designed for and intended to benefit consumers.

410. It was reasonable to expect that Plaintiff and the Washington Subclass members would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

411. Ford was provided notice of these issues within a reasonable time of Plaintiff's knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiff's counsel to Ford (including letters sent on or about February 16, 2023, and on or about May 16, 2023), consumer complaints to NHTSA regarding the defect that is the subject of this Complaint, and/or by the allegations contained in this Complaint.

412. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff and the Washington Subclass have been damaged in an amount to be determined at trial.

8. West Virginia

COUNT XX

VIOLATION OF WEST VIRGINIA'S GENERAL CONSUMER PROTECTION ACT
(W. Va. Code Ann. § 46A-6-101, *et seq.*)

(Alleged by Plaintiffs [redacted] and [redacted] on behalf of the West Virginia Subclass)

413. Plaintiffs [redacted] ("Plaintiffs" for the purposes of this claim) and the West Virginia Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

414. Plaintiffs bring this action on behalf of themselves and the West Virginia Subclass.

415. Plaintiffs and the West Virginia Subclass members are "consumers" within the meaning of West Virginia's General Consumer Protection Act (WVCPA) § 46A-6-102(2).

416. WVCPA § 46A-6-104 declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Such unlawful acts or practices are defined to include, among other things, "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have," *id.* § 46A-6-102(7)(E), "[r]epresenting that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they

are of another," *id.* § 46A-6-102(7)(G), and "[a]dvertising . . . any statement or representation with regard to the sale of goods . . . which is false, misleading or deceptive or which omits to state material information which is necessary to make the statements therein not false, misleading or deceptive," *id.* § 46A-6-102(7)(N).

417. By omitting the Spontaneous Fire Risk and misleading Plaintiffs and the West Virginia Subclass about the Fire Risk Vehicles and the recall repair, Ford's conduct described herein constitutes "deceptive acts or practices" within the meaning of the WVCPA.

418. In the course of its business, Ford violated WVCPA § 46A-6-104 and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk and the nature of the recall repair, as alleged herein. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiffs and the West Virginia Subclass members. Ford also mispresented the safety, quality, functionality, and reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk.

419. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiffs and the West Virginia Subclass.

420. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unfair and deceptive business practices in violation of WVCPA.

421. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the West Virginia Subclass, and it is material to Plaintiffs.

422. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiffs and the West Virginia Subclass, and did in fact deceive and mislead Plaintiffs.

423. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiffs and the West Virginia Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiffs and the West Virginia Subclass, and did in fact deceive and mislead Plaintiffs.

424. Plaintiffs could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

425. Ford knew or should have known that its conduct violated the WVCPA.

426. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiffs and the West Virginia Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

427. As alleged above, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

428. Ford owed Plaintiffs and the West Virginia Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk;

b. Omitted the foregoing from Plaintiffs and the West Virginia Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiffs and

the West Virginia Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Fire Risk well prior to the issue of its recall notice in 2022.

429. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiffs and the West Virginia Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiff and the West Virginia Subclass were deprived of the benefit of their bargain since the vehicles they purchased or leased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Had Plaintiffs and the West Virginia Subclass been aware of the Spontaneous Fire Risk in their vehicles, they would either not have bought or leased their Fire Risk Vehicles or would have paid less for them.

430. Ford's violations of WVCPA present continuing risk and harm to Plaintiffs, the West Virginia Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

431. Because Ford's deceptive acts and practices caused injury to Plaintiffs and the West Virginia Subclass, they seek monetary relief against Ford in the greater amount of actual damages or statutory damages, and reasonable attorneys' fees and costs. Plaintiffs and the West Virginia Subclass also seek an order

enjoining Ford's unlawful practices and any other just and proper relief available under WVCPA § 46A-6-102.

COUNT XXI

BREACH OF WEST VIRGINIA'S IMPLIED WARRANTY OF MERCHANTABILITY (W. Va. Code Ann. § 46-2-314)

(Alleged by Plaintiffs [redacted] on behalf of the West Virginia Subclass)

432. Plaintiffs and the West Virginia Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

433. Plaintiffs bring this action on behalf of themselves and the West Virginia Subclass.

434. Ford is a "merchant" of motor vehicles, and the Fire Risk Vehicles are "goods" under West Virginia law. *See* W. Va. Code Ann. § 46-2-314(1).

435. Under W. Va. Code Ann. § 46-2-314, an implied warranty of merchantability attaches to the Fire Risk Vehicles when they were sold or leased by Ford to Plaintiffs and the West Virginia Subclass members.

436. The Fire Risk Vehicles were not merchantable when sold or leased because they are prone to a spontaneous and unreasonable risk of fire due to the Spontaneous Fire Risk described herein. Without limitation, the Fire Risk Vehicles share a common defect in that they are all equipped with the same defective fuel injectors that makes the vehicles susceptible to a risk of spontaneous fire, causing

an unreasonable risk of death, serious bodily harm, and property damage to owners and lessees of the Fire Risk Vehicles, as well as an unreasonable risk of damage and harm to their homes or other nearby property, passengers, and bystanders. The Spontaneous Fire Risk rendered the Fire Risk Vehicles unmerchantable and unfit for their ordinary use of driving when they were sold or leased, and at all times thereafter.

437. The fuel injector defect existed at the time the Fire Risk Vehicles containing the Spontaneous Fire Risk left the possession or control of Ford.

438. Based upon the dangerous product defect, Ford failed to meet the expectations of a reasonable consumer. The Fire Risk Vehicles failed their ordinary, intended use because the vehicles contain the Spontaneous Fire Risk and therefore do not function as a reasonable consumer would expect.

439. Plaintiffs and the West Virginia Subclass have had sufficient direct dealings with either Ford or its agents (dealerships) to establish privity of contract between them. Nonetheless, privity is not required here because "no action by a consumer for breach of warranty . . . with respect to goods subject to a consumer transaction shall fail because of a lack of privity between the consumer and the party against whom the claim is made." WVCPA § 46A-6-108.

440. It was reasonable to expect that Plaintiffs and the West Virginia Subclass would be affected by the Fire Risk Vehicles, and they are therefore entitled to the protections of the implied warranty of merchantability.

441. Ford was provided notice of these issues within a reasonable time of Plaintiffs' knowledge of the non-conforming or defective nature of the Fire Risk Vehicles by the filing of this Complaint, by letters from Plaintiffs' counsel (including letters sent on or about February 16, 2023, and on or about May 16, 2023), by consumer complaints to NHTSA regarding the Fire Risk that is the subject of this Complaint, and/or by the allegations contained in this Complaint.

442. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiffs and the West Virginia Subclass have been damaged in an amount to be determined at trial.

9. Wisconsin

COUNT XXII

VIOLATION OF WISCONSIN'S DECEPTIVE TRADE PRACTICES ACT (Wis. Stat. Ann. § 100.18, *et seq.*)

(Alleged by Plaintiff [redacted] on behalf of the Wisconsin Subclass)

443. Plaintiff [redacted] ("Plaintiff" for the purposes of this claim) and the Wisconsin Subclass reallege and incorporate by reference all paragraphs as though fully set forth herein.

444. Plaintiff brings this action on behalf of herself and the Wisconsin Subclass.

445. Plaintiff and the Wisconsin Subclass members are "consumers" within the meaning of Wisconsin's Deceptive Trade Practices Act (WDTPA) § 46A-6-102(2).

446. The WDTPA, Wis. Stat. Ann. § 100.18, declares unlawful, among other things, any "advertisement, announcement, statement or representation contain[ing] any assertion, representation or statement of fact which is untrue, deceptive or misleading." *Id.* § 100.18(1).

447. By omitting the Spontaneous Fire Risk and misleading Plaintiff and the Wisconsin Subclass about the Fire Risk Vehicles and the recall repair, Ford's conduct described herein constitutes "deceptive acts or practices" within the meaning of the WDTPA.

448. In the course of its business, Ford violated the WDTPA, Wis. Stat. Ann. § 100.18, and engaged in deceptive acts or practices with the marketing and sale or lease of the Fire Risk Vehicles because it misrepresented and omitted material facts concerning the Fire Risk Vehicles, specifically the existence of the Spontaneous Fire Risk and the nature of the recall repair, as alleged herein. Ford omitted the fact of the Spontaneous Fire Risk from Plaintiff and the Wisconsin Subclass members. Ford also mispresented the safety, quality, functionality, and

reliability of the Fire Risk Vehicles given the existence of the Spontaneous Fire Risk.

449. Ford's actions described herein occurred in the conduct of trade or commerce, specifically the sale or lease of the Fire Risk Vehicles to Plaintiff and the Wisconsin Subclass.

450. By failing to disclose and omitting the Spontaneous Fire Risk in the Fire Risk Vehicles, which it marketed as safe, reliable, of high quality, and safe for ordinary use, Ford engaged in unfair and deceptive business practices in violation of WDTPA.

451. The Spontaneous Fire Risk would be material to a reasonable consumer, such as the Wisconsin Subclass, and it is material to Plaintiff.

452. Ford's deceptive act or practices described herein concerning the Spontaneous Fire Risk and the Fire Risk Vehicles were likely to deceive or mislead a reasonable consumer acting reasonably under the circumstances, such as Plaintiff and the Wisconsin Subclass, and did in fact deceive and mislead Plaintiff.

453. Ford failed to disclose material information about the Spontaneous Fire Risk and the Fire Risk Vehicles, which Ford possessed and of which consumers, like Plaintiff and the Wisconsin Subclass, were unaware. Ford's failure to disclose this material information about the Spontaneous Fire Risk and the Fire Risk Vehicles was likely to deceive or mislead a reasonable consumer acting

reasonably under the circumstances, such as Plaintiff and the Wisconsin Subclass, and did in fact deceive and mislead Plaintiff.

454. Plaintiff could not have discovered the existence of the Spontaneous Fire Risk, or Ford's deception and responsibility for the Spontaneous Fire Risk, until shortly before this class action was commenced.

455. Ford knew or should have known that its conduct violated the WDTPA.

456. Ford knew about the Spontaneous Fire Risk affecting the Fire Risk Vehicles owned or leased by Plaintiff and the Wisconsin Subclass members based on (i) its own pre-sale durability testing; (ii) the direct and public reports of fires in 54 Fire Risk Vehicles; and (iii) Ford's own investigation of fires in the Fire Risk Vehicles.

457. As alleged above, Ford made material statements about the safety, functionality, quality, and reliability of the Fire Risk Vehicles that were either false or misleading.

458. Ford owed Plaintiff and the Wisconsin Subclass a duty to disclose the true safety and reliability of the Fire Risk Vehicles because Ford:

a. Possessed exclusive knowledge about the Spontaneous Fire Risk;

b. Omitted the foregoing from Plaintiff and the Wisconsin Subclass;

c. Made misleading and incomplete representations about the safety, quality, functionality, and reliability of the Fire Risk Vehicles, while withholding material facts from Plaintiff and the Wisconsin Subclass that contradicted these representations; and/or

d. Had duties under the TREAD Act and related regulations to disclose and remedy the Fire Risk well prior to the issue of its recall notice in 2022.

459. Ford's deceptive acts and practices alleged herein directly and proximately caused actual damages and an ascertainable monetary loss to Plaintiff and the Wisconsin Subclass. Because Ford omitted the Spontaneous Fire Risk, Plaintiff and the Wisconsin Subclass were deprived of the benefit of their bargain since the vehicles they purchased or leased were worth less than they would have been if they were free from the Spontaneous Fire Risk. Had Plaintiff and the Wisconsin Subclass been aware of the Spontaneous Fire Risk in their vehicles, they would either not have bought or leased their Fire Risk Vehicles or would have paid less for them.

460. Ford's violations of WDTPA present continuing risk and harm to Plaintiff, the Wisconsin Subclass, and the public. In particular and as alleged herein, Ford has yet to provide an adequate fix for the defective fuel injectors. Furthermore, Ford's "fix" raises additional safety concerns.

461. Because Ford's deceptive acts and practices caused injury to Plaintiff and the Wisconsin Subclass, they seek monetary relief against Ford in the greater

amount of actual damages or statutory damages, and reasonable attorneys' fees and costs. Plaintiff and the Wisconsin Subclass also seek an order enjoining Ford's unlawful practices and any other just and proper relief available under WDTPA, Wis. Stat. Ann. § 100.18.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Nationwide Class and State-specific Subclasses, respectfully request that the Court enter judgment in their favor and against Ford, as follows:

A. Certification of the proposed Nationwide Class and State-specific Subclasses, including appointment of Plaintiffs' counsel as Class Counsel;

B. Restitution, including at the election of Nationwide Class and State-specific Subclass members, recovery of the purchase price of their Fire Risk Vehicles, or the overpayment for their vehicles;

C. Damages, costs, and disgorgement in an amount to be determined at trial;

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

E. An award of costs and attorneys' fees;

F. An order enjoining Ford's deceptive acts or practices; and

G. Such other or further relief as may be appropriate.

DEMAND FOR JURY TRIAL

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

DATED: June 2, 2023

Respectfully Submitted,

/s/ Steve W. Berman

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

[redacted]
similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware Limited Liability Company,

Defendant.

Case No. 4:23-cv-10420-SDK-APP

Honorable Shalina D. Kumar

Magistrate Judge Anthony P. Patti

INDEX OF EXHIBITS TO AMENDED CLASS ACTION COMPLAINT

No.	Description
1.	Ford Motor Company, Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire (Nov. 18, 2022)
2.	NHTSA Part 573 Safety Recall Report 22V-191 (Mar. 25, 2022)
3.	NHTSA Part 573 Safety Recall Report 22V-859 (Nov. 22, 2022)
4.	MY 2020 Ford Escape brochure
5.	MY 2021 Ford Escape brochure
6.	MY 2022 Ford Escape brochure
7.	MY 2021 Ford Bronco Sport brochure v.2
8.	MY 2022 Ford Bronco Sport brochure
9.	MY 2021 Ford Bronco Sport brochure
10.	2023 Ford Escape, Edmunds.com
11.	2023 Ford Bronco, Edmunds.com

12.	2023 Model Year Ford Warranty Guide
13.	Joey Capparella, The 2020 Ford Escape Looks to Fill a Car-Shaped Hole in the Lineup, CAR & DRIVER (Apr. 2, 2019)
14.	*2021 Ford Bronco and Bronco Sport On-Sale Dates and How to Order One*, CAR & DRIVER (Jul. 13, 2020)
15.	*Testing in the Extremes: How Ford's Multiple Testing Facilities Push Vehicles to the Limit*, FORD.COM (Oct. 7, 2019)
16.	National Highway Traffic Safety Administration, *National Telephone Survey of Reported and Unreported Motor Vehicle Crashes* (July 2015) (excerpt)
17.	*National Highway Traffic Safety Administration, Traffic Safety Facts 2019: A Compilation of Motor Vehicle Crash Data* (2019) (excerpt)
18.	Selected NHTSA complaints re: 2021 Ford Bronco Sport, available at https://www.nhtsa.gov/vehicle/2021/FORD/BRONCO%252520SPORT/SUV/4WD (last visited June 2, 2023)
19.	Selected NHTSA complaints re: 2021 Ford Escape, available at https://www.nhtsa.gov/vehicle/2021/FORD/ESCAPE/SUV/FWD (last visited June 2, 2023)
20.	Selected NHTSA complaints re: 2020 Ford Escape, available at https://www.nhtsa.gov/vehicle/2020/FORD/ESCAPE/SUV/FWD (last visited June 2, 2023)
21.	Selected NHTSA complaints re: 2022 Ford Bronco Sport, available at https://www.nhtsa.gov/vehicle/2022/FORD/BRONCO%252520SPORT/SUV/4WD (last accessed June 2, 2023)

Exhibit 1

Ford Motor Company
Date of Submission: 11/18/2022
FSA Number: 22S73
Title: Certain 2020-2023 Ford Escape and Bronco Sport – Under Hood Fire

Chronology

August-October 2022
On August 18, 2022 an issue pertaining to under hood fire on 2020-2022MY Escape and Bronco Sport vehicles was brought to Ford's Critical Concern Review Group for review. That issue concerned prior under hood fire reports from oil separator inspections related to recall FSA 22S21 (NHTSA Recall No. 22V-191). Specifically, Ford reviewed two under hood fire reports from a 2022MY Escape and 2022MY Bronco Sport vehicle with the 1.5L engine. Ford assessed the report findings as inconclusive; however, the vehicle inspections raised concern there may be a contributing cause for under hood fire in addition to the oil separator recall.

As of August 18, 2022, there were (36) total reports of under hood fire for 2020-2022MY 1.5L Bronco Sport and Escape, approximately (10) of which had occurred after the oil separator production change and since FSA 22S21 (NHTSA Recall No. 22V-191) inspection was performed and passed.

Ford CCRG and Engineering groups investigated the underhood fire reports and inspected available vehicles. Based upon Ford Engineering's observations of a fuel smell upon inspection of a 2020MY Escape with limited fire damage, the fuel injectors were removed for additional analysis. The fuel injectors from three (3) other repurchased vehicles that experienced under hood fire were also removed for analysis. The fuel injector supplier provided an analysis for four (4) of the vehicles' returned fuel injectors, finding one (1) injector cracked from each of the vehicles.

November 2022
As of November 1, 2022, there were fifty-four (54) reports alleging fire underhood on 2020-2022MY Bronco Sport and Escape vehicles, equipped with the 1.5L dragon engine, in North America inclusive of incidents previously reported under FSA 22S21 (NHTSA Recall No. 22V-191), which were re-evaluated.

A complete accounting of all fifty-four (54) 1.5L under hood fire reports known to Ford includes: four (4) of them have had one confirmed cracked fuel injector determined from the fuel injector supplier tear-down analysis. Ford Engineering assessed the fifty (50) remaining reports, determining: approximately thirteen (13) others were likely caused by a leaking fuel injector (based upon customer reports and available vehicle information), three (3) involved previous fuel system related repairs which may have been mis-diagnosed and potentially involved a leaking fuel injector, one (1) was attributed to incomplete repair from a previous crash event, one (1) was attributed to arson, three (3) were related to potential electrical system concerns, five (5) were attributed to oil separator leaks, and twenty-four (24) are of an undetermined origin.

On November 2, 2022 and November 9, 2022 the investigation findings were reviewed, which included:

Warranty data last accessed on October 19, 2022 included (143) reports of fuel injectors with external leak failures reported for 2020-2022 Escape and Bronco Sport vehicles with the 1.5L engine in the U.S. and Canada. Based upon these warranty claims, Ford is projecting a low failure rate for fuel injectors experiencing external leak(s) at 15 years/150,000 miles (approximately 0.38% for 2020MY vehicles and 0.22% for 2021-2022MY vehicles).

Ford is aware of (8) VOQs and (1) Transport Canada complaint describing under hood fire in 2020-2022 Escape and Bronco Sport vehicles with the 1.5L engine. Of the (8) VOQs and (1) Transport Canada complaint, it is Ford's estimation that (5) are potentially attributable to the defect condition. The earliest known report of underhood fire on 2020-2023 Escape or Bronco Sport with the 1.5L engine occurred on September 9, 2020. The cause for this occurrence is unknown.

Ford is aware of no fatalities, four alleged injuries from two separate incidents, and (43) legal claims from a fire potentially attributable to this condition. The claims of injury were reported to Ford on July 5, 2021 and November 26, 2021.

On **November 10, 2022**, Ford's Field Review Committee (FRC) reviewed the concern and approved a field action. The population recalled through this action includes all vehicles originally included in FSA 22S21 (NHTSA Recall No. 22V-191) and expands the population to include vehicles produced up through October 17, 2022.

Exhibit 2

Part 573 Safety Recall Report 22V-191

Manufacturer Name : Ford Motor Company
Submission Date : MAR 25, 2022
NHTSA Recall No. : 22V-191
Manufacturer Recall No. : 22S21

Manufacturer Information :

Manufacturer Name : Ford Motor Company
Address : 330 Town Center Drive
Suite 500 Dearborn MI 48126-2738
Company phone : 1-866-436-7332

Population :

Number of potentially involved : 345,451
Estimated percentage with defect : 1 %

Vehicle Information :

Vehicle 1 : 2020-2022 Ford Escape
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : NR
Descriptive Information : Ford's team reviewed supplier process and maintenance records to determine the population of affected parts.

Affected vehicles are equipped with 1.5L engines.

Production Dates : NOV 19, 2018 - MAR 01, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

Vehicle 2 : 2021-2022 Ford Bronco Sport
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : NR
Descriptive Information : Ford's team reviewed supplier process and maintenance records to determine the population of affected parts.

Affected vehicles are equipped with 1.5L engines.

Production Dates : FEB 05, 2020 - MAR 04, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

Description of Defect :

Description of the Defect : The engine oil separator may develop an oil leak.
FMVSS 1 : NR

Part 573 Safety Recall Report 22V-191

FMVSS 2 :	NR
Description of the Safety Risk :	If sufficient engine oil leaks, accumulates, and migrates to an ignition source, an underhood fire can occur, increasing the risk of injury.
Description of the Cause :	Crack damage at the edge of the oil separator housing results in a loss of seal support which may lead to an oil leak between the oil separator and engine camshaft cover.
Identification of Any Warning that can Occur :	The customer may smell or see oil smoke emanating from the underhood area.

Involved Components :

Component Name 1 :	Oil Separator
Component Description :	Full Load Separator
Component Part Number :	HX7G-6C757-BA

Supplier Identification :

Component Manufacturer

Name :	Bruss North America Inc.
Address :	600 Progress Drive Russell Springs Kentucky 42642-4603
Country :	United States

Chronology :

Chronology is provided as an attachment.

Part 573 Safety Recall Report 22V-191

Description of Remedy :

Description of Remedy Program :	Owners will be notified by mail and instructed to take their vehicle to a Ford or Lincoln dealer to have the oil separator inspected for damage or oil leaks, and if either is present, to replace the oil separator and seals. There will be no charge for this service. Ford provided the general reimbursement plan for the cost of remedies paid for by vehicle owners prior to notification of a safety recall in May 2021. The ending date for reimbursement eligibility is May 6, 2022. Ford will forward a copy of the notification letters to dealers to the agency when available.
How Remedy Component Differs from Recalled Component :	If damaged and/or leaking, the full load oil separator, HX7G-6C757-BA, will be replaced with an undamaged separator and seals.
Identify How/When Recall Condition was Corrected in Production :	NR

Recall Schedule :

Description of Recall Schedule :	Notification to dealers is expected to occur on March 29, 2022. Mailing of owner notification letters is expected to begin April 18, 2022 and is expected to be completed by April 22, 2022.
Planned Dealer Notification Date :	MAR 29, 2022 - MAR 29, 2022
Planned Owner Notification Date :	APR 18, 2022 - APR 22, 2022

* NR - Not Reported

Exhibit 3

Part 573 Safety Recall Report 22V-859

Manufacturer Name : Ford Motor Company
Submission Date : NOV 18, 2022
NHTSA Recall No. : 22V-859
Manufacturer Recall No. : 22S73

Manufacturer Information :

Manufacturer Name : Ford Motor Company
Address : 330 Town Center Drive
Suite 500 Dearborn MI 48126-2738
Company phone : 1-866-436-7332

Population :

Number of potentially involved : 521,778
Estimated percentage with defect : 1 %

Vehicle Information :

Vehicle 1 : 2020-2023 Ford Escape
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : GAS
Descriptive Information : The affected design was introduced into production on 11/19/2018 (earliest production date for
2020MY Escape) and were taken out of production on 10/17/2022 (latest production date for
2023MY Escape and Bronco Sport).
Affected vehicles are equipped with 1.5L engines.
333,342 Escape vehicles are affected

Production Dates : NOV 19, 2018 - OCT 17, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

Vehicle 2 : 2021-2023 Ford Bronco Sport
Vehicle Type : LIGHT VEHICLES
Body Style : ALL
Power Train : GAS
Descriptive Information : The affected design was introduced into production on 11/19/2018 (earliest production date for
2020MY Escape) and were taken out of production on 10/17/2022 (latest production date for
2023MY Escape and Bronco Sport).
Affected vehicles are equipped with 1.5L engines.
188,436 Bronco Sport vehicles are affected.

Production Dates : FEB 05, 2020 - OCT 17, 2022
VIN Range 1 : Begin : NR End : NR ☐ Not sequential

Part 573 Safety Recall Report 22V-859

Description of Defect :

Description of the Defect :	A fuel injector may crack, resulting in fuel and/or fuel vapor migrating to and/or accumulating near ignition sources resulting in potential under hood fire.
FMVSS 1 :	NR
FMVSS 2 :	NR
Description of the Safety Risk :	Liquid fuel and/or fuel vapor that accumulates near a sufficiently hot surface, below the combustion initiation flame speed, may ignite resulting in an underhood fire, and increasing the risk of injury.
Description of the Cause :	The root cause is still under investigation. Based on analysis to date, a cracked fuel injector in the engine allows for fuel to leak at a high rate (19L/hour) into the cylinder head, which can travel out via a drain hole and down onto hot surfaces on the exhaust/turbo system where it may combust.
Identification of Any Warning that can Occur :	A fuel leak may result in fuel odor both outside and inside the vehicle. If the fuel leak initiates a fire that progresses, the customer may notice smoke or flames emanating from the engine compartment or underbody.

Involved Components :

Component Name 1 :	Engine Control Software
Component Description :	An updated engine control software will be installed to detect a pressure drop in the fuel rail, provide instrument cluster messaging to the customer to seek service, invoke a strategy to disable th
Component Part Number :	TBD

Component Name 2 :	Drain Tube
Component Description :	A drain tube will also be installed to allow fuel to drain from the cylinder head drain hole, away from surfaces which may initiate combustion, to the ground below the vehicle.
Component Part Number :	NX6E-8A507-AA

Part 573 Safety Recall Report 22V-859

Supplier Identification :

Component Manufacturer

Name : Ford Motor Company

Address : 1 American Road
Dearborn Michigan 48126

Country : United States

Chronology :

Chronology is provided as an attachment.

Description of Remedy :

Description of Remedy Program :	Owners will be notified by mail and instructed to take their vehicle to a Ford or Lincoln dealer to have the engine control software updated to include fuel injector leak detection and a drain tube installed. There will be no charge for this service. Ford provided the general reimbursement plan for the cost of remedies paid for by vehicle owners prior to notification of a safety recall in May 2021. The ending date for reimbursement eligibility is estimated to be December 30, 2022.
How Remedy Component Differs from Recalled Component :	Component Name: Engine Control Software Component Description: An updated engine control software will be installed to detect a pressure drop in the fuel rail, provide instrument cluster messaging to the customer to seek service, invoke a strategy to disable the high pressure fuel pump, derate engine power output and reduce temperatures of possible ignition sources in the engine compartment. Component Part Number: [TBD] Component Name: Drain Tube Component Description: A drain tube will also be installed to allow fuel to drain from the cylinder head drain hole, away from surfaces which may initiate combustion, to the ground below the vehicle. Component Part Number: NX6E-8A507-AA

Part 573 Safety Recall Report 22V-859

Identify How/When Recall Condition was Corrected in Production :	NR

Recall Schedule :

Description of Recall Schedule :	Notification to dealers is expected to occur on November 22, 2022. Mailing of owner notification letters is expected to begin December 19, 2022 and is expected to be completed by December 23, 2022.
Planned Dealer Notification Date :	NOV 22, 2022 - NOV 22, 2022
Planned Owner Notification Date :	DEC 19, 2022 - DEC 23, 2022

* NR - Not Reported

Exhibit 4

2020

ESCAPE

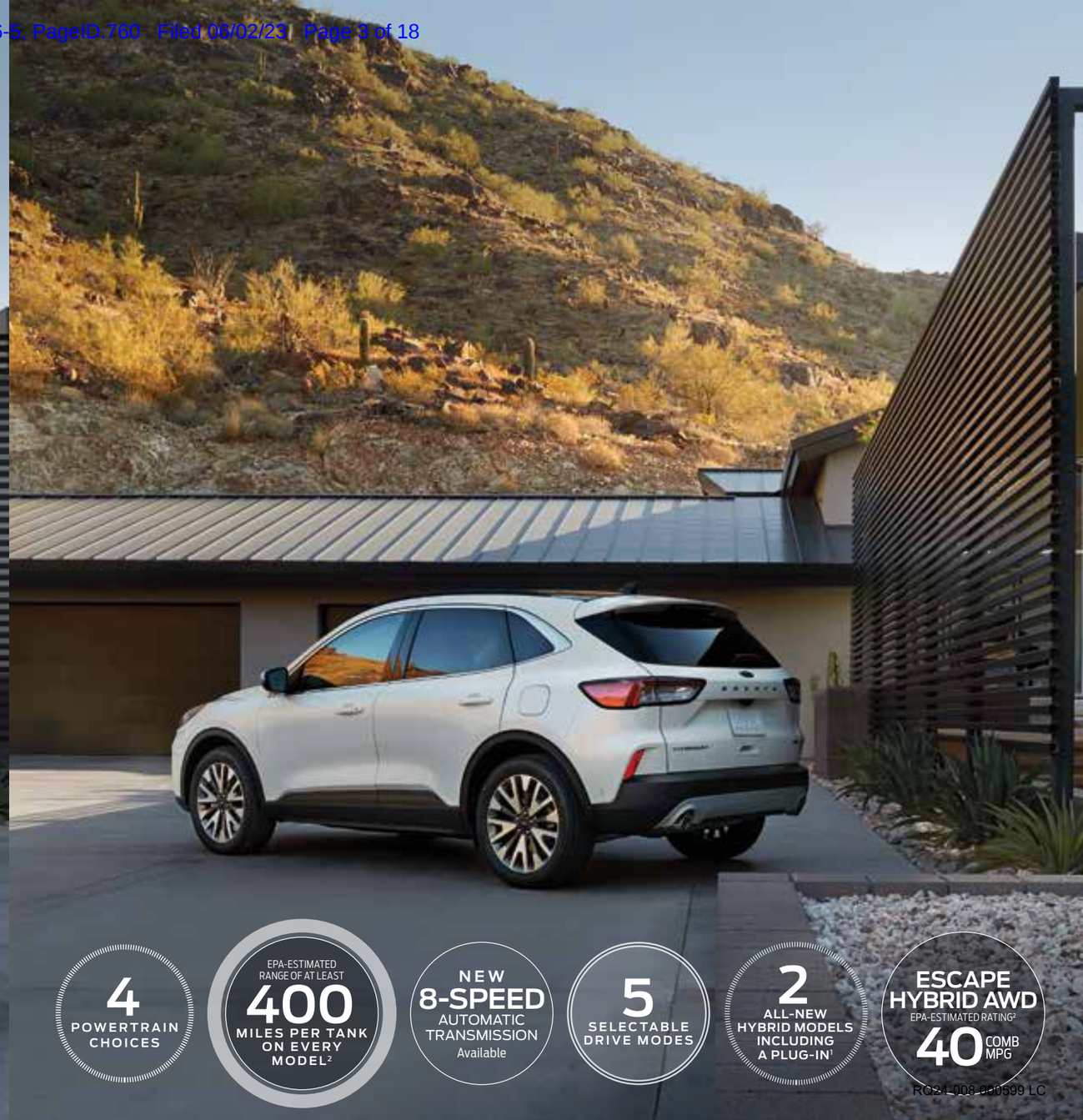
S | SE | SE SPORT | SEL | TITANIUM

RQ24-008 000598 LC

BUILT FOR MEMORABLE MOMENTS.

Spontaneity. It's what makes life more... extraordinary. Adventure beckons at a moment's notice. To help you respond, we reimagined what it means to ESCAPE. Then we built it. Giving it a spacious, adaptable interior. Advanced connectivity. Proven capability. Plus, new hybrid and plug-in hybrid[1] models that offer you even more freedom to roam. Like you, we don't just dream about improving the future. We make it happen. We've been doing it for over 116 years, long before highways even existed. So we know how to rise to a challenge. Then, as now, our name anchors everything we build. Introducing the all-new 2020 Ford Escape.

BUILT Ford PROUD



SEL Plug-In Hybrid. Rapid Red Metallic Tinted Clearcoat. Titanium Hybrid. Star White Metallic Tri-coat. Available equipment.

[1]Coming Spring 2020. [2]Actual ranges and mileage will vary. Range calculations from fuel economy.gov. Escape 1.5L FWD; EPA-estimated range of 441 miles. 14.7-gallon tank. EPA-estimated ratings of 27 city/33 hwy/30 combined mpg. Escape 1.5L AWD; EPA-estimated range of 412 miles. 14.7-gallon tank. EPA-estimated ratings of 26 city/31 hwy/28 combined mpg. Escape 2.0L AWD; EPA-estimated range of 411 miles. 15.8-gallon tank. EPA-estimated ratings of 23 city/31 hwy/26 combined mpg. Escape Limited 2.5L Hybrid FWD; EPA-estimated range of 582 miles. 14.2-gallon tank. EPA-estimated ratings of 44 city/37 hwy/41 combined mpg. Escape 2.5L Hybrid AWD; EPA-estimated range of 568 miles. 14.2-gallon tank. EPA-estimated ratings of 43 city/37 hwy/40 combined mpg. Final numbers not available for Escape SE Sport FWD or Escape Plug-In Hybrid. Coming Spring 2020.

4 POWERTRAIN CHOICES

EPA-ESTIMATED RANGE OF AT LEAST **400** MILES PER TANK ON EVERY MODEL[2]

NEW **8-SPEED** AUTOMATIC TRANSMISSION Available

5 SELECTABLE DRIVE MODES

2 ALL-NEW HYBRID MODELS INCLUDING A PLUG-IN[1]

ESCAPE HYBRID AWD EPA-ESTIMATED RATING[2] **40** COMB MPG

RGS4 008 000599 LC

EMPOWERS YOU TO ROAM.

EPA-ESTIMATED RATINGS: CITY/HWY/COMBINED MPG[2]
MAX. TORQUE (LB.-FT.)
MAX. HORSEPOWER

AWD ---- FWD

[1.5L ECOBOOST WITH AUTO START-STOP TECHNOLOGY]

GO FURTHER WITH LESS

To help conserve fuel, the new 1.5L EcoBoost can sense when a cylinder isn't needed and shut it down automatically. The system can activate or deactivate a cylinder in milliseconds to maintain a seamless ride.

Standard on S, SE and SEL FWD (AWD optional)

181[4] | 190[4]

AWD	FWD
26 CITY	27 CITY
31 HWY	33 HWY
28 COMB	30 COMB

[2.0L ECOBOOST® WITH AUTO START-STOP TECHNOLOGY]

GO QUICKLY

Impressive horsepower and torque from this turbocharged gem result in spirited acceleration and robust passing power, contributing to its fun-to-drive nature. For an even more engaging drive, the quick-shifting 8-speed SelectShift® automatic transmission puts control at your fingertips with steering wheel-mounted paddle shifters.

Optional on SEL and Titanium

250[4] | 280[4]

AWD
23 CITY
31 HWY
26 COMB

[2.5L ATKINSON-CYCLE I-4 HYBRID]

MAXIMIZE YOUR RANGE

With a top speed of 85 mph[1] while in electric-only mode, and an EPA-estimated rating of 40 combined mpg,[2] Escape Hybrid AWD delivers. A new eCVT transmission is paired with the 2.5L engine, featuring electric launch for an engaging driving experience.

Standard on SE Sport and Titanium FWD (AWD optional)

200[5] | 155

AWD	FWD
43 CITY	44 CITY[6]
37 HWY	37 HWY[6]
40 COMB	41 COMB[6]

[2.5L ATKINSON-CYCLE I-4 PLUG-IN HYBRID[3]]

EXTEND YOUR OPTIONS

With its driver's side charge port and standard charging cord, Escape Plug-In Hybrid gives you the option to plug in to charge up the electric battery – at home, work, and even out shopping.

Standard on SE, SEL and Titanium Plug-in Hybrid FWD

Titanium Hybrid. Star White Metallic Tri-coat. SEL Plug-In Hybrid. Rapid Red Metallic Tinted Clearcoat. Both with available equipment. [1]Always obey posted speed limits. [2]Actual mileage will vary. [3]Coming Spring 2020. [4]Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. [5]Total combined system net horsepower. [6]Escape Limited Hybrid FWD. Final numbers not available for Escape SE Sport FWD or Escape Plug-In Hybrid. Coming Spring 2020. Torque, horsepower and EPA-estimated fuel economy ratings are independent attributes and may not be achieved simultaneously.

RQ24-008 000600 LC

TRAVELS WELL
Sport contour bucket seats and acoustic-laminate side-window glass create a comfortable front-row environment in Titanium.

INFORMS SMARTLY
The available head-up display[1] on Titanium projects vehicle speed and other vital information onto a 6" wide screen that pops up below the windshield in the driver's line of sight.

DIALS IN SPACE
A nicely calibrated rotary gear shift dial on the streamlined center console frees up space to create a roomier front-row experience.

10
HIGH-PERFORMANCE SPEAKERS
Can transform 575 watts of digitally processed sound from the available B&O Sound System into pure audio bliss, filling your cabin with the music you love.

8"
LCD TOUCHSCREEN
Allows smartphone users to view the Waze™ app here, thanks to SYNC® 3 AppLink.®
Available

12.3"
DIGITAL INSTRUMENT CLUSTER
Features customizable display with 3D animation.
Available

Titanium. Ebony leather-trimmed interior. Available equipment. [1]Don't drive while distracted. See owner's manual for details and system limitations.

DELIVERS A MODE FOR EACH ROAD.

Create the ride experience you desire, or the one that conditions demand, with new Selectable Drive Modes. Choose your mode and the system adjusts traction control, steering and pedal response, and available Intelligent AWD to help provide a remarkable driving experience. 3D animations (shown left) on the available 12.3" digital instrument cluster change based on the drive mode selected.

Plug-In Hybrid[1] features 4 EV modes, allowing you to decide how you want to use its electric power. In Auto EV, the vehicle decides whether to run on gas or electric power. EV Now mode is for all-electric operation. EV Later preserves plug-in energy for later use. In EV Charge mode, drivers can continue to charge the battery while driving, and generate electric-only miles to use later.

Titanium. Sedona Orange. Available equipment. [1]Coming Spring 2020.

FORD CO-PILOT360

Standard on every 2020 Escape

PRE-COLLISION ASSIST WITH AUTOMATIC EMERGENCY BRAKING

We should all drive defensively. By scanning the road ahead, this feature can alert you to potential collisions with vehicles or pedestrians detected in your path. If an impact is imminent and you don't take action, brakes can apply automatically.[2] It's designed to only activate when needed.

BLIS® WITH CROSS-TRAFFIC ALERT

Changing lanes demands your full attention. BLIS (Blind Spot Information System) can help by alerting you to vehicles detected in your blind spots. Cross-Traffic Alert helps by detecting and alerting you to traffic behind your vehicle as you're slowly backing up.

LANE-KEEPING SYSTEM

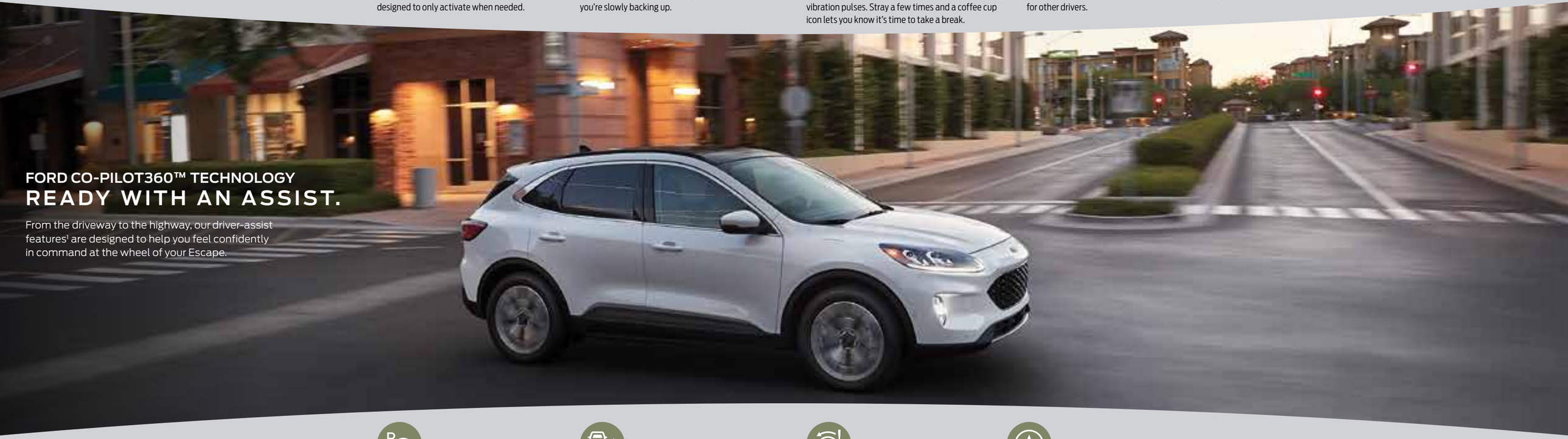
It happens. Listening to your favorite podcast, you wander too close to your lane's edge. Our Lane-Keeping System[3] can help during a moment of distraction. If you drift out of your lane, it directs you with steering wheel torque to return, and can also alert you through vibration pulses. Stray a few times and a coffee cup icon lets you know it's time to take a break.

AUTO HIGH-BEAM HEADLAMPS

Sound familiar? You turn on high beams entering a dark stretch of road – then forget to turn them off as traffic approaches. Auto High-Beam Headlamps can detect poor lighting and switch them on for you. They can also sense oncoming headlamps and dim automatically for other drivers.

REAR VIEW CAMERA

Backing up requires a little multitasking. Our Rear View Camera provides a great view of what's behind your vehicle, helping you navigate Reverse with more confidence. It also helps when you're lining up a trailer.



FORD CO-PILOT360™ TECHNOLOGY
READY WITH AN ASSIST.

From the driveway to the highway, our driver-assist features[1] are designed to help you feel confidently in command at the wheel of your Escape.

ADDITIONAL FORD CO-PILOT360 TECHNOLOGY[1]

ACTIVE PARK ASSIST 2.0

Never pass up a potential parking space again. Active Park Assist 2.0 makes it easy to park time after time – even in tight parallel or reverse perpendicular spots. After the system locates a potential spot, all you have to do is brake to a complete stop, shift into Neutral and hold down the Active Park Assist button – Escape takes care of the rest. Park Out Assist with side-sensing capability can help you confidently navigate out of a spot when someone's parked too close.

Standard on Titanium

ADAPTIVE CRUISE CONTROL (ACC) WITH STOP-AND-GO

There are few things as tedious as bumper-to-bumper traffic. ACC with Stop-and-Go can help you keep pace on your journey, slowing down or even stopping your vehicle if the traffic ahead has slowed or stopped. When things clear, it can resume your set speed.[4]

Standard on Titanium
Available on SE, SE Sport and SEL

EVASIVE STEERING ASSIST[5]

We've all experienced it. Traffic is rolling along smoothly when suddenly, a vehicle in your path is stopped. To help avoid a potential collision, Evasive Steering Assist can provide extra assist to help you quickly steer around the vehicle.

Standard on Titanium
Available on SE, SE Sport and SEL

VOICE-ACTIVATED NAVIGATION

Taking the wrong exit can put a serious dent in your day. Stay confidently on course with our Voice-Activated Touchscreen Navigation System, which features SiriusXM® Traffic and Travel Link® services[6] to help you avoid traffic, find fuel (gas or java), and so much more.

Standard on Titanium
Available on SE, SE Sport and SEL

Available equipment shown. [1]Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. [2]Pre-Collision Assist with Automatic Emergency Braking can detect pedestrians, but not in all conditions and does not replace safe driving. See owner's manual for system limitations. [3]Lane-Keeping System does not control steering. [4]If stop is longer than 3 seconds, driver must intervene and press "RES" button or accelerator pedal to resume system operation. [5]Evasive Steering Assist does not control steering. [6]Certain restrictions, 3rd-party terms and data rates may apply. See footnote 1 on the "Your Tech, Your Way" pages, and your Ford Dealer for details.

RQ24-008 000603 LC

MAX. INTERIOR CAPACITIES[1,2] [cu. ft.]
Cargo volume behind front row: **65.4**
Cargo volume behind rear row: **37.5** (max.)

CONFIGURES SPACE TO YOUR ADVANTAGE.

MAXIMIZES CARGO SPACE
With 37.5 cu. ft. of max. cargo space[1,2] with the sliding rear seat fully forward, a full-size dog crate can fit in the Escape cargo area. An available cargo shade that rises and lowers along with the liftgate helps keep items out of sight.

BRIGHTENS YOUR DRIVE
An available power, panoramic Vista Roof® can flood the Escape interior with natural light to benefit all passengers, while available ambient lighting can illuminate the door trim and media bin in your choice of 7 colors.

KEEPS YOU CHARGED
Available 12V powerpoints, USB ports and an available 110V/150W AC power outlet on the rear of the center console give you and your passengers plenty of opportunity to keep your devices charged and at the ready.

MAX. INTERIOR DIMENSIONS[1] [inches]

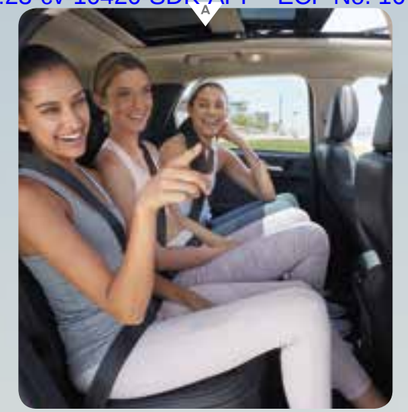
	Front / Rear
Head room:	**40.0 / 39.3**
Leg room (max.):	**42.4 / 40.7**
Hip room:	**55.2 / 53.3**
Shoulder room:	**57.6 / 56.0**

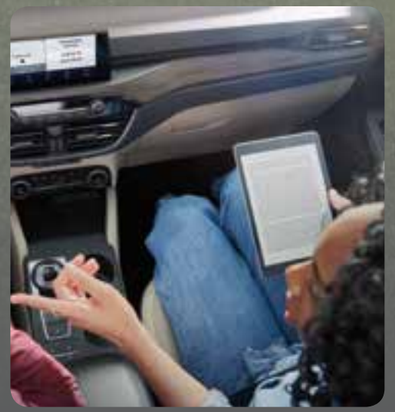
104 CU. FT. Total passenger volume

Titanium. Ebony/Sandstone leather-trimmed interior. Available equipment. [1]EcoBoost® equipped models. [2]Cargo and load capacity limited by weight and weight distribution.

ENCOURAGES YOU TO ESCAPE.

The original Escape debuted in the 2001 model year. In its first full year on sale, it became America's best-selling small SUV. In reinventing the Escape for 2020, this rich history gave us plenty to build on. While the world – and technology – have experienced rapid change over 19 years, the purpose of Escape remains the same: to help you embrace life's adventures with modern design and remarkable versatility. These are just some of the new features that will help.





A

BEST-IN-CLASS MAXIMUM REAR-SEAT LEG ROOM WITH SLIDING SEATS[1]

SLIDING REAR SEATS

FORDPASS CONNECT™[2] WITH 4G LTE WI-FI HOTSPOT CAPABILITY

B

REAR CARGO AREA HAS ROOM FOR A FULL-SIZE PET CRATE[3]

ROTARY GEAR SHIFT DIAL

SPACIOUS GLOVE BOX CAN HOLD LAPTOP OR PURSE

C

AVAILABLE

HEAD-UP DISPLAY[4]

CARGO SHADE RISES AND LOWERS WITH LIFTGATE

PANORAMIC VISTA ROOF®

[1]Class is Small Utilities based on Ford segmentation. Based on the 2nd-row seat in the most rearward position. Non-hybrid models only. [2]FordPass Connect (optional on select vehicles), the FordPass™ App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. Don't drive distracted or while using handheld devices. Use voice controls. [3]Can accommodate dog crate of 36" L x 23" W x 25" H. [4]Don't drive while distracted. See owner's manual for details and system limitations.

YOUR TECH, YOUR WAY.

With seating for up to 5 and Wi-Fi hotspot capability, Ford Escape welcomes a vast array of smartphones, tablets, gaming systems and computers along for the ride. Plus, you can tap into the best in music, sports, comedy, news and talk with SiriusXM® inside your vehicle and on the go, with a 6-month All Access trial subscription.[1] With our available Voice-Activated Touchscreen Navigation System, you'll also enjoy a 5-year subscription[1] to SiriusXM Traffic and Travel Link® services.

COMMAND IT

With your voice and your choice of display. Available SYNC® 3 voice-activated technology[2] connects your tech with your Escape. Available SYNC 3 AppLink®[3] (shown) gives you voice control of compatible mobile apps like Waze™ and Ford+Alexa.[4] To see your phone's familiar interface on the big screen, take advantage of compatibility with Apple CarPlay®[5] for your iPhone® or Android Auto™[5] for your Android™ smartphone.

Works with Apple CarPlay androidauto

CONTROL IT

Monitor and control your vehicle in incredibly powerful ways using the FordPass™ App alone or with FordPass Alexa Skill[6] or FordPass Action through Google Assistant™ when equipped with FordPass Connect.™[7] Complimentary remote features let you start, lock and unlock your vehicle from just about anywhere, including right from your wrist with your Apple Watch.® Use your app to find your vehicle, schedule starts, find parking,[8] and check fuel and fluid levels. When you need important vehicle information, like Vehicle Health Alerts, service history and Warranty info, the FordPass App puts it at your fingertips. And, when it's time to bring your vehicle in for service, the app makes scheduling easy. Enjoy access to convenient services like Key by Amazon In-Car Delivery[9] and peace of mind knowing roadside assistance is just a call or e-request away.[10]

CONNECT IT

With in-vehicle Wi-Fi. Before the sand dries on your flip-flops, you and your friends can be posting beach photos through FordPass Connect[7] with 4G LTE Wi-Fi hotspot capability. Its powerful antenna provides the ability to connect up to 10 devices at once[11] – inside of Escape and up to 50' away.

Available equipment shown. [1]All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Fees and taxes apply. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees, content and features are subject to change. Traffic information not available in all markets. SiriusXM satellite service for 2020 model-year Ford vehicles is not available in Puerto Rico; SiriusXM streaming service is available for purchase. [2]Don't drive while distracted. Use voice-operated systems when possible; don't use handheld devices while driving. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. [3]Commands may vary by phone and AppLink software. [4]Waze is available via iPhone with SYNC 3 and on Android Auto. Commands may vary by phone and AppLink software. Alexa requires available SYNC 3 AppLink. Certain Alexa functionality is dependent on smart phone and home technology. Don't drive while distracted or while using handheld devices. Use voice controls. Some features may be locked out while the vehicle is in gear. [5]Requires device with active data service and compatible software. SYNC does not control 3rd-party products while in use. 3rd parties are solely responsible for their respective functionality. [6]Don't drive while distracted or while using handheld devices. Use voice controls. Certain Alexa functionality is dependent on smart phone and home technology. [7]FordPass Connect (optional on select vehicles), the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. [8]In select cities. [9]FordPass App, compatible with select smartphone platforms, is available via a download. FordPass Connect service required (see FordPass Terms for more information). Message and data rates may apply. Check your availability at https://amzn.to/2JnYMtz. [10]Roadside assistance is included for certain owners and available to everyone for a per-service fee. [11]Don't drive while distracted or while using handheld devices. Use voice controls.

HANDLES CHALLENGES IN STRIDE.

With extensive use of lightweight, high-strength steel and high-strength boron steel, the all-new 2020 Ford Escape weighs in over 200 lbs. less than its predecessor. Along with new engines and an all-new suspension system with a new isolated rear subframe, these improvements allow you to blaze new trails in calm and comfort.

MAINTAINS STABILITY

To help provide additional articulation (travel) for ride smoothness, the upgraded suspension design of Escape features an isolated rear subframe. Electric power-assisted steering offers greater assist at low speeds to help in parking and other maneuvers.

SHIFTS SMOOTHLY

On hybrid and plug-in hybrid[1] models, our eCVT transmission delivers electric launch for an engaging driving experience. On gas-only models, a smooth and responsive 8-speed automatic transmission deftly balances efficiency with performance.

PERFORMS SMARTLY

To help conserve fuel, the 1.5L EcoBoost® debuts cylinder deactivation, which can sense when a cylinder isn't needed and shut it down automatically. Designed to save fuel, All-Wheel-Drive (AWD) disconnect allows for rear driveline disconnection when the system detects available Intelligent AWD isn't needed.

TOW UP TO 3,500 LBS.[2]

You can with the torque-rich 2.0L EcoBoost engine. Tow up to 2,000 lbs.[2,3] with the 1.5L EcoBoost. Escape Hybrid can tow up to 1,500 lbs.[2,4]

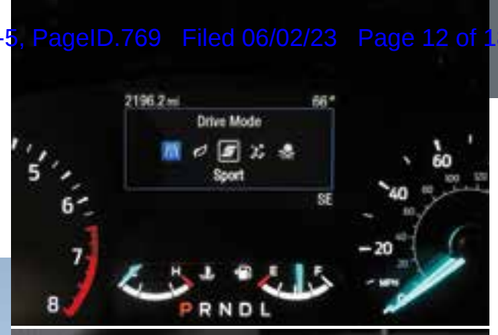
SE Sport. Velocity Blue. Available equipment. [1]Coming Spring 2020. [2]Max. towing of 3,500 lbs. with 2.0L EcoBoost and Class II Trailer Tow Package (not shown); max. towing of 2,000 lbs. with 1.5L EcoBoost and proper equipment (not shown); max. towing of 1,500 lbs. with 2.5L Hybrid and proper equipment (shown). Max. towing varies based on cargo, vehicle configuration, accessories and number of passengers. [3]Escape does not offer factory-installed towing equipment for this application: only available as dealer accessory. [4]Escape does not offer factory-installed towing equipment for this application: only available as aftermarket accessory.

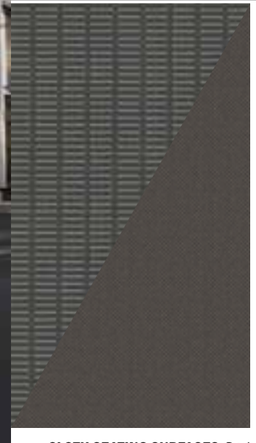
S

FORDPASS CONNECT™
LED TAILLAMPS
FORD CO-PILOT360™

Daily victories start here. Turn the new rotary gear shift dial to Reverse. Before you're even out of your spot, the Rear View Camera[1] and the sensors from Cross-Traffic Alert[1] pick up a vehicle driving by in the parking garage. Bad morning, averted. On the road, a light rain makes the surface slick. Adjust the Selectable Drive Mode to Slippery to increase your control. Need to call the office before you arrive? SYNC® voice-activated technology[2] can place the call while your phone is still in your duffle bag. The day hasn't even begun, and you're already on top of your game. Thanks to the all-new Escape S.

COLORS: Desert Gold,[3] Velocity Blue,[3] Oxford White, Ingot Silver,[3] Dark Persian Green,[3] Magnetic,[3] Agate Black,[3] Sedona Orange[3]





17"
STEEL WITH SPARKLE SILVER-PAINTED COVERS
Standard

17"
SHADOW SILVER-PAINTED ALUMINUM
Optional

CLOTH SEATING SURFACES: Dark Earth Gray

1.5L ECOBOOST® WITH AUTO START-STOP TECHNOLOGY
8-SPEED AUTOMATIC TRANSMISSION

S STANDARD FEATURES:

MECHANICAL
Active grille shutters
Electric power-assisted steering
Front-wheel drive (FWD)
Mini spare wheel and tire
Power disc brakes with Anti-Lock Brake System (ABS)
Selectable Drive Modes
Torque Vectoring Control

FORD CO-PILOT360 TECHNOLOGY
AdvanceTrac® with RSC® (Roll Stability Control™) and Curve Control
Auto Hold
Autolamp Automatic On/Off Headlamps
Ford Co-Pilot360: Pre-Collision Assist with Automatic Emergency Braking (AEB); BLIS® (Blind Spot Information System) with Cross-Traffic Alert; Lane-Keeping System; Auto High-Beam Headlamps; and Rear View Camera
Post-Collision Braking

APPEARANCE
Black grille surround, beltline moldings, upper window moldings, exterior door handles and power sideview mirrors
Dual chrome exhaust tips
Wiper-activated halogen headlamps with courtesy delay

COMFORT & CONVENIENCE
6-way manual driver's seat and 4-way manual front-passenger seat
12V powerpoints (3)
60/40 split-fold rear seat with slide and recline
Cargo tie-down hooks (2) and grocery bag hooks (2)
Configurable daytime running lamps
Easy Fuel® capless fuel filler
Illuminated Entry System
Manual-tilt/-telescoping steering column
Particulate air filter
Power door locks and windows with driver one-touch-down feature
Steering wheel-mounted cruise and audio controls

CONNECTIVITY & ENTERTAINMENT
AM/FM stereo with 6 speakers and MP3 capability
SYNC Voice Recognition Communications and Entertainment System with 4.2" LCD screen in center stack, 911 Assist,® AppLink® and 2 smart-charging USB ports
FordPass Connect[4] with 4G LTE Wi-Fi hotspot capability (enables FordPass™ app[5] features when activated)

SAFETY & SECURITY
Personal Safety System™ for driver and front passenger includes dual-stage front airbags,[6] safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System
Driver's knee airbag[6]
Front-seat side airbags[6]
Safety Canopy® System with side-curtain airbags[6] and rollover sensor
Front height-adjustable shoulder safety belts
MyKey® technology to help encourage responsible driving
SecuriLock® Passive Anti-Theft System
SOS Post-Crash Alert System™
Tire Pressure Monitoring System (excludes spare)

OPTIONS
Intelligent AWD System
Remote Start System

AVAILABLE OPTIONS FOR ALL MODELS
Cargo mat
Easy Access Cargo Shade
Engine block heater
Front and rear floor liners
Splash guards
Wheel-locking lug nuts

MAX. EXTERIOR DIMENSIONS
Wheelbase: **106.7"**
Length: **180.5"**
Height: **66.1"**
Width – Excluding mirrors: **74.1"**
Width – Including mirrors: **85.6"**

Available equipment shown. [1]Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. [2]Don't drive while distracted. Use voice-operated systems when possible; don't use handheld devices while driving. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. [3]Metallic. [4]FordPass Connect (optional on select vehicles), the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. Don't drive distracted or while using handheld devices. Use voice controls. [5]FordPass App, for use with FordPass Connect, is available via download and compatible with select smartphone platforms. FordPass is on the App Store® and Google Play.™ Learn more at www.fordpass.com. Message and data rates may apply. [6]Always wear your safety belt and secure children in the rear seat.

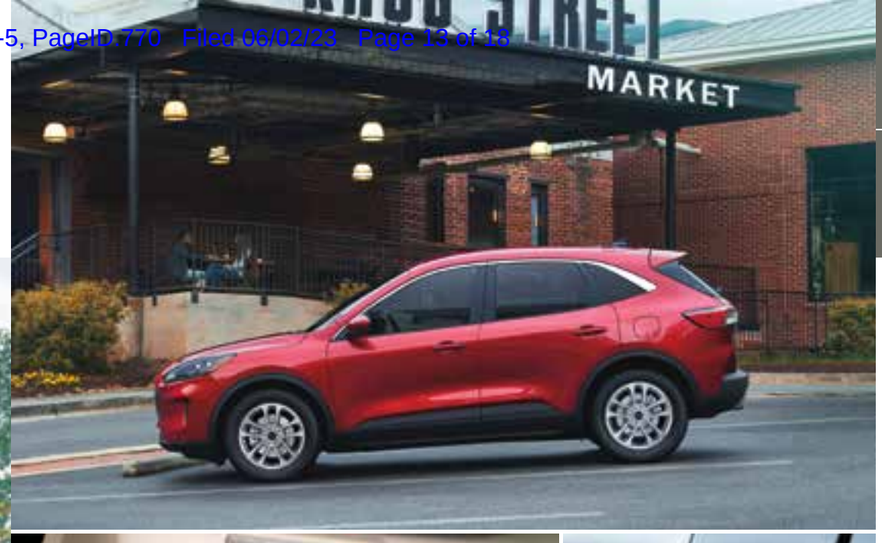
SE

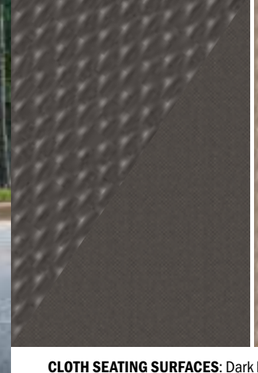
SYNC® 3 WITH 8" TOUCHSCREEN

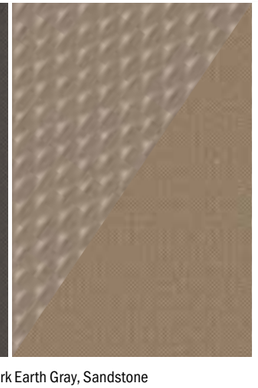
HEATED FRONT SEATS

PUSH-BUTTON START

Life is full of choices, and Escape SE is a great one. With plenty of choices of its own. Start with front-wheel drive (FWD) or available Intelligent AWD on gas models. Or, enhance your power source with the option to plug in with the new Escape SE Plug-In Hybrid.[1] Add even more Ford Co-Pilot360™ Technology to your drive with available Ford Co-Pilot360 Assist, or choose the available power, panoramic Vista Roof.® These options join SE standards such as SiriusXM,® Intelligent Access with push-button start, and the SecuriCode™ invisible keypad. So many choices. That's a great option to have.







CLOTH SEATING SURFACES: Dark Earth Gray, Sandstone

17"
SHADOW SILVER-PAINTED ALUMINUM
Standard with 1.5L EcoBoost

18"
MACHINED ALUMINUM
Standard with 2.5L Plug-In Hybrid[1]

COLORS: Desert Gold,[2] Velocity Blue,[2] Oxford White, Ingot Silver,[2] Dark Persian Green,[2] Magnetic,[2] Agate Black,[2] Sedona Orange,[2] Rapid Red Metallic Tinted Clearcoat,[3] Star White Metallic Tri-coat[3]

1.5L ECOBOOST®
WITH AUTO START-STOP TECHNOLOGY
8-SPEED AUTOMATIC TRANSMISSION
STANDARD

2.5L ATKINSON-CYCLE I-4 PLUG-IN HYBRID[1]
ELECTRONICALLY CONTROLLED CONTINUOUSLY VARIABLE TRANSMISSION (eCVT)
OPTIONAL

SE INCLUDES SELECT S FEATURES, PLUS:

APPEARANCE

Body-color exterior door handles and power, heated sideview mirrors

Chrome grille surround and upper window moldings

Halogen projector-beam headlamps with LED signature lamps

Privacy glass on all rear windows

COMFORT & CONVENIENCE

10-way power driver's seat with power lumbar and recline

Electronic automatic temperature control

Front-passenger seat back map pocket

Heated front seats

Illuminated visor mirrors

Intelligent Access with push-button start

Rear-seat center armrest with 2 cupholders

SecuriCode invisible keypad

CONNECTIVITY & ENTERTAINMENT

SiriusXM with 6-month All Access trial subscription[4]

SYNC 3 with 8" LCD capacitive touchscreen in center stack, 911 Assist,® AppLink,® Apple CarPlay® compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports

OPTIONS

Ford Co-Pilot360 Assist:[5] Adaptive Cruise Control with Stop-and-Go, and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes Evasive Steering Assist, and SiriusXM Traffic and Travel Link® with 5-year subscription[4])

Intelligent AWD System (1.5L only)

Power, panoramic Vista Roof
(includes black roof-rack side rails)

Remote Start System

Also see "Available Options for All Models" on the Escape S specifications page.

Available equipment shown. [1]Coming Spring 2020. [2]Metallic. [3]Additional charge. [4]Certain restrictions, 3rd-party terms and data rates may apply. See footnote 1 on the "Your Tech, Your Way" pages, and your Ford Dealer for details. [5]Restrictions may apply. See your dealer for details.

SE SPORT

12.3" INSTRUMENT CLUSTER

LEATHER-WRAPPED STEERING WHEEL

2.5L ATKINSON-CYCLE I-4 ENGINE

Unplug and recharge with the range-extending Escape SE Sport Hybrid. With an EPA-estimated AWD rating of 40 combined mpg,[1] getting from city to cabin will be a breeze. SE Sport casts a more rugged look with black exterior accents. Inside, enjoy a digital instrument cluster with customizable displays and 3D animation for each drive mode. A Pedestrian Alert Sounder will let others know this quiet hybrid is passing by. Add the SE Sport Premium Package with Ford Co-Pilot360™ Assist for a convenient power liftgate and inspiring power, panoramic Vista Roof.® Fewer stops. More adventure. Hit the road – and don't look back – in SE Sport Hybrid.

CLOTH SEATING SURFACES: Sandstone, Dark Earth Gray *(Standard)*
ACTIVEX SEATING SURFACES: Sandstone/Ebony, Ebony *(SE Sport Premium Package)*

17"
EBONY BLACK-PAINTED ALUMINUM
Standard

19"
MACHINED-FACE ALUMINUM
WITH EBONY-PAINTED POCKETS
Included with SE Sport Premium Package

COLORS: Desert Gold,[2] Velocity Blue,[2] Oxford White, Ingot Silver,[2] Dark Persian Green,[2] Magnetic,[2] Agate Black,[2] Sedona Orange,[2] Rapid Red Metallic Tinted Clearcoat,[3] Star White Metallic Tri-coat[3]

2.5L ATKINSON-CYCLE I-4 HYBRID

ELECTRONICALLY CONTROLLED CONTINUOUSLY VARIABLE TRANSMISSION (eCVT)
STANDARD

SE SPORT INCLUDES SELECT SE FEATURES, PLUS:

MECHANICAL
Electronic fuel door release
Tire inflator and sealant kit

APPEARANCE
Black grille surround, sideview mirror caps and upper window moldings

COMFORT & CONVENIENCE
12.3" configurable LCD digital instrument cluster
Leather-wrapped steering wheel

SAFETY & SECURITY
Pedestrian Alert Sounder

OPTIONS
SE Sport Premium Package with Ford Co-Pilot360 Assist:[4] 19" machined-face aluminum wheels with Ebony-painted pockets and 225/55R19 all-season BSW tires; ActiveX seating material; power, panoramic Vista Roof (includes black roof-rack side rails); power liftgate; Remote Start System; and **Ford Co-Pilot360 Assist:** Adaptive Cruise Control with Stop-and-Go, and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes Evasive Steering Assist, and SiriusXM® Traffic and Travel Link® with 5-year subscription[5])
Front and rear floor liners
Intelligent AWD System
Mini spare wheel and tire
Also see "Available Options for All Models" on the Escape S specifications page.

Available equipment shown. [1]Actual mileage will vary. Escape 2.5L Hybrid AWD. EPA-estimated ratings of 43 city/37 hwy/40 combined mpg. [2]Metallic. [3]Additional charge. [4]Restrictions may apply. See your dealer for details. [5]Certain restrictions, 3rd-party terms and data rates may apply. See footnote 1 on the "Your Tech, Your Way" pages, and your Ford Dealer for details.

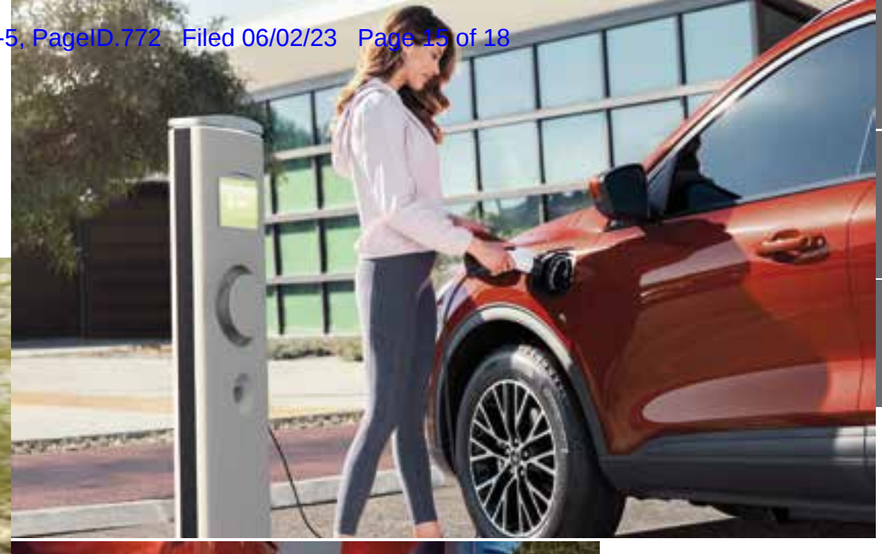
SEL

HANDS-FREE, FOOT-ACTIVATED LIFTGATE

ACTIVEX SEATING MATERIAL

REVERSE SENSING SYSTEM

If your tastes reveal a sophisticated nature, Escape SEL will more than satisfy. Choose from a plug-in hybrid,[1] or 1 of 2 gas powertrains – including an available 250-hp[2] 2.0L EcoBoost® engine teamed with Intelligent AWD and steering wheel-mounted paddle shifters. So you're free to move the way you choose. Fog lamps and 18" aluminum wheels with painted pockets adorn the exterior. Inside, new contoured front bucket seats feature durable, high-end synthetic ActiveX seating material. Remotely start SEL, and even your leather-wrapped, heated steering wheel can be ready for adventure.



COLORS: Desert Gold,[3] Velocity Blue,[3] Ingot Silver,[3] Dark Persian Green,[3] Magnetic,[3] Agate Black,[3] Sedona Orange,[3] Rapid Red Metallic Tinted Clearcoat,[4] Star White Metallic Tri-coat[4]

ACTIVEX SEATING SURFACES: Sandstone/Ebony, Ebony

18"
MACHINED-FACE ALUMINUM
WITH DARK STAINLESS-PAINTED POCKETS
Standard with EcoBoost engines

19"
MACHINED-FACE ALUMINUM
WITH EBONY-PAINTED POCKETS
Optional with 2.0L EcoBoost engine

18"
MACHINED ALUMINUM
Standard with 2.5L Plug-In Hybrid[1]

1.5L ECOBOOST
WITH AUTO START-STOP TECHNOLOGY
8-SPEED AUTOMATIC TRANSMISSION
STANDARD

2.0L ECOBOOST
WITH AUTO START-STOP TECHNOLOGY
8-SPEED SELECTSHIFT® AUTOMATIC TRANSMISSION WITH PADDLE SHIFTERS
OPTIONAL; REQUIRES AWD AND FORD CO-PILOT360™ ASSIST

2.5L ATKINSON-CYCLE I-4 PLUG-IN HYBRID[1]
ELECTRONICALLY CONTROLLED CONTINUOUSLY VARIABLE TRANSMISSION (eCVT)
OPTIONAL

SEL INCLUDES SELECT SE FEATURES, PLUS:

MECHANICAL
Class II Trailer Tow Package (2.0L EcoBoost only)

FORD CO-PILOT360 TECHNOLOGY
Reverse Sensing System

APPEARANCE
Black roof-rack side rails
Fog lamps

COMFORT & CONVENIENCE
Hands-free, foot-activated liftgate
Leather-wrapped, heated steering wheel
Memory feature for power driver's seat and sideview mirrors
Power windows with one-touch-up/-down feature
Remote Start System

OPTIONS
Ford Co-Pilot360 Assist: Adaptive Cruise Control with Stop-and-Go, and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes Evasive Steering Assist, and SiriusXM® Traffic and Travel Link® with 5-year subscription[5])
Intelligent AWD System (n/a on Plug-In Hybrid[1])
Power, panoramic Vista Roof®
Roof-rail crossbars (n/a with power, panoramic Vista Roof)
Also see "Available Options for All Models" on the Escape S specifications page.

Available equipment shown. [1]Coming Spring 2020. [2]Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. [3]Metallic. [4]Additional charge. [5]Certain restrictions, 3rd-party terms and data rates may apply. See footnote 1 on the "Your Tech, Your Way" pages, and your Ford Dealer for details.

TITANIUM

B&O SOUND SYSTEM WITH 10 SPEAKERS

FORD CO-PILOT360™ ASSIST+

ACTIVE PARK ASSIST 2.0

Your sanctuary from today's hectic world, the leather-trimmed refinement of Escape Titanium is a calming oasis. A 12.3" digital instrument cluster with customizable display, and dual-zone climate control, keep you comfortably in command, no matter which of its 3 powertrains you choose. Ambient lighting in 7 hues and a B&O Sound System with 10 speakers help you establish the mood along the way. Adding to its allure: a head-up display,[1] Active Park Assist 2.0, and 19" aluminum wheels.[2] Plan your escape in the well-equipped Titanium.

LEATHER-TRIMMED SEATING SURFACES: Sandstone/Ebony, Ebony

19"
MACHINED-FACE ALUMINUM
WITH DARK TARNISH-PAINTED POCKETS
Standard with 2.0L EcoBoost engine and 2.5L Hybrid

18"
MACHINED ALUMINUM
Standard with 2.5L Plug-In Hybrid[5]

2.5L ATKINSON-CYCLE I-4 HYBRID
ELECTRONICALLY CONTROLLED CONTINUOUSLY VARIABLE TRANSMISSION (eCVT)
STANDARD

2.5L ATKINSON-CYCLE I-4 PLUG-IN HYBRID[5]
ELECTRONICALLY CONTROLLED CONTINUOUSLY VARIABLE TRANSMISSION (eCVT)
STANDARD

2.0L ECOBOOST®
WITH AUTO START-STOP TECHNOLOGY
8-SPEED SELECTSHIFT® AUTOMATIC TRANSMISSION
OPTIONAL; REQUIRES AWD

TITANIUM INCLUDES SELECT SEL FEATURES, PLUS:

MECHANICAL
Class II Trailer Tow Package (2.0L EcoBoost only)

FORD CO-PILOT360 TECHNOLOGY
Active Park Assist 2.0 with Parallel Parking, Park Out Assist, Reverse Perpendicular Parking, and Forward and Side Sensing Systems

Ford Co-Pilot360 Assist+:[6] Adaptive Cruise Control with Stop-and-Go and Lane Centering, and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes Evasive Steering Assist, and SiriusXM® Traffic and Travel Link® with 5-year subscription[7])

Rain-Sensing Windshield Wipers

APPEARANCE
Body-color, power sideview mirrors with integrated turn signal indicators and security approach lamps

LED headlamps and fog lamps

COMFORT & CONVENIENCE
6-way power front-passenger seat

12V powerpoints (2)

12.3" configurable LCD digital instrument cluster

110V/150W AC power outlet

Ambient lighting

Auto-dimming rearview mirror

Dual-zone electronic automatic temperature control

Heated steering wheel

Perimeter alarm

Universal garage door opener

CONNECTIVITY & ENTERTAINMENT
B&O Sound System with 10 speakers including a subwoofer, and HD Radio™ Technology

OPTIONS
Premium Package: head-up display and power, panoramic Vista Roof®

Intelligent AWD System (n/a on Plug-In Hybrid[5])

Power, panoramic Vista Roof (n/a as individual option on Plug-In Hybrid;[5] available as part of Premium Package)

Roof-rail crossbars (n/a with power, panoramic Vista Roof)

Also see "Available Options for All Models" on the Escape S specifications page.

COLORS: Desert Gold,[3] Velocity Blue,[3] Ingot Silver,[3] Dark Persian Green,[3] Magnetic,[3] Agate Black,[3] Sedona Orange,[3] Rapid Red Metallic Tinted Clearcoat,[4] Star White Metallic Tri-coat[4]

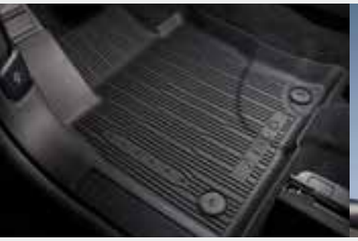
Available equipment shown. [1]Don't drive while distracted. See owner's manual for details and system limitations. [2]Gas-only models. [3]Metallic. [4]Additional charge. [5]Coming Spring 2020. [6]Restrictions may apply. See dealer for details. [7]Certain restrictions, 3rd-party terms and data rates may apply. See footnote 1 on the "Your Tech, Your Way" pages, and your Ford Dealer for details.

FORD ACCESSORIES

Titanium in Oxford White accessorized with molded splash guards, roof crossbars, and cargo box by Yakima®[1]

Roof-mounted Cargo Basket by Yakima[1]

Cargo area protector



Floor liners

Dash cam systems[2]

SHOP THE COMPLETE COLLECTION | **accessories.ford.com**

[1]Consult owner's manual for details on roof-rack load limits. [2]Ford Licensed Accessory.

New Vehicle Limited Warranty. We want your Ford Escape ownership experience to be the best it can be. Under this warranty, your new vehicle comes with 3-year/36,000-mile bumper-to-bumper coverage, 5-year/60,000-mile Powertrain Warranty coverage, 5-year/60,000-mile safety restraint coverage, and 5-year/unlimited-mile corrosion perforation (aluminum panels do not require perforation) coverage – all with no deductible. Escape unique electric components are covered during the Hybrid/Electric Unique Component Coverage, which lasts for 8 years or 100,000 miles, whichever occurs first. Please ask your Ford Dealer for a copy of these limited warranties.

Roadside Assistance. Covers your vehicle for 5 years or 60,000 miles, so you have the security of knowing that help may be only a phone call away should you run out of fuel, lock yourself out of the vehicle or need a winch back to a paved road, a battery jump start or towing. Your Ford Dealer can provide complete details on all of these advantages.

Ford Credit. Get the ride you want. Whether you plan to lease or buy, Ford Credit has the option that's right for you. Ask your Ford Dealer for details or visit us online at ford.com/finance.

Ford Protect™ Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

Ford Insure. A new insurance product designed just for Ford owners, Ford Insure can help you save money on auto insurance for your connected Ford vehicle. Drive smarter, become an even better driver and earn bigger discounts – it's a win/win/win. Visit the FordPass mobile app or call 1-833-Ford-183.

American Road Services Company LLC is the licensed insurance agency supporting Ford and Lincoln insurance programs. Ford Insure is underwritten by Nationwide Mutual Insurance Company and Affiliated Companies. Subject to underwriting guidelines, review, and approval. Products not available to all persons in all states. Coverages vary by state. Availability varies; program criteria differs in California.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty.

Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

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Comparisons based on competitive models excluding other Ford vehicles (Escape class is Small Utilities; Escape Hybrid class is Small Utilities – Hybrid; Escape Plug-In Hybrid class is Small Utilities – Plug-In Hybrid; each based on Ford segmentation), publicly available information and Ford certification data at time of release. Vehicles may be shown with optional equipment and without standard antenna. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-date information on Ford vehicles. Colors are representative only. See your dealer for actual paint/trim options.

ford.com/escape

FordPass

BUILT TO KEEP YOU MOVING.™

The FordPass™ App[3] puts your Escape owner experience right in the palm of your hand.

COMPLIMENTARY MAINTENANCE

With FordPass Rewards,™ you can earn 42,000 Points to use toward complimentary maintenance when you buy or lease a new Ford.[4] Or save your Points for future service, accessories or even your next new vehicle purchase. And when it's time to schedule service, you can do it right from your FordPass App.

REWARDS

In addition to complimentary maintenance, you can easily earn FordPass Rewards Points for many of the things you already do with us, including service and maintenance at participating dealers. Then you can redeem your Points for discounts on service, parts, accessories and new vehicle purchases. Use your app to watch your Points grow and keep track of how you use them.

ROADSIDE ASSISTANCE

With the FordPass App, you can request roadside assistance like fuel delivery, flat-tire repair and more 24/7 anywhere, anytime.[5] Just use your app to call or make an e-request and help is on the way.

CONNECT & CONTROL

Stay connected and in control of your vehicle with complimentary remote features accessed through the FordPass App. Start, stop, lock and unlock your vehicle, schedule a start, even check fuel and fluid levels right from the app.[6] You can also get vehicle health alerts, service history and service alerts to help you keep on top of your vehicle's maintenance.

Download the FordPass app today.

[3]FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply. [4]75,000 points for Diesel owners. Modem must be activated within 60 days of purchase through the FordPass App on a smartphone and remain active for at least 6 months after activation. Buyers of non-modem-equipped vehicles will also receive Points for complimentary maintenance after enrollment. Visit a participating dealer for details. [5]Roadside assistance is included for certain owners and available to everyone for a per-service fee. [6]FordPass Connect™ (optional on select vehicles), the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

BUILT Ford PROUD

From day one, we had the future in mind. And for over 116 years, we've focused on improving your freedom of movement, by making it possible for hardworking, everyday people to own a vehicle. One that's well built. That you're proud to drive. Born in Detroit, made in America[1] and famous worldwide: We are the Ford Motor Company.

Your mobility is at the center of everything we do. And we're excited to be designing and building smart vehicles that work for you. It's why we put our family name on every one. From our founding members, to our Ford family of employees around the globe, we work with pride. We build with care. For you – and your family. By everyone in ours.

[1]Made in the USA with domestic and foreign parts.

20ESCPDF
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Exhibit 5

2021 FORD ESCAPE®

GETAWAYS.
MAKE LIFE MEMORABLE.

Spontaneous experiences enrich our lives. Next time adventure beckons, you'll be ready to respond with confidence in the 2021 Ford Escape.® Your choice of 4 powertrains includes 2 turbocharged EcoBoost® engines, plus a Hybrid and a Plug-in Hybrid.[1] You can enjoy up to 5 Selectable Drive Modes with available Intelligent AWD. There's a spacious, adaptable interior with sliding rear seats that offer best-in-class[2] maximum rear-seat leg room on gas models. And plenty of advanced connectivity.

Available Ford Co-Pilot360™ Assist+ includes Intelligent Adaptive Cruise Control with Speed Sign Recognition this year. Plus, several new available packages can help you personalize your vehicle, including the SE Sport Appearance (shown), the sleek SEL Stealth AWD, and the luxurious Titanium Elite. It's time to elevate your travels – and start making more extraordinary memories – in the 2021 Escape.

SE. Velocity Blue Metallic. Available SE Sport Appearance Package. Available equipment.

Vehicle imagery throughout this brochure may be computer-generated and may include available and aftermarket equipment.

1. Available spring 2021. **2.** Class is Non-Premium Compact Utility overall length under 185.2" and over 177.0." Based on the 2nd-row seat in the most rearward position.

[1.5L ECOBOOST®]

GO FURTHER

To help conserve fuel, the 1.5L engine can sense when a cylinder isn't needed and shut it down, deactivating or activating it in milliseconds to maintain a seamless ride. This engine also features Auto Start-Stop Technology that can help reduce fuel consumption and vehicle tailpipe emissions when the vehicle is fully stopped.

Standard on S, SE and SEL (FWD or available AWD)

181 MAX. HORSEPOWER[1]
190 LB.-FT. MAX. TORQUE[1]

[2.0L ECOBOOST]

GO QUICKLY

This turbocharged gem works with the quick-shifting 8-speed automatic transmission to offer spirited acceleration and robust passing power. In addition to enjoying its fun-to-drive nature, you can also pair it with the available Class II Trailer Tow Package to tow up to 3,500 lbs.[2]

Available on SEL and Titanium (AWD only)

250 MAX. HORSEPOWER[1]
280 LB.-FT. MAX. TORQUE[1]

[HYBRID]

GO WITH A BLEND

Ford Escape® Hybrid models combine a 2.5L Atkinson-cycle I-4 engine with an electric traction motor and an electric Continuously Variable Transmission (eCVT). They can travel at a top speed of 85 mph[3] while in electric-only mode. Plus, they feature electric launch for an engaging driving experience.

Available on SE and SEL (FWD or available AWD)
Standard on Titanium (FWD or available AWD)

200 MAX. HORSEPOWER[4]
COMBINED SYSTEM NET

[PLUG-IN HYBRID]

EXPAND YOUR OPTIONS

You can drive Plug-in Hybrid[5] models in EV (Electric Vehicle) mode when the battery is charged. A driver's side charge port and 120-volt charging cord help make charging easy. This powertrain includes the 2.5L Atkinson-cycle I-4 engine as well, so you can drive on gas power even if you run out of charge.

Available on SE, SEL and Titanium (FWD only)

221 MAX. HORSEPOWER[4]
COMBINED SYSTEM NET

POSSIBILITIES.

4 WAYS TO POWER YOURS.

SEL PLUG-IN HYBRID. Rapid Red Metallic Tinted Clearcoat.[6] Available equipment.

1. Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **2.** Max. towing of 3,500 lbs. with 2.0L EcoBoost and available Class II Trailer Tow Package (not shown); 2,000 lbs. with 1.5L EcoBoost and proper equipment (not shown); 1,500 lbs. with Hybrid and proper equipment (not shown); 1,500 lbs. with SEL Plug-in Hybrid (shown) and proper equipment. Max. towing varies based on cargo, vehicle configuration, accessories and number of passengers. Factory-installed towing equipment is not offered for all applications. See dealer for details. **3.** Always obey posted speed limits. **4.** Calculated via combined performance of the engine and electric motor with peak battery power. The calculations utilize SAE J1349 engine results and Ford electric motor dyno testing. Your results may vary. **5.** Available spring 2021. **6.** Additional charge.

Horsepower, torque and towing are independent attributes and may not be achieved simultaneously.

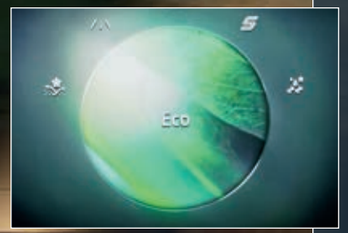
RQ24-008 000618 LC

CAPABILITY.

SELECT YOUR DRIVE MODE.

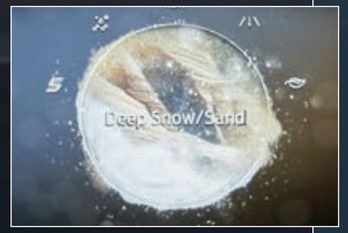
NORMAL
You'll probably spend the most time here. Ideal for everyday driving on wet or dry paved roads. A balance of excitement and convenience.

SLIPPERY
For better handling on surfaces covered with ice, water, grass or gravel, this mode adjusts the pedal response and traction control.



ECO
Exactly as it sounds. Eco helps maximize efficiency and increase driving range.

SPORT
Increases throttle response, provides quicker shifts for a more aggressive feel, and allows the transmission to hold shifts longer to help accelerate faster when shifting. For more "sporty" on-road driving.



DEEP SNOW/SAND
Adjusts the transmission shift schedule, pedal response, traction control and driveline configuration for better handling in deep snow or sand. Included with available Intelligent AWD only.

Ford Escape® lets you create the drive experience you desire, or the one that conditions demand, with easy-to-use Selectable Drive Modes. Choose your mode and the system adjusts traction control, steering and pedal response, and available Intelligent AWD to help provide a remarkable driving experience. 3D animations (shown at left) on the available 12.3" digital instrument cluster change based on the drive mode you select.

Plug-in Hybrid[1] models feature 4 EV modes, allowing you to decide how you want to use the electric power. In Auto EV, the vehicle decides whether to run on gas or electric power. EV Now mode is for all-electric operation. EV Later preserves plug-in energy for later use. In EV Charge mode, drivers can continue to charge the battery while driving, and generate electric-only miles to use later, such as during city driving.

TITANIUM. Iconic Silver Metallic. Available equipment.

1. Available spring 2021.

AMENITIES.

TAKE COMFORT IN CONTROL.

Every Ford Escape® offers a roomy front-row experience that includes a streamlined center console and nicely calibrated rotary gear shift dial. Available heated sport contour front bucket seats and an available heated steering wheel offer extra comfort on chilly days. The available 12.3" digital instrument cluster (shown above) features a configurable display and 3D animations. Vehicle speed and other vital information can be projected onto a 6" wide screen just above the steering wheel by the available head-up display[1] (shown at right). Plus, there's an available B&O™ Sound System that uses 10 high-performance speakers to transform 575 watts of digitally processed sound into pure audio bliss.

TITANIUM. Ebony and Sandstone leather-trimmed interior. Available Titanium Elite Package. Available equipment.

1. Don't drive while distracted. See owner's manual for details and system limitations.

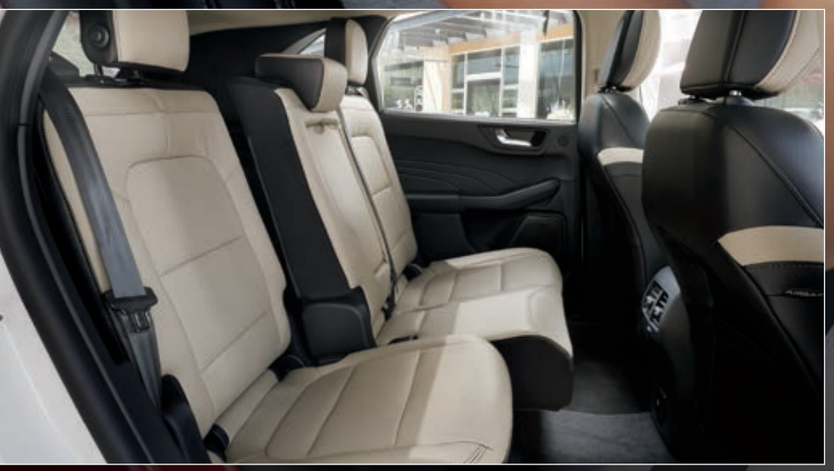
VERSATILITY.

ADAPT IT TO YOUR AGENDA.

Whatever adventures your day holds, Ford Escape® is designed to help you enjoy them. Want to seat up to 5 adults? Do it comfortably with a total passenger volume of up to 104 cu. ft.[1,2] Need to carry a full-size pet crate?[3] Slide the rear seats fully forward to create up to 37.5 cu. ft.[1,2] of cargo space behind them. You can also fold both sections of the 60/40 split rear seats down for up to 65.4 cu. ft.[1,2] of max. cargo space. To help keep items out of sight, the available easy-access cargo shade rises and lowers along with the available hands-free, foot-activated liftgate. Be sure to top it all off with the available power, panoramic Vista Roof® so you and all of your passengers can benefit from the natural lighting and fresh air.

TITANIUM. ActiveX™ Seating Material (Sandstone above /Ebony at right). Available equipment.

1. Non-hybrid models. **2.** Cargo and load capacity limited by weight and weight distribution. **3.** Can accommodate dog crate of 36" L x 23" W x 25" H.



LATITUDE.

SLIDE SEATS BACK TO RELAX.

Treat friends and family to the surprising freedom of sliding rear seats that offer best-in-class[1] maximum rear-seat leg room inside of Ford Escape® gas models. The rear seat backs can also be reclined while passengers take a break, enjoying the shade provided by available rear-window and liftgate privacy glass. You'll find up to 2 available smart-charging USB ports up front, plus a set of available USB ports (1 USB-A and 1 USB-C), or up to 3 available 12V powerpoints. Every model offers plenty of ways to keep your devices charged and at the ready. Those in both rows can use the roomy door pockets and convenient bottle holders to stow travel essentials and stay hydrated on short and long journeys alike.

TITANIUM. ActiveX™ Seating Material (Sandstone inset/Ebony above). Available equipment.

1. Based on the 2nd-row seat in the most rearward position.

CONNECTIONS.

NURTURE YOURS WITH TECH.

Staying in touch on the go is easy in Ford Escape.® Available voice-activated SYNC® 3[1] puts just what you need on the tip of your tongue – or right at your fingertips – thanks to a vibrant 8" touchscreen, while your smartphone lets you use Siri® or Google™ and Alexa™ to stay connected while keeping your eyes on the road – and your hands on the wheel. You can also use voice commands to control favorite apps on your paired smartphone or other mobile devices via SYNC AppLink.®[2] Access to complimentary remote features like start/stop, lock/unlock, schedule a start, locate your vehicle, and vehicle status check, is offered to you through the FordPass™ App[3] and FordPass Connect.[3]

TITANIUM. Rapid Red Metallic Tinted Clearcoat.[6] Available equipment.

Don't drive while distracted. Use voice-operated systems when possible; don't use handheld devices while driving. **1.** Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. **2.** Commands may vary by phone and AppLink software. **3.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the complimentary subscription period for remote features. To activate, go to www.att.com/ford. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **4.** Qi wireless charging may not be compatible with all mobile phones. **5.** Requires phone with active data service and compatible software. SYNC 3 does not control 3rd-party products while in use. 3rd parties are solely responsible for their respective functionality. **6.** Additional charge.

Recharge on the go – without any cords – thanks to the available wireless charging pad.[4]

Change up your display style by enjoying available compatibility with Apple CarPlay® for your iPhone.®[5] Available SYNC 3 is also compatible with Android Auto™ for your Android™ smartphone.[5]

Connect up to 10 devices at once – inside the vehicle or up to 50' away – with 4G LTE Wi-Fi hotspot capability[3] and FordPass Connect.[3]

CONFIDENCE.

FORD CO-PILOT360™ TECHNOLOGY.

TITANIUM. Star White Metallic Tri-coat.[2] Available equipment.

1. Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. It does not replace safe driving. See owner's manual for details and limitations. **2.** Additional charge.

FORD CO-PILOT360

Standard on every 2021 Ford Escape®

Changing lanes. Keeping your distance. Helping avoid potential collision hazards. Ford Co-Pilot360 driver-assist features can help you in a variety of situations and conditions, as they can supplement your driving skills[1] and help you feel confidently in command.

- **PRE-COLLISION ASSIST WITH AUTOMATIC EMERGENCY BRAKING**
- **LANE-KEEPING SYSTEM**
- **BLIS® (BLIND SPOT INFORMATION SYSTEM) WITH CROSS-TRAFFIC ALERT**
- **AUTO HIGH-BEAM HEADLAMPS**
- **REAR VIEW CAMERA**

FORD CO-PILOT360 ASSIST+

Standard on Titanium; Available on SE and SEL

Stay on track, and take comfort knowing you'll be guided along the way thanks to these high-tech features.

- **INTELLIGENT ADAPTIVE CRUISE CONTROL**
  Includes Speed Sign Recognition
- **EVASIVE STEERING ASSIST**
- **VOICE-ACTIVATED NAVIGATION**

AVAILABLE TECHNOLOGY

Enjoy the ease of parallel and perpendicular parking. Be prepared for sudden rain showers and chilly morning starts. Know that a little help is available when and where you need it most.

- **ACTIVE PARK ASSIST 2.0**
  Standard on Titanium
- **RAIN-SENSING WINDSHIELD WIPERS**
  Standard on Titanium
- **REMOTE START SYSTEMS**
  Standard on SEL and Titanium; Available on S and SE
- **REVERSE SENSING SYSTEM**
  Standard on SEL and Titanium

INSPIRATION.

REDISCOVER JOY EVERY DAY.

Since its conception, Ford Escape® has epitomized the fun-loving freedom of spontaneous road trips.

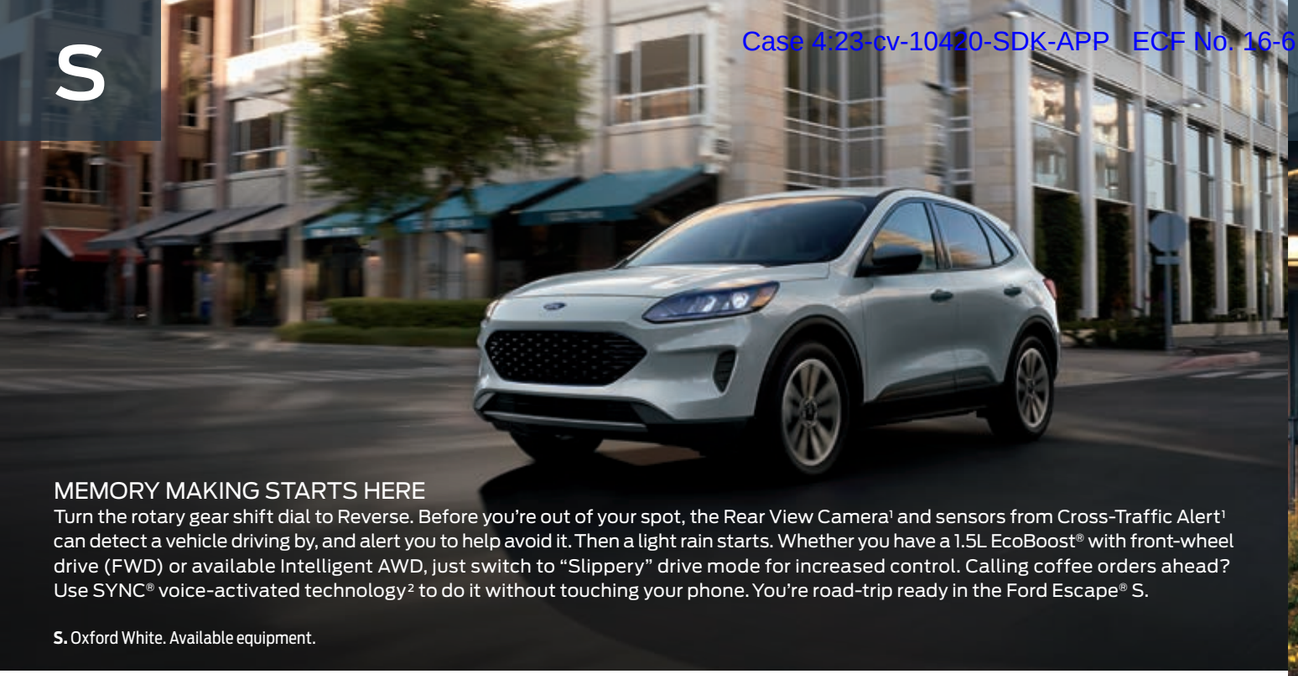
This current generation makes extensive use of lightweight, high-strength steel and high-strength boron steel. Its isolated rear subframe contributes to a comfortable ride. Hybrid and Plug-in Hybrid[1] models feature an eCVT transmission with electric launch for an engaging driving experience. Gas-only models utilize an 8-speed automatic transmission for smooth, responsive performance. Torque Vectoring Control helps the vehicle track on your intended path, especially on wet or slippery surfaces.[2] And electric power-assisted steering provides light, responsive steering while parking, and confident control at higher speeds.

These and a myriad of other details are purposefully combined to help Escape empower your urban adventures and back-road getaways alike. Lifting your spirits at every turn.

SE. Velocity Blue Metallic. Available SE Sport Appearance Package. Available equipment.

1. Available spring 2021. **2.** Remember that even advanced technology cannot overcome the laws of physics. It's always possible to lose control of a vehicle due to inappropriate driver input for the conditions.

S



MEMORY MAKING STARTS HERE

Turn the rotary gear shift dial to Reverse. Before you're out of your spot, the Rear View Camera[1] and sensors from Cross-Traffic Alert[1] can detect a vehicle driving by, and alert you to help avoid it. Then a light rain starts. Whether you have a 1.5L EcoBoost® with front-wheel drive (FWD) or available Intelligent AWD, just switch to "Slippery" drive mode for increased control. Calling coffee orders ahead? Use SYNC® voice-activated technology[2] to do it without touching your phone. You're road-trip ready in the Ford Escape® S.

S. Oxford White. Available equipment.

SE SPORT APPEARANCE PACKAGE

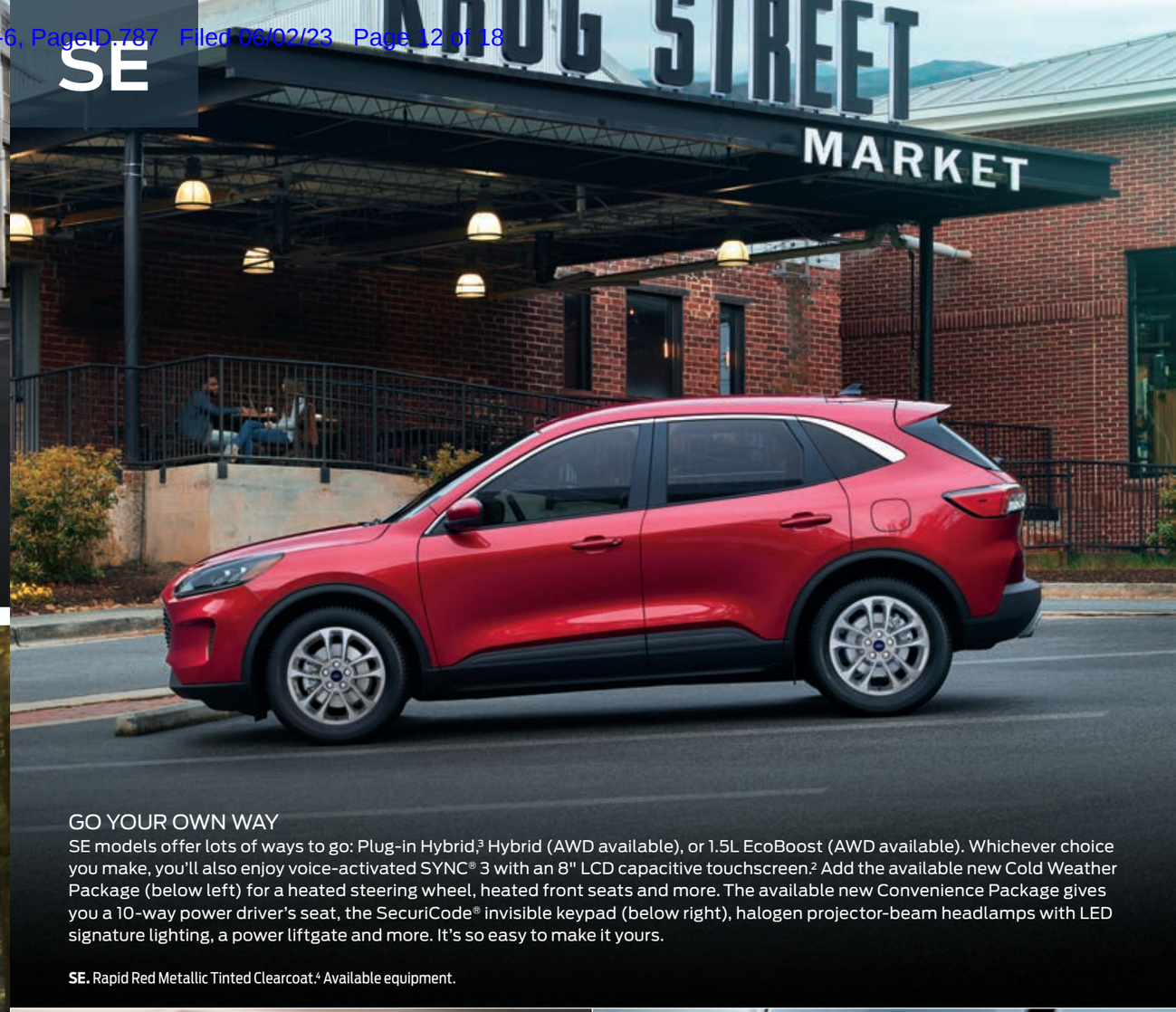
EXPRESS YOURSELF

The available SE Sport Appearance Package gives your SE standout looks, starting with its 19" machined-face Ebony-painted aluminum wheels. The front and rear bumpers, and upper window moldings are all black. High-gloss black caps set off the sideview mirrors. And a gloss black 5-bar grille with a chrome surround leads the way to fun.

SE. Velocity Blue Metallic. Available SE Sport Appearance Package. Available equipment.

1. Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. It does not replace safe driving. See owner's manual for details and limitations. **2.** Don't drive while distracted. Use voice-operated systems when possible; don't use handheld devices while driving. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. **3.** Available spring 2021. **4.** Additional charge.

SE



GO YOUR OWN WAY

SE models offer lots of ways to go: Plug-in Hybrid,[3] Hybrid (AWD available), or 1.5L EcoBoost (AWD available). Whichever choice you make, you'll also enjoy voice-activated SYNC® 3 with an 8" LCD capacitive touchscreen.[2] Add the available new Cold Weather Package (below left) for a heated steering wheel, heated front seats and more. The available new Convenience Package gives you a 10-way power driver's seat, the SecuriCode® invisible keypad (below right), halogen projector-beam headlamps with LED signature lighting, a power liftgate and more. It's so easy to make it yours.

SE. Rapid Red Metallic Tinted Clearcoat.[4] Available equipment.

SEL

ELEVATE YOUR EXPERIENCES

Ford Escape® SEL offers a range of available powertrains: Plug-in Hybrid,[1] Hybrid (AWD available), 250-hp[2] 2.0L EcoBoost® paired with Intelligent AWD, or 1.5L EcoBoost (AWD available). Plug-in Hybrid models are easy to recharge using the standard 120V portable charging cord, an available 240V TurboCord,™ or at public charging stations (bottom right). Durable ActiveX™ Seating Material trims all SEL models. Plus, an available new Technology Package bundles the wireless charging pad;[3] 12.3" digital instrument cluster; hands-free, foot-activated liftgate (top right); and more. Indulge your sophisticated nature in SEL.

SEL. Rapid Red Metallic Tinted Clearcoat.[4] Available equipment.

1. Available spring 2021. **2.** Horsepower rating based on premium fuel per SAE J1349® standard. Your results may vary. **3.** Qi wireless charging may not be compatible with all mobile phones. **4.** Additional charge.

SEL STEALTH AWD PACKAGE

VENTURE OUT IN STYLE

Make your Escape even more sleek with this available new package only on SEL with the available 2.0L EcoBoost and AWD. The unique interior (shown left) features Ebony ActiveX Seating Material set off by Miko® sueded cloth inserts, plus logoed front and rear floor mats. A gloss black 5-bar grille with chrome surround, 19" machined-face Ebony-painted aluminum wheels, and lots of black accents – including the Ford Oval badges – give the exterior its dramatic stance.

SEL. Rapid Red Metallic Tinted Clearcoat.[4] Available SEL Stealth AWD Package. Available equipment.

TITANIUM

REFINE YOUR TRAVELS

With its sophisticated styling and upscale amenities, Ford Escape® Titanium offers you a calming oasis. Available powertrain choices include: Plug-in Hybrid,[1] Hybrid (Intelligent AWD available), or 2.0L EcoBoost® (AWD required). A 12.3" digital instrument cluster with configurable display, and dual-zone climate control help keep you comfortably in command. Adding to its allure: the hands-free, foot-activated liftgate and Active Park Assist 2.0. Ford Co-Pilot360™ Assist+ – including the Voice-Activated Touchscreen Navigation System – is also standard. Titanium is well-equipped to help you get away from it all.

TITANIUM HYBRID. Star White Metallic Tri-coat.[2] Available equipment.

TITANIUM ELITE PACKAGE

TREAT YOURSELF TO A NEW LEVEL OF LUXURY

New this year, the available Titanium Elite Package features a striking Ebony and Sandstone leather-trimmed interior with standard Titanium heated sport contour front bucket seats, including 10-way power and memory for the driver, and 6-way power for the passenger. Also featured are the head-up display; wireless charging pad;[3] and power, panoramic Vista Roof.® With its chrome 5-bar grille and chrome surround, Silver-painted skid plates, and 19" Luster Nickel-painted aluminum wheels, this special Escape truly shines.

TITANIUM. Star White Metallic Tri-coat.[2] Available Titanium Elite Package. Available equipment.

1. Available spring 2021. **2.** Additional charge. **3.** Qi wireless charging may not be compatible with all mobile phones.

STANDARD FEATURES

MECHANICAL

- 120V charging cord (Plug-in Hybrid models)
- Active grille shutters
- Electric power-assisted steering
- Front-wheel drive (FWD)
- Power disc brakes with Anti-Lock Brake System (ABS)
- Rotary gear shift dial
- Selectable Drive Modes – Normal, Slippery, Eco, Sport
- Tire inflator and sealant kit
- Torque Vectoring Control

FORD CO-PILOT360™ TECHNOLOGY

- Auto Hold
- Autolamp (Automatic On/Off Headlamps)
- **Ford Co-Pilot360:** Pre-Collision Assist with Automatic Emergency Braking (AEB); BLIS® (Blind Spot Information System) with Cross-Traffic Alert; Lane-Keeping System; Auto High-Beam Headlamps; and Rear View Camera
- Post-Collision Braking

COMFORT & CONVENIENCE

- 60/40 split-fold rear seats with slide and recline
- Cargo tie-down hooks
- Configurable daytime running lamps
- Easy Fuel® capless fuel filler
- Illuminated Entry System
- Manual-tilt/-telescoping steering column
- Particulate air filter
- Steering wheel-mounted cruise and audio controls

APPEARANCE

- Dual chrome exhaust tips
- LED taillamps

CONNECTIVITY & ENTERTAINMENT

- FordPass™ Connect[1] with 4G LTE Wi-Fi hotspot capability[2]

SAFETY & SECURITY

- Personal Safety System™ for driver and front passenger includes dual-stage front airbags[3]
- Driver's knee airbag[3]
- Front-seat side airbags[3]
- Safety Canopy® System with side-curtain airbags[3] and rollover sensor
- AdvanceTrac™ with RSC® (Roll Stability Control™)
- Curve Control
- Front height-adjustable shoulder safety belts
- MyKey® technology to help encourage responsible driving
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS; excludes spare, when equipped)

DIMENSIONS & CAPACITIES

Exterior (in.)	
Wheelbase	106.7
Length	180.5
Height	66.1
Width – Mirrors folded	78.7
Width – Including mirrors	85.6

Interior (in.)	**Front/Rear**
Head room	40.0/39.3
Leg room (max.)	42.4/40.7
Hip room	55.2/53.3
Shoulder room	57.6/56.0

Capacities (cu. ft.)	
Passenger volume	104.0
Cargo volume behind front seats	65.4
Cargo volume behind rear seats	37.5 (max.)

Fuel Tank (gal.)	
1.5L EcoBoost®	14.8/15.7 (FWD/AWD)
2.0L EcoBoost	15.7
2.5L Hybrid	14.2
2.5L Plug-in Hybrid	11.0

Dimensions and capacities shown for base trim level with FWD. Dimensions and capacities may vary by model.

Ford Escape® Plug-in Hybrid models available spring 2021 at EV Certified Ford Dealerships.

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **2.** Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the complimentary subscription period for remote features. To activate, go to www.att.com/ford. **3.** Always wear your safety belt and secure children in the rear seat. **4.** Additional charge.

17" Steel with
Sparkle Silver-Painted Covers
Standard on S

17" Shadow Silver-Painted
Aluminum
Standard on SE with EcoBoost engines
and Hybrid; Optional on S

18" Machined-Face
Ebony-Painted Aluminum
Standard on SE, SEL, Titanium
with Plug-in Hybrid

18" Machined-Face Aluminum
with Dark Stainless-Painted Pockets
Standard on SEL with
EcoBoost engines and Hybrid

19" Machined-Face
Ebony-Painted Aluminum
Included with SE Sport Appearance
and SEL Stealth AWD Packages

19" Machined-Face Aluminum
with Dark Tarnish-Painted Pockets
Standard on Titanium with
2.0L EcoBoost engine and Hybrid

19" Luster Nickel-Painted
Aluminum
Included with Titanium Elite Package

1 Oxford White

6 Agate Black Metallic

2 Desert Gold Metallic

7 Bronze Fire Metallic

3 Velocity Blue Metallic

8 Antimatter™ Blue Metallic

4 Iconic Silver Metallic

9 Rapid Red Metallic Tinted Clearcoat[4]

5 Carbonized Gray Metallic

10 Star White Metallic Tri-coat[4]

Dark Earth Gray Cloth Seating Surfaces / 1-8	S
Dark Earth Gray Cloth Seating Surfaces / 1-10	SE
Sandstone Cloth Seating Surfaces / 1-10	SE
Sandstone ActiveX™ Seating Material with Mini-Perforated Inserts / 1-10 SEL / 2-10 Titanium	SEL/TITANIUM
Ebony ActiveX Seating Material with Mini-Perforated Inserts / 1-10 SEL / 2-10 Titanium	SEL/TITANIUM
Ebony ActiveX Seating Material with Miko® Sueded Cloth Perforated Inserts / 1-10	SEL STEALTH AWD PACKAGE
Ebony Leather with Sandstone Mini-Perforated Inserts / 2-10	TITANIUM ELITE/ PREMIUM PACKAGES

Colors are representative only.
See your dealer for actual paint/trim options.

S	SE	SEL	TITANIUM	**S**: STANDARD **O**: OPTIONAL **P**: PACKAGED
				MECHANICAL
S	S	S		**1.5L EcoBoost® engine** with Auto Start-Stop Technology: 181 hp @ 6,000 rpm[1] 190 lb.-ft. of torque @ 3,000 rpm[1] 8-speed automatic transmission
	O	O	S[2]	**2.5L Atkinson-Cycle I-4 Hybrid:** 200 hp[3] (combined system net) Electric Continuously Variable Transmission (eCVT)
	O	O	O	**2.5L Atkinson-Cycle I-4 Plug-in Hybrid:** 221 hp[3] (combined system net) Electric Continuously Variable Transmission (eCVT)
		O	O	**2.0L EcoBoost engine** with Auto Start-Stop Technology (requires Intelligent AWD System): 250 hp @ 5,500 rpm[1] 280 lb.-ft. of torque @ 3,000 rpm[1] 8-speed automatic transmission
S	S	S	S	Drive Modes: Normal, Slippery, Eco, Sport (EcoBoost and Hybrid FWD models; AWD adds Deep Snow/Sand Mode)
	S	S	S	Drive Modes: Auto EV, EV Now, EV Later, and EV Charge (Plug-in Hybrid models)
S	S	S	S[2]	Front-wheel drive (FWD)
	S	S	S	Neutral towing capability (Hybrid and Plug-in Hybrid models only)
O	O	O	O[2]	Intelligent AWD System (not available on Plug-in Hybrid models)
O	O	O	O	Mini spare wheel and tire (replaces tire inflator and sealant kit)
				FORD CO-PILOT360™ TECHNOLOGY
	O	O	S	**Ford Co-Pilot360 Assist+:** Intelligent Adaptive Cruise Control with Stop-and-Go and Lane Centering (includes Speed Sign Recognition); Evasive Steering Assist; and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes SiriusXM® Traffic and Travel Link® with 5-year subscription[4])
		S	S	Reverse Sensing System
			S	Active Park Assist 2.0
			S	Rain-Sensing Windshield Wipers
				APPEARANCE
S				Black grille surround, beltline moldings, upper window moldings, exterior door handles and power sideview mirror caps
	S	S	S	Chrome grille surround and upper window moldings; and body-color exterior door handles and power sideview mirror caps
S	S			Halogen headlamps
	S	S	S	Privacy glass on all rear windows
		S	S	Fog lamps (LED on Titanium)
	P	S		Halogen projector-beam headlamps with LED signature lighting
	P	S	S	Black roof-rack side rails (included with panoramic Vista Roof® option on SE)
		S	S	Chrome beltline moldings
		S	S	LED headlamps
				COMFORT & CONVENIENCE
S	S			6-way manual driver seat and 4-way manual front-passenger seat
S				12V powerpoints (3)
S	S			Power windows with driver one-touch-down feature
	S	S	S	12V powerpoints (2)
	S	S		6.5" LCD instrument panel screen (Hybrid and Plug-in Hybrid models only)
	S/P	S	S	Dual-zone electronic automatic temperature control (standard with Hybrid and Plug-in Hybrid on SE)
	S	S	S	Electronic fuel door release (Hybrid and Plug-in Hybrid models only)
	S	S	S	Front-passenger seat back map pocket
	S	S	S	Illuminated visor mirrors
	S	S	S	Intelligent Access with push-button start
	S	S	S	Smart-charging USB ports for rear seat (2: 1 USB-A and 1 USB-C)
	P	S	S	10-way power driver's seat with power lumbar and recline
	P	S	S	Heated front seats
	P	S	S	Heated sideview mirrors
	P	S	S	Heated steering wheel
	P	S	S	Rear-seat center armrest with 2 cupholders
	P	S	S	Remote Start System
	P	S	S	SecuriCode® invisible keypad
	P	S		Power liftgate
		S	S	Power windows with one-touch-up/-down feature
			S	6-way power front-passenger seat
			S	Ambient lighting (single color)
			S	Auto-dimming rearview mirror
			S	Universal garage door opener
		P	S	12.3" configurable LCD digital instrument cluster
		P	S	Hands-free, foot-activated liftgate
		P	S	Memory feature for power driver's seat and sideview mirrors
	P			Electronic automatic temperature control
	O	O	O/P	Power, panoramic Vista Roof (includes black roof-rack side rails; not available with Plug-in Hybrid on SE)
			P	Leather-wrapped heated steering wheel
				SAFETY & SECURITY
	S	S	S	Pedestrian Alert Sounder (Hybrid and Plug-in Hybrid models only)
			S	Perimeter alarm
				CONNECTIVITY & ENTERTAINMENT
S	S	S		AM/FM stereo with 6 speakers and MP3 capability
S				SYNC Voice Recognition Communications System with 4.2" LCD screen in center stack, 911 Assist,® AppLink,® and 1 smart-charging USB port
	S	S	S	SiriusXM with 3-month All Access trial subscription[4]
	S	S	S	SYNC 3 with 8" LCD capacitive touchscreen in center stack, 911 Assist, AppLink, Apple CarPlay® compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports
		P	S	B&O™ Sound System with 10 speakers including a subwoofer, and HD Radio™ Technology
				PACKAGES
		O	O	**Class II Trailer Tow Package** (3,500 lbs. max.; 2.0L only)
	O			**Cold Weather Package:** heated front seats, sideview mirrors and premium-wrapped steering wheel; electronic automatic temperature control; and Remote Start System
	O			**Convenience Package:** 10-way power driver's seat with power lumbar and recline; dual-zone electronic automatic temperature control; halogen projector-beam headlamps with LED signature lighting; power liftgate; premium-wrapped steering wheel; rear-seat center armrest with 2 cupholders; and SecuriCode invisible keypad
	O			**SE Sport Appearance Package:** 19" machined-face Ebony-painted aluminum wheels; black 5-bar grille with chrome surround; and black bumpers, sideview mirror caps and upper window moldings (not available with Plug-in Hybrid)
		O		**SEL Stealth AWD Package:** 19" machined-face Ebony-painted aluminum wheels; black 5-bar grille with chrome surround; and black skid plates, sideview mirror caps, badging and upper window moldings; Ebony ActiveX™ Seating Material with Miko® sueded cloth perforated inserts; and front and rear carpeted floor mats with embroidered Escape logo (requires 2.0L engine with AWD)
		O		**Technology Package:** B&O Sound System with 10 speakers including a subwoofer; 12.3" configurable LCD digital instrument cluster; memory feature for power driver's seat and sideview mirrors; wireless charging pad; and hands-free, foot-activated liftgate
			O	**Titanium Elite Package:** 19" Luster Nickel-painted aluminum wheels; chrome 5-bar grille with chrome surround; Silver-painted front and rear skid plates; leather-trimmed seating surfaces with mini-perforated inserts; leather-wrapped steering wheel; front and rear carpeted floor mats with Sandstone embroidered Escape logo; head-up display; wireless charging pad; and power, panoramic Vista Roof (not available with Plug-in Hybrid)
			O	**Titanium Premium Package:** leather-trimmed seating surfaces with mini-perforated inserts; leather-wrapped steering wheel; front and rear carpeted floor mats with Sandstone embroidered Escape logo; head-up display; wireless charging pad; and power, panoramic Vista Roof (Plug-in Hybrid only)
				OPTIONS
O	O	O	O	Cargo mat
O	O	O	O	Easy-access cargo shade
O	O	O	O	Engine block heater
O	O	O	O	Front and rear floor liners (deletes standard floor mats; not available with SEL Stealth AWD, Titanium Elite or Titanium Premium Packages)
O	O	O	O	Front and rear floor liners (includes standard floor mats)[5]
O	O	O	O	Mini spare wheel and tire
O	O	O	O	Splash guards
O	O	O	O	Wheel-locking lug nuts
O	O			Remote Start System (long-range with confirmation; includes 2 key fobs)
		O	O	Roof-rail crossbars (n/a with power, panoramic Vista Roof, or Titanium Elite or Titanium Premium Packages)

Ford Escape® Plug-in Hybrid models available spring 2021 at EV Certified Ford Dealerships.

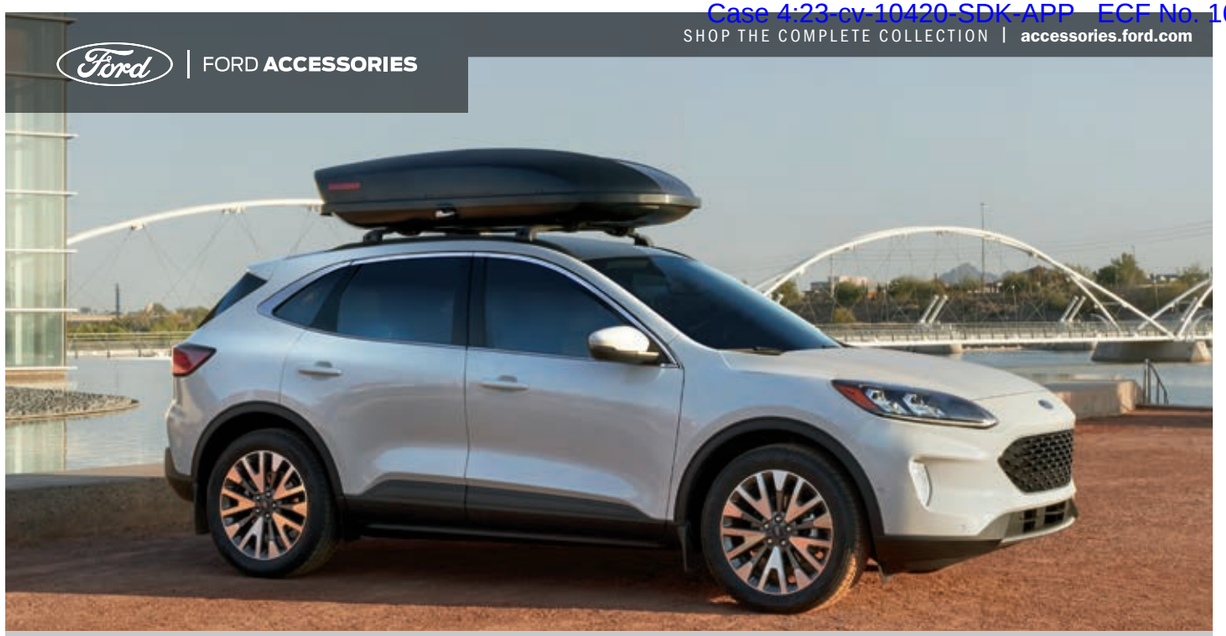
1. Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **2.** Restrictions may apply. See your dealer for details. **3.** Calculated via combined performance of the engine and electric motor with peak battery power. The calculations utilize SAE J1349 engine results and Ford electric motor dyno testing. Your results may vary. **4.** Trial length and service availability may vary by model, model year or trim. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service will automatically stop at the end of your trial unless a subscription is purchased. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms. Some services and features are subject to device capabilities and location availability. All fees, content and features are subject to change. **5.** Do not place additional floor mats or any other covering on top of the original floor mats.

Horsepower, torque and towing are independent attributes and may not be achieved simultaneously.

SEL. Velocity Blue Metallic. Available SEL Stealth AWD Package. Available equipment.

FORD ACCESSORIES

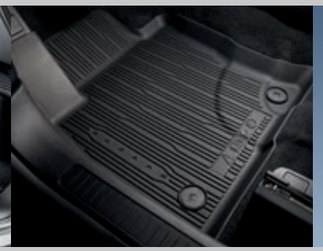
SHOP THE COMPLETE COLLECTION | accessories.ford.com



Titanium in Star White Metallic Tri-coat[1] accessorized with molded splash guards, roof crossbars,[2,3] and roof-mounted cargo box[2,3]

Roof-mounted cargo basket[2,3]

Cargo area protector



Floor liners

Dash cam systems[3]

New Vehicle Limited Warranty. We want your Ford Escape® ownership experience to be the best it can be. Under this warranty, your new vehicle comes with 3-year/36,000-mile bumper-to-bumper coverage, 5-year/60,000-mile Powertrain Warranty coverage, 5-year/60,000-mile safety restraint coverage, and 5-year/unlimited-mile corrosion perforation (aluminum panels do not require perforation) coverage – all with no deductible. Escape unique electric components are covered during the Hybrid/Electric Unique Component Coverage, which lasts for 8 years or 100,000 miles, whichever occurs first. Please ask your Ford Dealer for a copy of these limited warranties.

Ford Credit.® Get the ride you want. Whether you plan to lease or buy, Ford Credit has the option that's right for you. Ask your Ford Dealer for details or visit us online at ford.com/finance.

Roadside Assistance. Covers your vehicle for 5 years or 60,000 miles, so you have the security of knowing that help may be only a phone call away should you run out of fuel, lock yourself out of the vehicle or need a winch back to a paved road, a battery jump start or towing. Your Ford Dealer can provide complete details on all of these advantages.

Ford Protect™ Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

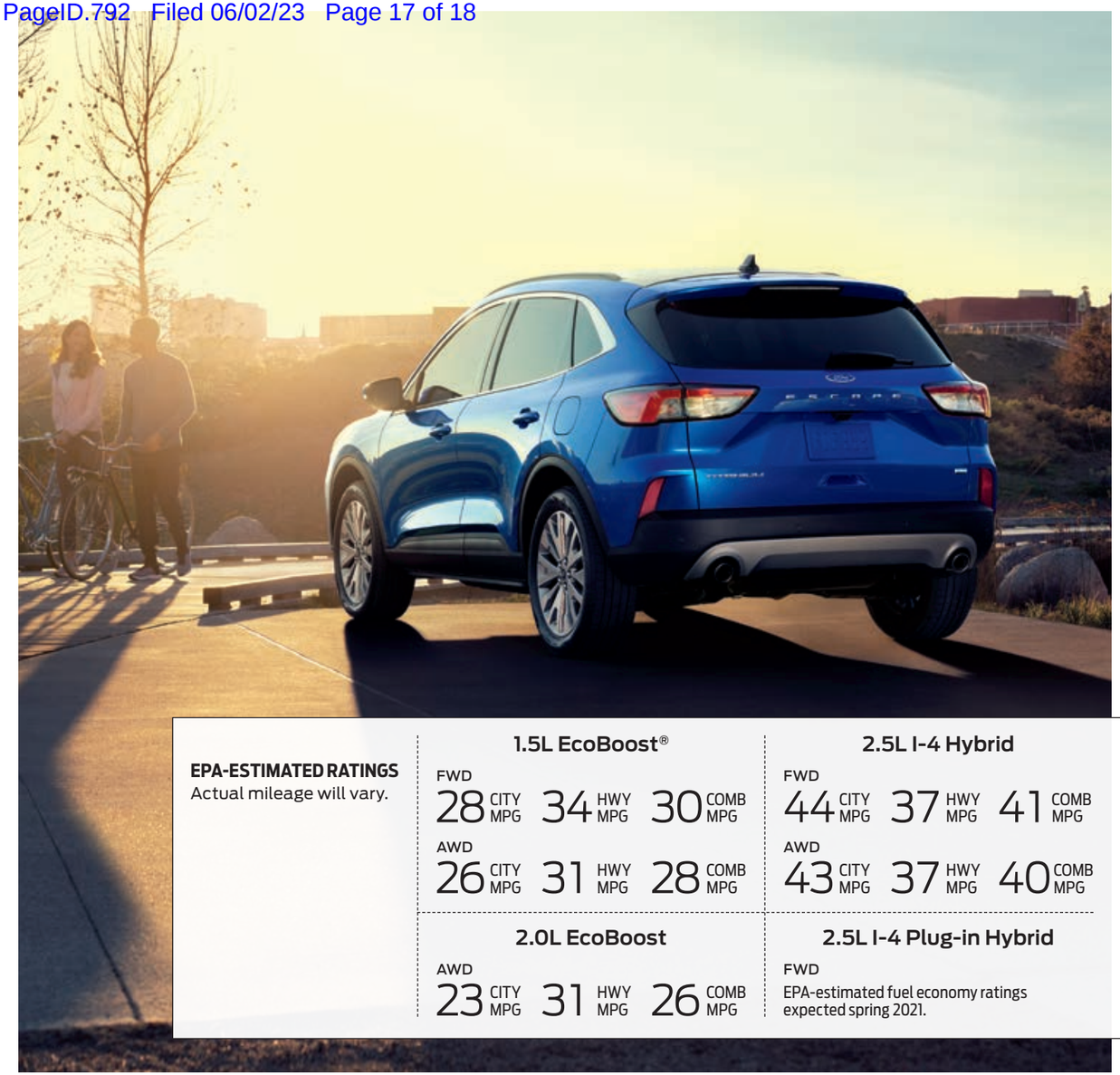
Ford Insure. Insurance that lets you earn discounts for safe driving, offering a maximum discount of 40% off your auto insurance. Ford Insure works with your 2021 Escape to gauge driving habits and calculate a discount based on how you drive. Visit www.fordinsure.com to learn more.

American Road Services Company LLC is the licensed insurance agency offering Ford Insure and is underwritten by Nationwide Mutual Insurance Company and affiliates. Home Office: Columbus, OH. Ford Motor and Ford Credit are not insurance companies or agents. Subject to underwriting guidelines, review and approval. Details and availability varies; program criteria differ in California. Discounts do not apply to all coverage elements; actual savings vary by state, coverage selections, rating factors and policy changes.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty.

Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

ford.com/escape



EPA-ESTIMATED RATINGS
Actual mileage will vary.

1.5L EcoBoost®

FWD
28 CITY MPG 34 HWY MPG 30 COMB MPG

AWD
26 CITY MPG 31 HWY MPG 28 COMB MPG

2.5L I-4 Hybrid

FWD
44 CITY MPG 37 HWY MPG 41 COMB MPG

AWD
43 CITY MPG 37 HWY MPG 40 COMB MPG

2.0L EcoBoost

AWD
23 CITY MPG 31 HWY MPG 26 COMB MPG

2.5L I-4 Plug-in Hybrid

FWD
EPA-estimated fuel economy ratings expected spring 2021.

1. Additional charge. **2.** Consult owner's manual for details on roof-rack load limits. **3.** Ford Licensed Accessory.

Ford and Oval Device, 911 Assist, ActiveX, AdvanceTrac, Antimatter, AppLink, BLIS, Easy Fuel, EcoBoost, Escape, Ford Co-Pilot360, Ford Credit, FordPass, Ford Protect, MyKey, Personal Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriCode, SecuriLock, SOS Post-Crash Alert System, SYNC, Vista Roof, and related marks are trademarks of Ford Motor Company.

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Comparisons based on competitive models (Escape class is Non-Premium Compact Utility; Escape Hybrid class is Non-Premium Compact Utility – Hybrid; Escape Plug-in Hybrid class is Non-Premium Compact Utility – Plug-in Hybrid; overall length for all under 185.2" and over 177.0"), publicly available information and Ford certification data at time of release. Vehicles may be shown with optional equipment. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-date information on Ford vehicles.

From day one, we had the future in mind. And over 117 years later, we continue that tradition of innovation with Ford Co-Pilot360,™ helping push us closer to autonomous driving, the latest generation of SYNC® to communicate untethered and our first fully electric vehicle – Ford Mustang Mach-E.®

We've always had our mind on the future. Now we're building it.

21ESCPDF

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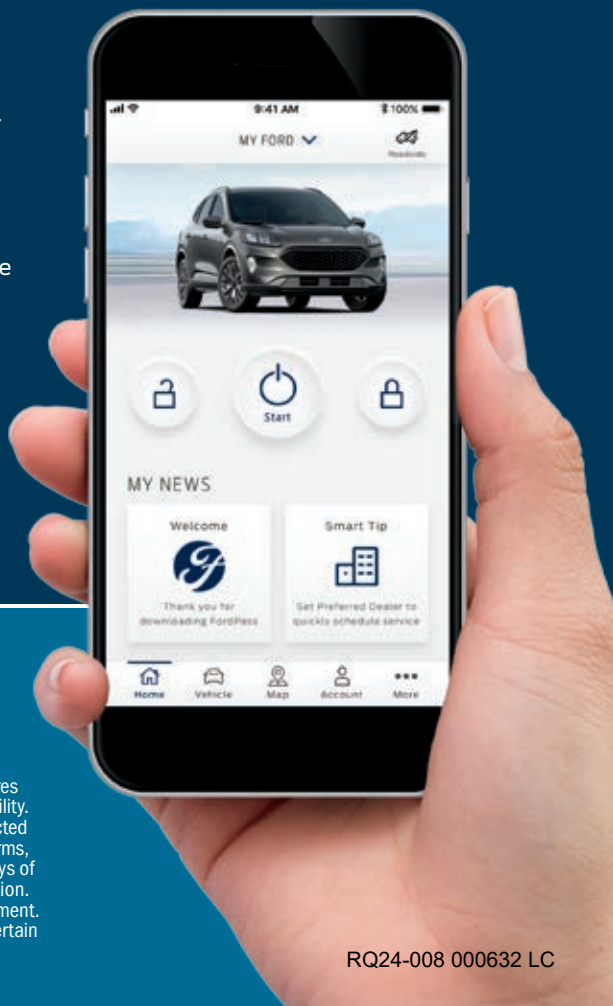
The FordPass™ App

FordPass

Meet FordPass. The app that puts your ownership experience in the palm of your hand.

- Access complimentary remote features like start/stop, lock/unlock, schedule a start, locate vehicle and vehicle status check when your vehicle is equipped with FordPass Connect[1]
- With FordPass Rewards, earn Points to use toward complimentary maintenance[2] or accessories when you buy or lease a new Ford vehicle
- Earn 10 FordPass Rewards Points for every $1 spent on vehicle service and maintenance
- Get help on the road with 24/7 Roadside Assistance[3]

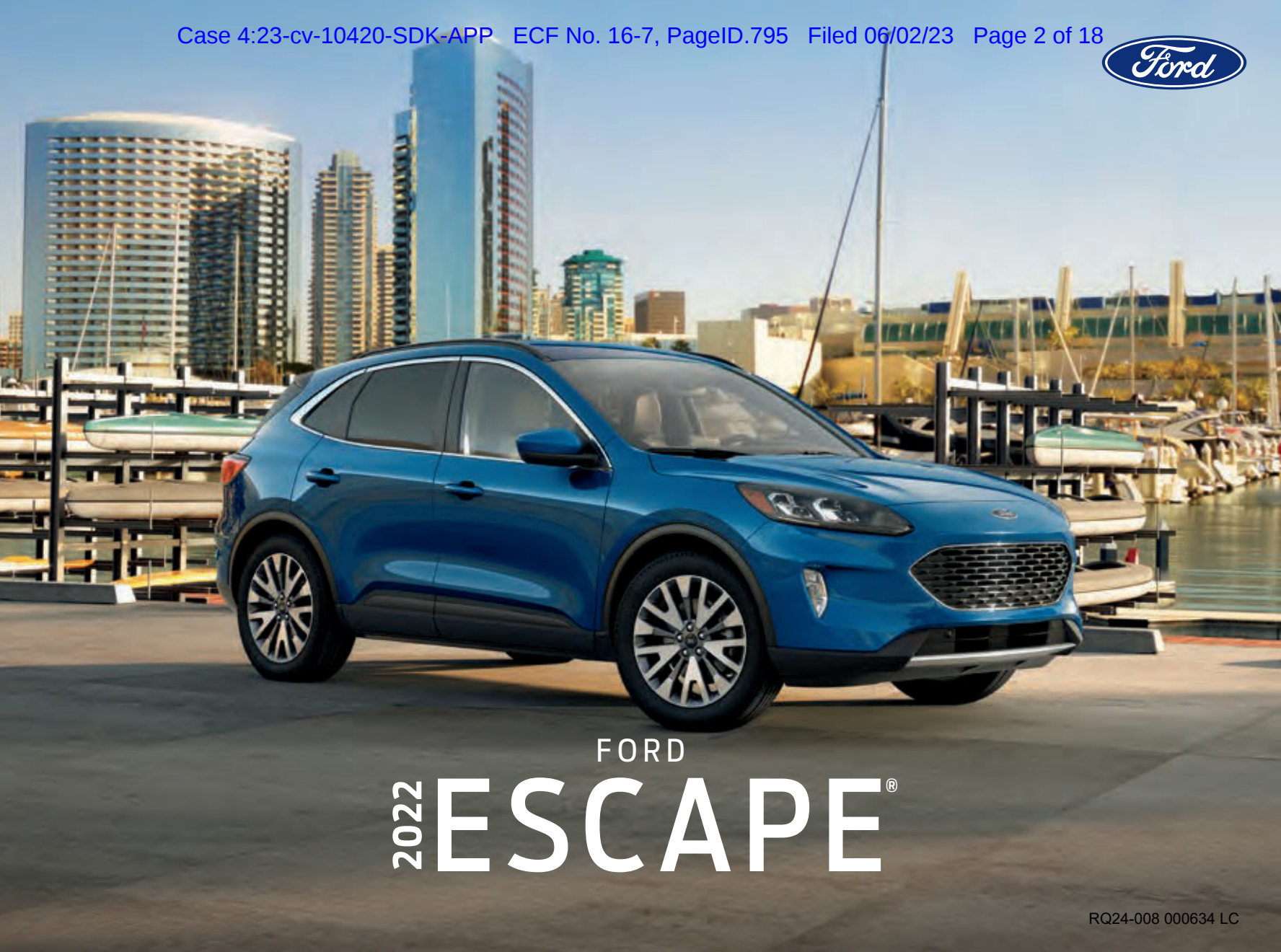


Download the FordPass App today.

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **2.** Modem must be activated within 60 days of purchase through the FordPass App on a smartphone and remain active for at least 6 months after activation. Buyers of non-modem-equipped vehicles will also receive Points for complimentary maintenance after enrollment. Visit a participating dealer for details or go to FordPassRewards.com. **3.** Roadside assistance is included for certain owners and available to everyone for a per-service fee.

RQ24-008 000632 LC

Exhibit 6



FORD 2022 ESCAPE®

RQ24-008 000634 LC

IT'S YOUR TIME.

MAKE IT MEMORABLE.

The 2022 Ford Escape® SUV. It's ready-made for the kind of getaways that become cherished memories. So next time adventure beckons, you and your friends can respond with confidence. A choice of 4 powertrains includes 2 turbocharged EcoBoost® engines, plus a Hybrid and a Plug-in Hybrid.[1] Five Selectable Drive Modes provide an exceptional driving experience. The spacious, adaptable interior features seating for up to 5, with sliding and reclining rear seats that offer plenty of leg room in back. And there's lots of advanced connectivity, too.

Available Ford Co-Pilot360™ Assist+ includes Intelligent Adaptive Cruise Control with Speed Sign Recognition. Plus, available packages like the SE Sport Appearance, SEL Stealth AWD, and Titanium Elite make it easy to personalize your vehicle. Elevate your travels – and start making more extraordinary memories – in the 2022 Escape.

S | SE | SEL | TITANIUM

EcoBoost • Hybrid • Plug-in Hybrid

TITANIUM. Atlas Blue Metallic. Available equipment.

1. Available at EV-certified Ford Dealers.

Vehicle imagery throughout this brochure may be computer-generated and may include available and aftermarket equipment.

EMPOWERING.
YOUR CHOICE OF 4 WAYS TO GO.

With a variety of available engines, the Ford Escape® SUV is geared to suit your driving style. Turbocharged EcoBoost® engine models feature plenty of horsepower and torque for making the most of every ride. They also include Auto Start-Stop Technology that can help reduce fuel consumption and vehicle tailpipe emissions when the vehicle is fully stopped.

Hybrid models use a 2.5L Atkinson-cycle I-4 engine and an electric traction motor for maximum range and fuel economy. The Plug-in Hybrid models have an EPA-estimated range of 481 miles.[1,2] You can drive the Plug-in Hybrid in EV (Electric Vehicle) mode when the battery is charged, and continue seamlessly on your way as the vehicle switches to gas power when needed.

Whichever model you choose, you'll be able to move from Park to Reverse to Drive with the simple turn of the finely tuned rotary gear shift dial, standard on every 2022 Escape.

TITANIUM. Star White Metallic Tri-coat.[5] Available equipment.

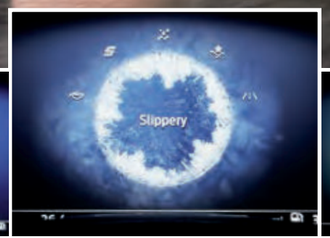
1. Range calculation based on an 11.1-gallon tank (excludes reserve tank capacity), EPA-estimated charge depleting electric range of 37 miles and combined city/highway label rating of 40 mpg. Actual range varies with conditions such as external environment, vehicle use, vehicle maintenance, lithium-ion battery age and state of health. **2.** Horsepower, torque and EPA-estimated fuel economy ratings are independent attributes and may not be achieved simultaneously. **3.** Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **4.** Calculated via combined performance of the engine and electric motor with peak battery power. The calculations utilize SAE J1349 engine results and Ford electric motor dyno testing. Your results may vary. **5.** Additional charge.

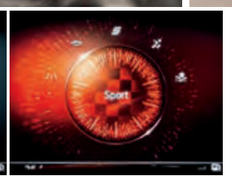
1.5L ECOBOOST
181 MAX. HP[2,3]
190 LB.-FT. MAX. TORQUE[2,3]
Standard on S, SE and SEL (FWD or available AWD)

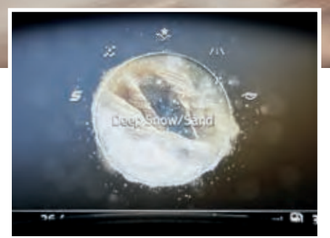
2.0L ECOBOOST
250 MAX. HP[2,3]
280 LB.-FT. MAX. TORQUE[2,3]
Available on SEL and Titanium (AWD only)

HYBRID
200 HP[2,4]
COMBINED SYSTEM NET
Available on SE and SEL; Standard on Titanium (FWD or available AWD)

PLUG-IN HYBRID
221 HP[2,4]
COMBINED SYSTEM NET
Available on SE, SEL and Titanium (FWD only)







CAPABILITY.

SELECT YOUR DRIVE MODE.

The Ford Escape® SUV lets you create the drive experience you desire, or the one that conditions demand, with easy-to-use Selectable Drive Modes. Choose your mode and the system adjusts traction control, steering, pedal response, and available Intelligent AWD to help provide a remarkable driving experience. 3D animations on the available 12.3" digital instrument cluster change based on the standard drive mode you select – Normal, ECO, Sport, Slippery, or Deep Snow/Sand.

In addition to the standard drive modes, Plug-in Hybrid models feature 4 EV modes, which allow you to decide how you want to use the electric power. In Auto EV, the vehicle decides whether to run on gas or electric power. EV Now mode is for all-electric operation. EV Later preserves plug-in energy for later use. In EV Charge mode, drivers can continue to charge the battery while driving, and generate electric-only miles to use later, such as during city driving.

(Left) TITANIUM. Rapid Red Metallic Tinted Clearcoat.[1] Available equipment.
(Right) SE. Iced Blue Silver Metallic. Available SE Sport Appearance Package. Available equipment.

1. Additional charge.

AMENITIES.

TAKE COMFORT IN CONTROL.

Every Ford Escape® SUV offers a roomy front-row experience. Available heated sport contour front bucket seats and an available heated steering wheel offer extra comfort on chilly days. The available head-up display[1] projects vehicle speed and other vital information onto a 6" wide screen just above the steering wheel, while the available 12.3" digital instrument cluster offers a configurable display and 3D animations. There's also an available 10-speaker B&O® Sound System that features an Externally Coupled Subwoofer that saves both weight and space while still delivering the powerful sound you expect.

(Left) TITANIUM. Available Titanium Elite Package.
(Right) TITANIUM. Sandstone ActiveX™ Trimmed Seats. Available equipment.

1. Don't drive while distracted. See Owner's Manual for details and system limitations.

DESIGNED FOR EVERY DAY.

VERSATILITY.

Whatever excitement is on your agenda, the Ford Escape® SUV is built to help you enjoy it. Want to seat up to 5 adults? Do it comfortably with a total passenger volume of up to 104 cu. ft.[1] Taking an overnight trip? You can fold both sections of the 60/40 split rear seats down for up to 65.4 cu. ft.[1,2] of max. cargo space. To help keep items out of sight, the available easy-access cargo shade can be raised and lowered along with the available hands-free, foot-activated power liftgate. Need to carry a full-size pet crate?[3] Just slide the rear seats fully forward for up to 37.5 cu. ft.[1,2] of cargo space behind them.

TITANIUM. Sandstone ActiveX™ Trimmed Seats. Available equipment.

1. Non-hybrid models. **2.** Cargo and load capacity limited by weight and weight distribution. **3.** Can accommodate dog crate up to 36" L x 23" W x 25" H.

Front seat belts not shown in order to provide a clear view of the vehicle interior.

LATITUDE.

SLIDE SEATS BACK TO RELAX.

The Ford Escape® SUV lets you treat friends and family to the surprising freedom of sliding rear seats for lots of leg room. Passengers will benefit from available rear-window privacy glass, as well as from the rear seat backs, which allow them to recline while taking a break. It's easy to keep your devices charged and ready for capturing memories, too. Escape models offer up to 4 available smart-charging USB ports as well as up to 3 available 12V powerpoints. Plus, you and all of your passengers can enjoy the natural lighting and fresh air offered by the available power, panoramic Vista Roof.®

TITANIUM. Sandstone ActiveX™ Trimmed Seats. Available equipment.

CONNECTIONS.

NURTURE YOURS WITH TECH.

Staying in touch on the go is easy in the Ford Escape® SUV. Voice-activated SYNC®[1] puts just what you need on the tip of your tongue – or right at your fingertips. SYNC AppLink®[2] lets you use voice commands to control favorite apps on your paired smartphone or other mobile devices. Available SYNC 3 even lets you use Siri® voice recognition software, Google Assistant™ virtual personal assistant, or the Ford+Alexa™ App[3] to stay connected while keeping your eyes on the road – and hands on the wheel.

Complimentary remote features like start/stop, lock/unlock, schedule a start, locate your vehicle, and vehicle status checks are easy to access through the FordPass™ App[4] with standard FordPass Connect.[4] Recharge without a cord using the available wireless charging pad.[5] Plus, connect up to 10 devices at once – inside or up to 50' away – using FordPass Connect[4] with 4G LTE Wi-Fi hotspot capability.[6]

SYNC

Standard on S

- 4.2" LCD screen
- SYNC AppLink
- 1 smart-charging USB port

SYNC 3

Standard on SE, SEL and Titanium

- 8" LCD touchscreen
- SYNC AppLink
- Apple CarPlay® compatibility[7]
- Android Auto™ compatibility[7]
- SiriusXM® with 3-month Platinum Plan trial subscription[8]
- 2 smart-charging USB ports
- Available Voice-Activated Touchscreen Navigation System with SiriusXM Traffic and Travel Link®[8,9]

SCAN TO LEARN MORE
or visit Ford.com/SYNC
Data rates may apply.

TITANIUM. Ebony and Sandstone leather-trimmed interior. Available Titanium Elite Package. Available equipment.

1. Don't drive while distracted or while using handheld devices. Use voice-operated systems when possible. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. **2.** Commands may vary by phone and AppLink software. **3.** Requires available SYNC 3 AppLink. Don't drive while distracted or while using handheld devices. Use voice controls. Certain Alexa functionality is dependent on smart phone and home technology. **4.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. **5.** Qi wireless charging may not be compatible with all mobile phones. **6.** Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first. To activate, go to www.att.com/ford. **7.** Requires phone with active data service and compatible software. SYNC 3 does not control 3rd-party products while in use. 3rd parties are solely responsible for their respective functionality. **8.** Trial length and service availability may vary by model, model year or trim. Radio features, content and display may vary by vehicle. Some features may not be available while driving. Your trial subscription will automatically stop at the end of your trial period. Subscriptions offered and sold separately by SiriusXM for continued use after trial. Services are subject to the SiriusXM Customer Agreement and Privacy Policy available at siriusxm.com which includes complete terms and how to cancel which includes online methods or calling 1-866-635-2349. All fees, content and features are subject to change. **9.** Availability varies by model. See Specifications in this brochure for details.

INTELLIGENT ADAPTIVE CRUISE CONTROL

INCLUDES SPEED SIGN RECOGNITION[1]

Once activated, this available system can detect and automatically adjust to speed limit signs along your route.[1] It can also bring the vehicle to a stop if traffic ahead has stopped or slowed. When things clear, your set speed is resumed.[2] The system's Lane Centering feature even scans lane markings to help you keep your vehicle centered between the lines.[1]

MAKE YOUR WAY.

CONFIDENTLY.

Changing lanes. Keeping your distance. Parallel and perpendicular parking. Our extensive well-rounded collection of standard and available Ford Co-Pilot360™ Technology features can help you with these everyday situations and so many more. Our advanced technologies are about supplementing your driving skills.[1] Helping you feel confidently in command on the road.

FORD CO-PILOT360™ TECHNOLOGY

FORD CO-PILOT360

Standard on every 2022 Ford Escape® SUV

- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- BLIS® (Blind Spot Information System) with Cross-Traffic Alert
- Lane-Keeping System
- Auto High-Beam Headlamps
- Rear View Camera
- Autolamp (Automatic On/Off Headlamps)
- Post-Collision Braking

FORD CO-PILOT360 ASSIST+

Standard on Titanium; Available on SE and SEL

- Intelligent Adaptive Cruise Control with Stop-and-Go and Lane Centering includes Speed Sign Recognition
- Evasive Steering Assist
- Voice-Activated Touchscreen Navigation System

AVAILABLE FEATURES

- Active Park Assist 2.0 *Standard on Titanium Elite Package*
- Front Parking Sensors *Standard on Titanium*
- Rear Parking Sensors *Standard on SEL and Titanium*
- Rain-Sensing Windshield Wipers *Standard on Titanium*
- Remote Start System *Standard on SEL and Titanium; Available on S and SE*

SCAN TO LEARN MORE
or visit
Ford.com/Technology
Data rates may apply.

SE. Rapid Red Metallic Tinted Clearcoat.[3] Available SE Sport Appearance Package. Available equipment.

1. Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. It does not replace safe driving. See Owner's Manual for details and limitations. **2.** If vehicle is stopped for more than 3 seconds, driver must intervene and press "RES" button or accelerator pedal to resume system operation. **3.** Additional charge.

ROAD-TRIP READY.

INSPIRATION.

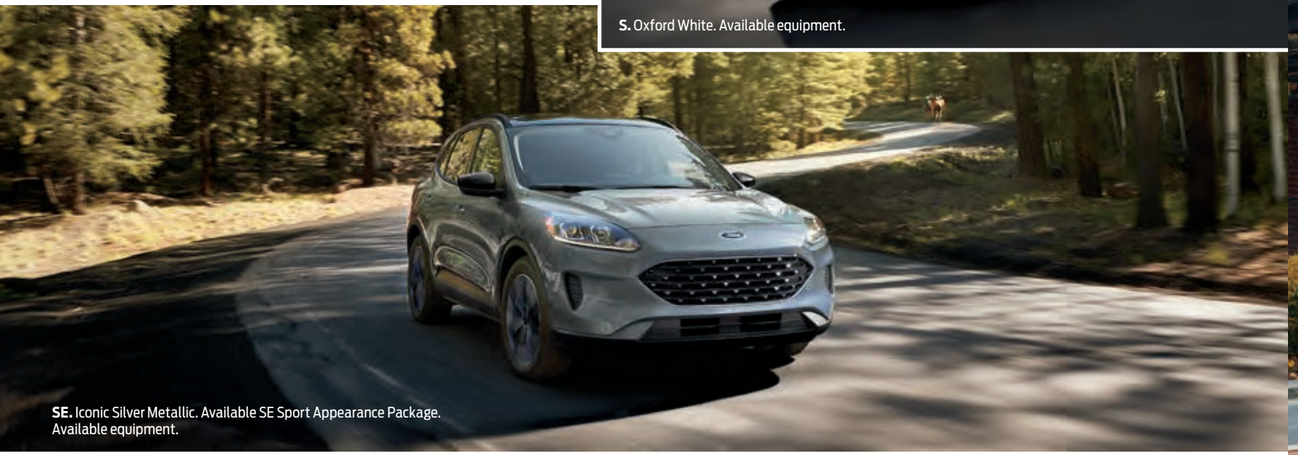
Since its conception, the Ford Escape® SUV has epitomized the fun-loving freedom of spontaneous road trips. For an engaging driving experience, Hybrid and Plug-in Hybrid models feature an eCVT transmission with electric launch. Gas-only models utilize an 8-speed automatic transmission for smooth, responsive performance. And the electric power-assisted steering provides light, responsive steering while parking, and confident control at higher speeds. These and a myriad of other details are purposefully combined to help Escape empower your urban adventures and back-road getaways alike. Lifting your spirits at every turn.

SE. Iced Blue Silver Metallic. Available SE Sport Appearance Package. Available equipment.

S

Memory making starts here: in the Ford Escape® S model. A new adventure begins every time you turn the rotary gear shift dial to "D." Whether it's a 1.5L EcoBoost® engine with front-wheel drive (FWD) or available Intelligent AWD, Selectable Drive Modes are at the ready. Starting to rain? Switch to the "Slippery" drive mode for increased control. Need to take a call? SYNC® voice-activated technology[1] lets you do it without touching your phone.

S. Oxford White. Available equipment.



SE. Iconic Silver Metallic. Available SE Sport Appearance Package. Available equipment.

SE
SPORT APPEARANCE PACKAGE

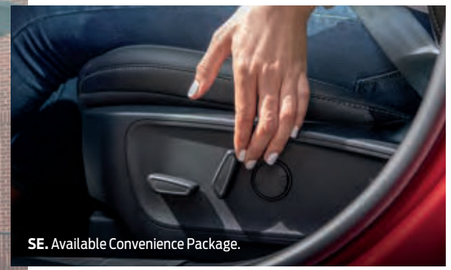
Express yourself with the available SE Sport Appearance Package. It gives your SE standout looks, starting with 19" machined-face Ebony-painted aluminum wheels. The front and rear bumpers, and upper window and beltline moldings are all black. High-gloss black caps set off the sideview mirrors. And a gloss black 5-bar grille with a chrome surround leads the way to fun.

SE. Rapid Red Metallic Tinted Clearcoat.[2] Available equipment.

1. Don't drive while distracted or while using handheld devices. Use voice-operated systems when possible. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. **2.** Additional charge.

SE

Escape SE models offer you options: Plug-in Hybrid, Hybrid (AWD available), or 1.5L EcoBoost (AWD available). Every SE has voice-activated SYNC 3 with the 8" LCD capacitive touchscreen.[1] The available Convenience Package gives you an 8-way power driver's seat, LED signature lighting, a power liftgate and more. The available Cold Weather Package adds a few creature comforts like a heated steering wheel and heated front seats.

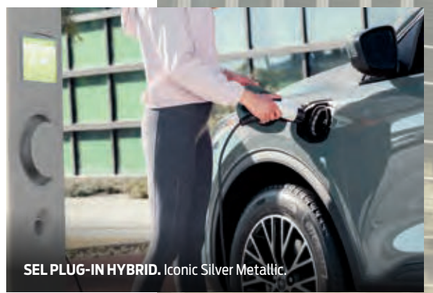


SE. Available Convenience Package.

SE. Available Cold Weather Package.

SEL

The Ford Escape® SEL model offers you a full range of available powertrains: Plug-in Hybrid, Hybrid (AWD available), 2.0L EcoBoost® engine (AWD required), or 1.5L EcoBoost (AWD available). Plug-in Hybrid models come with a standard 120V charging cord and are easy to recharge at home. Or at any of the charging stations in the Ford BlueOval™ Charge Network – North America's largest public charging network – that makes charging on the go simple. Every SEL model gets premium ActiveX™ Trimmed Seats. Plus, the available Technology Package adds a 10-way power driver's seat, hands-free, foot-activated liftgate and more.

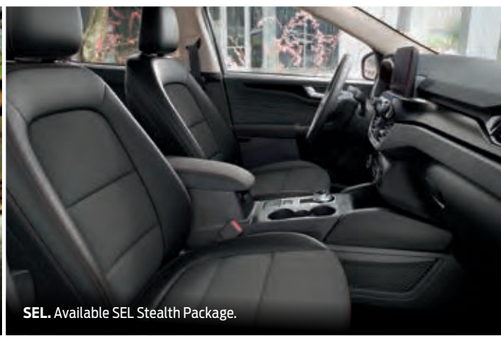


SEL PLUG-IN HYBRID. Iconic Silver Metallic.

SEL. Available power, panoramic Vista Roof.®

SEL. Iconic Silver Metallic. Available equipment.
1. Additional charge.

SEL. Rapid Red Metallic Tinted Clearcoat.[1]
Available SEL Stealth Package. Available equipment.



SEL. Available SEL Stealth Package.

SEL STEALTH PACKAGE

Make your Escape even more sleek with this available package only for SEL 2.0L models. Ebony ActiveX Seating Material is set off by Miko® sueded cloth inserts, and you get logoed front and rear floor mats. A gloss black 5-bar grille with chrome surround, 19" machined-face Ebony-painted aluminum wheels, and lots of black accents – including the Ford Oval badges – give the exterior its dramatic stance.

TITANIUM. Available equipment.

TITANIUM HYBRID. Star White Metallic Tri-coat.[1] Available equipment.

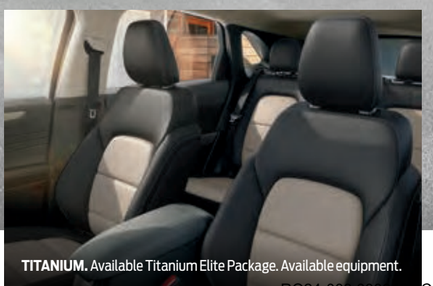
TITANIUM

Available in Plug-in Hybrid, Hybrid (AWD available), or 2.0L EcoBoost® engine (AWD only), Ford Escape® Titanium models offer sophisticated styling and upscale amenities. Standard features include: 12.3" digital instrument cluster; hands-free, foot-activated liftgate; and Ford Co-Pilot360™ Assist+ with voice-activated navigation. Titanium is well-equipped to help you get away from it all.

TITANIUM ELITE PACKAGE

The striking interior of the available Titanium Elite Package elevates the standard Titanium heated sport contour front bucket seats with Ebony and Sandstone leather trim. With this unique package, you'll also enjoy Active Park Assist 2.0; a head-up display; a wireless charging pad;[2] a 10-speaker B&O® Sound System and more. Finished with a chrome 5-bar grille and chrome surround, Silver-painted skid plates, and 19" Luster Nickel-painted aluminum wheels, this special Escape truly shines.

TITANIUM. Star White Metallic Tri-coat.[1] Available Titanium Elite Package. Available equipment.
1. Additional charge. **2.** Qi wireless charging may not be compatible with all mobile phones.



TITANIUM. Available Titanium Elite Package. Available equipment.

EXTERIOR

1 Oxford White

2 Agate Black Metallic

3 Carbonized Gray Metallic

4 Iconic Silver Metallic

5 Iced Blue Silver Metallic

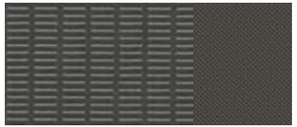
6 Atlas Blue Metallic

7 Stone Blue Metallic[1]

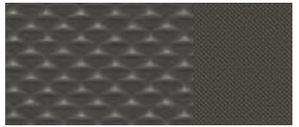
8 Star White Metallic Tri-coat[1]

9 Rapid Red Metallic Tinted Clearcoat[1]

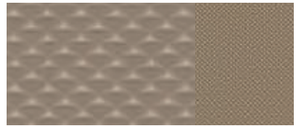
INTERIOR



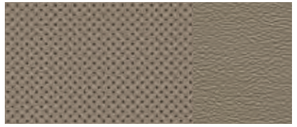
Dark Earth Gray Cloth / 1–7
S



Dark Earth Gray Cloth / 1–9
SE



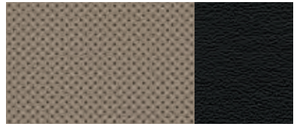
Sandstone Cloth / 1–9
SE



Sandstone ActiveX™
with Mini-Perforated Inserts
SEL / 1–9 **Titanium** / 2–9

Ebony ActiveX
with Mini-Perforated Inserts
SEL / 1–9 **Titanium** / 2–9

Ebony ActiveX
with Miko® Sueded Cloth Inserts / 1–9
SEL Stealth Package



Ebony Leather
with Sandstone Mini-Perforated Inserts / 2–9
Titanium Elite Package, Titanium Premium Package

WHEELS

17" Steel with Sparkle Silver-Painted Covers
S Standard

17" Shadow Silver-Painted Aluminum
SE with EcoBoost® engines, SE Hybrid Standard
S Optional

18" Machined-Face Ebony-Painted Aluminum
with Painted Pockets
SE, SEL, Titanium with Plug-in Hybrid Standard

18" Machined-Face Aluminum with
Dark Stainless-Painted Pockets
SEL with EcoBoost engine, SEL Hybrid Standard

19" Machined-Face Ebony-Painted Aluminum
SE Sport Appearance Package,
SEL Stealth AWD Package Included

19" Machined-Face Aluminum with
Dark Tarnish-Painted Pockets
Titanium with 2.0L EcoBoost engine,
Titanium Hybrid Standard

19" Luster Nickel-Painted Aluminum
Titanium Elite Package Included

DIMENSIONS & CAPACITIES

Exterior (in.)	
Wheelbase	106.7
Length	180.5
Height	66.1
Width – Mirrors folded	78.7
Width – Including mirrors	85.6

Interior (in.)	**Front/Rear**
Head room	40.0/39.3
Leg room (max.)	42.4/40.7
Hip room	55.2/53.3
Shoulder room	57.6/56.0

Capacities (cu. ft.)	
Passenger volume	104.0
Cargo volume behind front seats	65.4
Cargo volume behind rear seats	37.5 (max.)

Fuel Tank (gal.)	
1.5L EcoBoost	14.8/15.7 (FWD/AWD)
2.0L EcoBoost	15.7
2.5L Hybrid	14.3
2.5L Plug-in Hybrid	11.1

Dimensions and capacities shown for base trim level with FWD. Dimensions and capacities may vary by model.

Colors are representative only. See your dealer for actual paint/trim options. **1.** Additional charge.

STANDARD FEATURES

MECHANICAL

120V charging cord (PHEV models)
Active grille shutters
Electric power-assisted steering
Front-wheel drive (FWD)
Power disc brakes with Anti-Lock Brake System (ABS)
Rotary gear shift dial
Selectable Drive Modes – Normal, ECO, Sport, Slippery, and Deep Snow/Sand
Tire inflator and sealant kit
Torque Vectoring Control

FORD CO-PILOT360™ TECHNOLOGY

Auto Hold
Autolamp (Automatic On/Off Headlamps)
Ford Co-Pilot360: Pre-Collision Assist with Automatic Emergency Braking (AEB); BLIS® (Blind Spot Information System) with Cross-Traffic Alert; Lane-Keeping System; Auto High-Beam Headlamps; and Rear View Camera
Post-Collision Braking

COMFORT & CONVENIENCE

60/40 split-fold rear seats with slide and recline
Cargo tie-down hooks
Configurable daytime running lamps
Easy Fuel® capless fuel filler
Illuminated Entry System
Manual-tilt/-telescoping steering column
Particulate air filter
Rear-window defroster
Steering wheel-mounted cruise and audio controls

APPEARANCE

Chrome dual exhaust tips
LED taillamps

CONNECTIVITY & ENTERTAINMENT

FordPass™ Connect[1] with 4G LTE Wi-Fi hotspot capability[2]

SAFETY & SECURITY

Personal Safety System™ for driver and front passenger includes dual-stage front airbags[3]
Driver's knee airbag[3]
Front-seat side airbags[3]
Safety Canopy® System with side-curtain airbags[3] and rollover sensor
AdvanceTrac™ with RSC® (Roll Stability Control™)
Curve Control
Front height-adjustable shoulder safety belts
MyKey® technology to help encourage responsible driving
SecuriLock® Passive Anti-Theft System
SOS Post-Crash Alert System™
Tire Pressure Monitoring System (TPMS; excludes spare, when equipped)

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. **2.** Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first. To activate, go to www.att.com/ford. **3.** Always wear your safety belt and secure children in the rear seat. **4.** Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **5.** Horsepower, torque and towing are independent attributes and may not be achieved simultaneously. **6.** Calculated via combined performance of the engine and electric motor with peak battery power. The calculations utilize SAE J1349 engine results and Ford electric motor dyno testing. Your results may vary. **7.** Trial length and service availability may vary by model, model year or trim. Radio features, content and display may vary by vehicle. Some features may not be available while driving. Your trial subscription will automatically stop at the end of your trial period. Subscriptions offered and sold separately by SiriusXM for continued use after trial. Services are subject to the SiriusXM Customer Agreement and Privacy Policy available at siriusxm.com which includes complete terms and how to cancel which includes online methods or calling 1-866-635-2349. All fees, content and features are subject to change. **8.** Max. towing varies based on cargo, vehicle configuration, accessories and number of passengers. **9.** Do not place additional floor mats or any other covering on top of the original floor mats. **10.** Restrictions may apply. See dealer for details. **11.** Consult Owner's Manual for details on roof-rack load limits. **12.** Ford Licensed Accessory.

S	SE	SEL	TITANIUM	
				ENGINES & TRANSMISSIONS
S	S	S		**1.5L EcoBoost® engine** with Auto Start-Stop Technology, 8-speed automatic transmission, 181 hp @ 6,000 rpm[4,5] and 190 lb.-ft. of torque @ 3,000 rpm[4,5]
	O	O	S	**2.5L Atkinson-Cycle I-4 Hybrid** (HEV) with Electric Continuously Variable Transmission (eCVT) and 200 hp[5,6] (combined system net)
	O	O	O	**2.5L Atkinson-Cycle I-4 Plug-in Hybrid** (PHEV) with Electric Continuously Variable Transmission (eCVT) and 221 hp[5,6] (combined system net)
		O	O	**2.0L EcoBoost engine** with Auto Start-Stop Technology (requires Intelligent AWD System), 8-speed automatic transmission, 250 hp @ 5,500 rpm[4,5] and 280 lb.-ft. of torque @ 3,000 rpm[4,5]
				MECHANICAL
S	S	S	S	Selectable Drive Modes – Normal, ECO, Sport, Slippery, and Deep Snow/Sand (EcoBoost, HEV and PHEV)
	S	S	S	Selectable Drive Modes – Auto EV, EV Now, EV Later, and EV Charge (PHEV models)
S	S	S	S	Front-wheel drive (FWD)
	S	S	S	Neutral towing capability (HEV and PHEV)
O	O	O	O	Intelligent AWD System (not available on PHEV models)
O	O	O	O	Mini spare wheel and tire (replaces tire inflator and sealant kit)
				FORD CO-PILOT360™ TECHNOLOGY
	O	O	S	**Ford Co-Pilot360 Assist+:** Intelligent Adaptive Cruise Control with Stop-and-Go and Lane Centering (includes Speed Sign Recognition); Evasive Steering Assist; and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes SiriusXM® Traffic and Travel Link® with 5-year subscription[7])
		S	S	Rear Parking Sensors
			P	Active Park Assist 2.0
			S	Front Parking Sensors
			S	Rain-Sensing Windshield Wipers
				APPEARANCE
S				Black grille surround, beltline moldings, upper window moldings, exterior door handles and power sideview mirrors
	S			Chrome grille surround and upper window moldings; and body-color exterior door handles and black power sideview mirrors
		S	S	Chrome grille surround and upper window moldings; and body-color exterior door handles and power sideview mirrors
S	S			Halogen headlamps
	S	S	S	Privacy glass on all rear windows
		S	S	Fog lamps (LED on Titanium)
	P	S		Halogen projector-beam headlamps with LED signature lighting
	O	O	S	Black roof-rack side rails

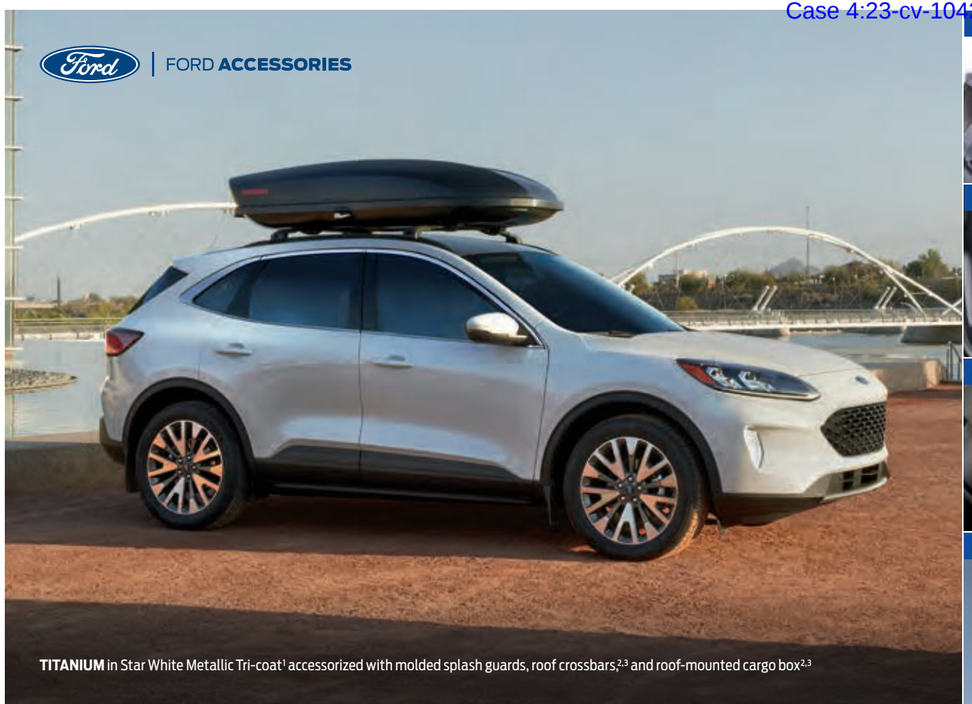
S	SE	SEL	TITANIUM	
			S	Chrome beltline moldings
			S	LED headlamps
				COMFORT & CONVENIENCE
S	S			6-way manual driver seat and 4-way manual front-passenger seat
S				12V powerpoints (3)
S	S			Power windows with driver's one-touch-down feature
	S	S	S	12V powerpoints (2)
	S	S		6.5" LCD instrument panel screen (HEV and PHEV models only)
	S/P	S	S	Dual-zone electronic automatic temperature control (standard on SE HEV and PHEV models only)
	S	S	S	Electronic fuel door release (HEV and PHEV models only)
	S	S	S	Front-passenger seat back map pocket
	S	S	S	Illuminated visor mirrors
	S	S	S	Intelligent Access with push-button start
	S	S	S	Smart-charging USB ports for rear seat (1 USB-A and 1 USB-C)
		P	S	10-way power driver's seat with power lumbar and recline
		P	S	12.3" LCD digital instrument cluster
		P	S	Hands-free, foot-activated liftgate
		P	S	Memory feature for power driver's seat and sideview mirrors
	P	S	S	Heated front seats
	P	S	S	Heated sideview mirrors
	P	S	S	Heated steering wheel
	P	S	S	Rear-seat center armrest with 2 cupholders
	P	S		Power liftgate
		S	S	Power windows with driver's one-touch-up/-down feature
		S	S	SecuriCode® invisible keypad
		S	S	Sport contour front bucket seats
O	O/P	S	S	Remote Start System
			S	6-way power front-passenger's seat
			S	Ambient lighting (single color)
			S	Auto-dimming rearview mirror
			S	Universal garage door opener
	P	S		8-way power driver's seat with power lumbar and recline
	P			Electronic automatic temperature control
	O	O	O	Power, panoramic Vista Roof® (includes black roof-rack side rails; not available on SE PHEV)
			P	Leather-wrapped, heated steering wheel

S	SE	SEL	TITANIUM	
	S	S	S	Pedestrian Alert Sounder (HEV and PHEV models only)
			S	Perimeter alarm
				CONNECTIVITY & ENTERTAINMENT
S	S	S	S	AM/FM stereo with 6 speakers and MP3 capability
S				SYNC® Voice Recognition Communications System with 4.2" LCD screen in center stack, 911 Assist,® AppLink,® and 1 smart-charging USB port
	S	S	S	SiriusXM with 3-month Platinum Plan trial subscription[7]
	S	S	S	SYNC 3 with 8" LCD capacitive touchscreen in center stack, 911 Assist, AppLink, Apple CarPlay® compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports
		P	P	B&O® Sound System with 10 speakers including a subwoofer, and HD Radio™ Technology
				FUNCTIONAL PACKAGES
	O			**Cold Weather Package:** heated front seats, sideview mirrors and premium-wrapped steering wheel; electronic automatic temperature control; and Remote Start System
	O			**Convenience Package:** 8-way power driver's seat with power lumbar and recline; dual-zone electronic automatic temperature control; halogen projector-beam headlamps with LED signature lighting; power liftgate; premium-wrapped steering wheel; and rear-seat center armrest with 2 cupholders
		O		**Technology Package:** B&O Sound System with 10 speakers including a subwoofer; 12.3" LCD digital instrument cluster; 10-way power driver's seat with power lumbar and recline; memory feature for power driver's seat and sideview mirrors; wireless charging pad; and hands-free, foot-activated liftgate
		O	O	**Class II Trailer Tow Package** (3,500 lbs. max.[8] with 2.0L; 1,500 lbs. max.[8] with 2.5L; not available with 1.5L)
				TRIM PACKAGES
	O			**SE Sport Appearance Package:** 19" machined-face Ebony-painted aluminum wheels; gloss black 5-bar grille with chrome surround; black bumpers; gloss black sideview mirror caps; and black upper window moldings (not available with 2.5L PHEV)
		O		**SEL Stealth AWD Package:** 19" machined-face Ebony-painted aluminum wheels; gloss black 5-bar grille with chrome surround; black skid plates; high-gloss black sideview mirror caps, badging and upper window moldings; Ebony ActiveX™ Seating Material with Miko® sueded cloth inserts; and front and rear carpeted floor mats with embroidered Escape logo (requires 2.0L engine and AWD)

S	SE	SEL	TITANIUM	
			O	**Titanium Elite Package:** 19" Luster Nickel-painted aluminum wheels; Active Park Assist 2.0; B&O Sound System with 10 speakers including a subwoofer, and HD Radio Technology; chrome 5-bar grille with chrome surround; Silver-painted front and rear skid plates; two-toned leather-trimmed seating surfaces with mini-perforated inserts; leather-wrapped steering wheel; front and rear carpeted floor mats with embroidered Escape logo; head-up display; and wireless charging pad (not available in PHEV)
			O	**Titanium Premium Package:** Active Park Assist 2.0; B&O Sound System with 10 speakers including a subwoofer, and HD Radio Technology; two-toned leather-trimmed seating surfaces with mini-perforated inserts; leather-wrapped steering wheel; front and rear carpeted floor mats with embroidered Escape logo; head-up display; and wireless charging pad (PHEV only)
				OPTIONS
O	O			Remote Start System (long-range with confirmation; includes 2 key fobs)
O	O	O	O	Cargo mat
O	O	O	O	Easy-Access Cargo Shade
O	O	O	O	Engine block heater
O	O	O	O	Front and rear floor liners (deletes standard floor mats; not available with SEL Stealth AWD, Titanium Elite or Titanium Premium Packages)
O	O	O	O	Front and rear floor liners (includes standard floor mats)[9]
O	O	O	O	Mini spare wheel and tire
O	O	O	O	Splash guards
O	O	O	O	Wheel-locking lug nuts
	O	O	O	Cargo organizer – Soft-sided cooler bag with adjustable carrying strap and Ford logo
	O	O	O	Cargo organizer – Soft-sided standard or soft-sided large, folding, with Ford logo
	O	O	O	Center console in-vehicle safe by Console Vault with coded lock
	O	O	O	First Aid Kit
	O	O	O	Roadside Assistance Kit
		O	O	**Outfitters Bike – FrontLoader:**[10,11] 2 Yakima® FrontLoaders (includes locks), black roof-rail crossbars, cargo mat, and front and rear floor liners (without carpeted mats)[12]
		O	O	**Outfitters Cargo – Off Grid:**[10,11] Yakima OffGrid, black roof-rail crossbars, cargo mat, and front and rear floor liners (without carpeted mats)[12]
		O	O	**Outfitters Cargo – SkyBox:**[10,11] Yakima SkyBox 16, black roof-rail crossbars, cargo mat, and front and rear floor liners (without carpeted mats)[12]
		O	O	Roof-rail crossbars (not available with power, panoramic Vista Roof)

S: STANDARD
O: OPTIONAL
P: PACKAGED

FORD ACCESSORIES

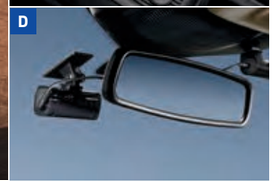


TITANIUM in Star White Metallic Tri-coat[1] accessorized with molded splash guards, roof crossbars,[2,3] and roof-mounted cargo box[2,3]

A

B

C



D

A. Roof-mounted cargo basket[2,3]

B. Cargo area protector

C. Floor liners

D. Dash cam systems[2]

SHOP THE COMPLETE COLLECTION | **accessories.ford.com**

Ford Credit. Get the ride you want. However you plan to lease or buy, Ford Credit has the option that's right for you. Ask your Ford Dealer for details or visit us online at ford.com/finance.

Ford Insure. Insurance that lets you earn discounts for safe driving, offering a maximum discount of 40% off your auto insurance. Ford Insure works with your 2022 Escape® to gauge driving habits and calculate a discount based on how you drive. Visit fordinsure.com to learn more.

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Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile (whichever comes first) New Vehicle Limited Warranty.

Ford Protect™ Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

New Vehicle Limited Warranty. We want your Ford Escape ownership experience to be the best it can be. Under this warranty, your new vehicle comes with 3-year/36,000-mile bumper-to-bumper coverage (whichever comes first), 5-year/60,000-mile Powertrain Warranty coverage (whichever comes first), 5-year/60,000-mile safety restraint coverage (whichever comes first), and 5-year/unlimited-mile corrosion perforation (aluminum panels do not require perforation) coverage (whichever comes first) – all with no deductible. Escape unique electric components are covered during the Hybrid/Electric Unique Component Coverage, which lasts for 8 years or 100,000 miles (whichever comes first). Please ask your Ford Dealer for a copy of these limited warranties.

Roadside Assistance. Covers your vehicle for 5 years or 60,000 miles (whichever comes first), so you have the security of knowing that help may be only a phone call away should you run out of fuel, lock yourself out of the vehicle or need a winch back to a paved road, a battery jump start or towing. Your Ford Dealer can provide complete details on all of these advantages.

1. Additional charge. **2.** Ford Licensed Accessory. **3.** Consult Owner's Manual for details on roof-rack load limits.

Ford and Oval Device, 911 Assist, ActiveX, AdvanceTrac, AppLink, BLIS, BlueOval, Easy Fuel, EcoBoost, Escape, Ford Co-Pilot360, Ford Credit, Ford Protect, FordPass, FordPass. Built to Keep You Moving., MyKey, Personal Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriCode, SecuriLock, SOS Post-Crash Alert System, SYNC, Vista Roof and related marks are trademarks of Ford Motor Company.

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Comparisons based on competitive models (Escape class is Non-Premium Compact Utility; Escape Hybrid class is Non-Premium Compact Utility – Hybrid; Escape Plug-in Hybrid class is Non-Premium Compact Utility – Plug-in Hybrid; overall length for all under 185.2" and over 177.0"), publicly available information and Ford certification data at time of release. Vehicles may be shown with optional and aftermarket equipment. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-date information on Ford vehicles.

ford.com/escape

EPA-ESTIMATED RATINGS

Actual mileage will vary.

1.5L ECOBOOST® ENGINE

FWD	**28** CITY MPG **34** HWY MPG **30** COMB MPG
AWD	**26** CITY MPG **31** HWY MPG **28** COMB MPG

2.0L ECOBOOST

AWD	**22** CITY MPG **31** HWY MPG **26** COMB MPG

2.5L I-4 HYBRID

FWD	**44** CITY MPGe **37** HWY MPGe **41** COMB MPGe
AWD	**43** CITY MPGe **37** HWY MPGe **40** COMB MPGe

2.5L I-4 PLUG-IN HYBRID

FWD	**43** CITY MPGe **38** HWY MPGe **40** COMB MPGe

RQ24-008 000649 EC

From day one, we had the future in mind. And over 118 years later, we continue that tradition of innovation. Ford Co-Pilot360™ Technology is helping push us closer to autonomous driving. The latest generation of voice-activated SYNC® fosters untethered communication. And our fully electric vehicles – the all-new 2022 Ford F-150 Lightning® pickup and the Mustang Mach-E® SUV – are charging across America.

We've always had our mind on the future. Now we're building it.

22ESCPDF

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FordPass.
Built to Keep You Moving.™

Meet FordPass.™ The app[1] that lets you access complimentary remote features including start/stop and lock/unlock, monitor your fuel level and oil life,[2] and puts Rewards, Roadside Assistance[3] and more in the palm of your hand.

SCAN TO DOWNLOAD
or visit FordPass.com
Data rates may apply.

1. The FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **2.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. **3.** Roadside Assistance is included for certain owners and available to everyone for a per-service fee. Ford reserves the right to change program details without obligations. Ford Roadside Assistance is a complimentary offering to all Ford owners for up to 5 years or 60,000 miles (from the date of sale), whichever comes first.

RQ24-008 000650 LC

Exhibit 7

BRONCO™ SPORT

Ford

2021

RQ24-008 000652 LC

BRONCO SPORT IS

BUILT WILD™

Mount up and seek out untamed places[1] in the all-new 2021 Ford Bronco™ Sport. An heir to the storied Bronco name and an homage to its unmistakable style, this beast of a small SUV is made to go where you do. 4x4 is standard across all 4 trim levels: Base, Big Bend, Outer Banks and Badlands. The Terrain Management System™ with standard and available G.O.A.T. Modes™ (Goes Over Any Type of Terrain) can be found as well. So get ready. It's time to recapture the spirit of the off-road.

Base | **Big Bend™** | **Outer Banks™** | **Badlands™**

BADLANDS. Rapid Red Metallic Tinted Clearcoat.[2] Available and aftermarket equipment. Recreational equipment not included.

1. Always consult the owner's manual before off-road driving, know your terrain and trail difficulty, and use appropriate safety gear. **2.** Additional charge.

Vehicle imagery throughout this brochure may be computer-generated and may include available and aftermarket equipment. Recreational equipment not included. Cargo and load capacity limited by weight and weight distribution.

RQ24-008 000653 LC

THERE ARE MANY WAYS OFF THE BEATEN

PATH

BIG BEND. Alto Blue Metallic Tinted Clearcoat.[2] Available equipment.

[1.5L ECOBOOST WITH AUTO START-STOP TECHNOLOGY]

Getting to the campsite or trailhead is easy with the adventure-ready engine and 4x4 system standard on the Bronco Sport Base, Big Bend and Outer Banks trims. Embrace the thrill of the 181 hp,[1] 190 lb.-ft. of torque[1] and the 8-speed automatic transmission as you power your way across the rugged landscape.

The first 3 trims of the Ford Bronco™ Sport each put their own spin on adventure-seeking. From stylish and signature design features to technology to comfort and convenience – find the one that's right for you.

BASE

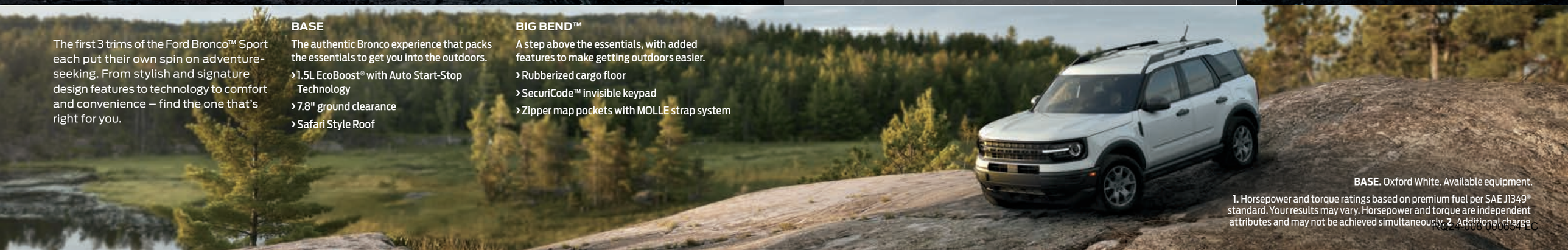
The authentic Bronco experience that packs the essentials to get you into the outdoors.

- 1.5L EcoBoost® with Auto Start-Stop Technology
- 7.8" ground clearance
- Safari Style Roof

BIG BEND™

A step above the essentials, with added features to make getting outdoors easier.

- Rubberized cargo floor
- SecuriCode™ invisible keypad
- Zipper map pockets with MOLLE strap system



BASE. Oxford White. Available equipment.

1. Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. Horsepower and torque are independent attributes and may not be achieved simultaneously. **2.** Additional charge.

[GOES OVER ANY TYPE OF TERRAIN]

These 3 trims are giving your adventurous spirit new drive with 7.8" of ground clearance, and a suspension fine-tuned for high speeds on smooth trails and comfortable cruises over bumpy, rocky terrain. Five G.O.A.T. Modes, like Sand and Slippery, also come standard on the Base, Big Bend and Outer Banks trims to help you navigate over, or through, just about anything. Even water that's up to 17" deep.[1]

G.O.A.T. Modes™

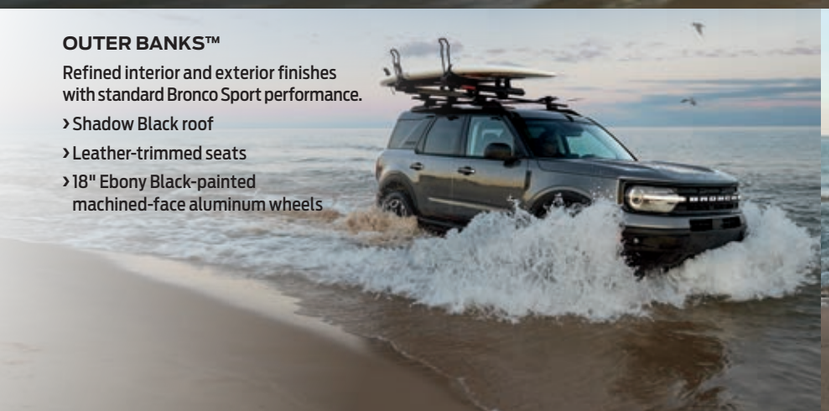
- NORMAL
- ECO
- SPORT
- SLIPPERY
- SAND

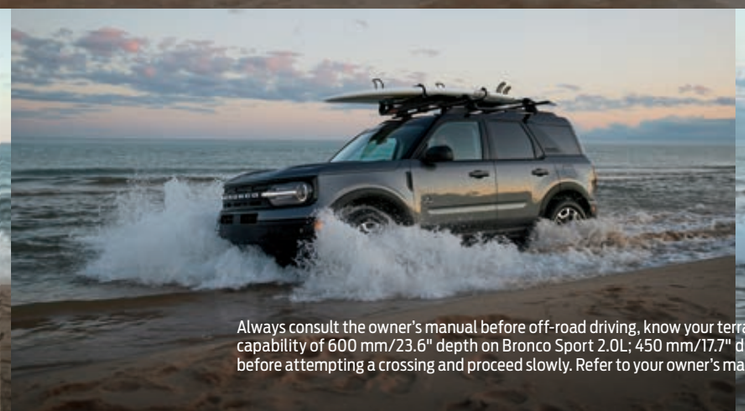
OUTER BANKS. Carbonized Gray Metallic. Available and aftermarket equipment. Recreational equipment not included.

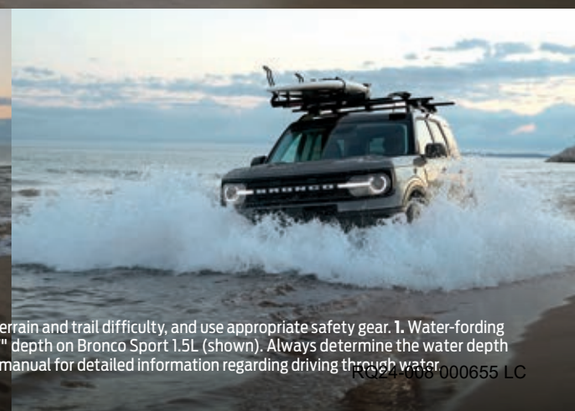
OUTER BANKS™

Refined interior and exterior finishes with standard Bronco Sport performance.

- Shadow Black roof
- Leather-trimmed seats
- 18" Ebony Black-painted machined-face aluminum wheels







Always consult the owner's manual before off-road driving, know your terrain and trail difficulty, and use appropriate safety gear. **1.** Water-fording capability of 600 mm/23.6" depth on Bronco Sport 2.0L; 450 mm/17.7" depth on Bronco Sport 1.5L (shown). Always determine the water depth before attempting a crossing and proceed slowly. Refer to your owner's manual for detailed information regarding driving through water.

SEEK OUT THE WILDERNESS WITH

BADLANDS

[2.0L ECOBOOST WITH TWIN-CLUTCH REAR DRIVE UNIT]

With 250 hp[1] and 277 lb.-ft. of torque[1] at your command, the Badlands model of the Ford Bronco™ Sport is a pinnacle of high-speed, off-road thrills.[2] A SelectShift® automatic transmission with paddle shifters is included. As is an Advanced 4x4, off-road suspension and a class-exclusive[3] twin-clutch rear drive unit. A rear differential locking feature takes advantage of the twin-clutch hardware to allow greater off-road performance, similar to a traditional mechanical locker. This way you can follow the trails – wherever they lead you.

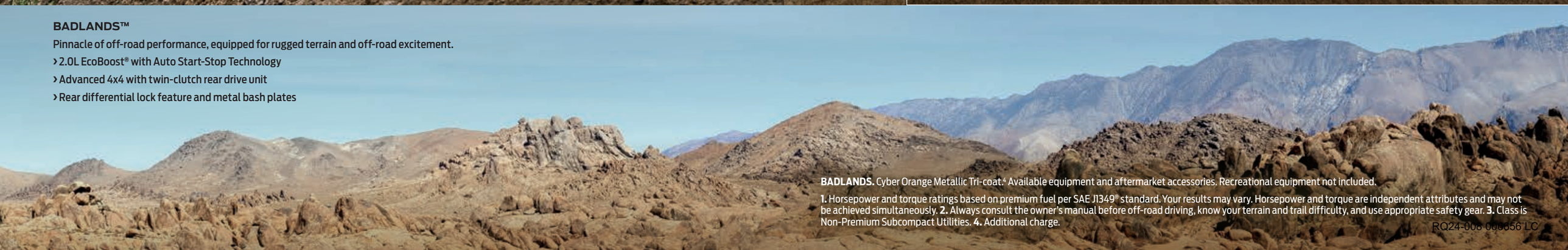
BADLANDS™

Pinnacle of off-road performance, equipped for rugged terrain and off-road excitement.

› 2.0L EcoBoost® with Auto Start-Stop Technology

› Advanced 4x4 with twin-clutch rear drive unit

› Rear differential lock feature and metal bash plates



BADLANDS. Cyber Orange Metallic Tri-coat.[4] Available equipment and aftermarket accessories. Recreational equipment not included.

1. Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. Horsepower and torque are independent attributes and may not be achieved simultaneously. **2.** Always consult the owner's manual before off-road driving, know your terrain and trail difficulty, and use appropriate safety gear. **3.** Class is Non-Premium Subcompact Utilities. **4.** Additional charge.

RQ24-008 008056 LC

G.O.A.T. Modes™

- NORMAL
- ECO
- SPORT
- SLIPPERY
- SAND
- MUD/RUTS
- ROCK CRAWL

[OFF-ROAD CONFIDENCE]

No stranger to the great unknown, Badlands™ offers several innovative features for when you're in the middle of nowhere. Class-exclusive Trail Control™ is there to help you navigate more easily over rough terrain by managing the throttle and braking between individual wheels. And the class-exclusive front 180-Degree Camera[1] with Split View and Washer helps give you clear visibility of what lies ahead via your SYNC® 3 screen. The water-fording capability has even been upped to 23.6"[2] There's also a full-size spare at the ready in case your path takes an unexpected turn.

[TESTED AND PROVEN]

Bronco Sport was put through its paces on the same punishing high California desert as the famed King of the Hammers off-road competition. Badlands is the ultimate result of those experiences. With up to 8.8" of ground clearance[3] and 2 additional G.O.A.T. Modes (Mud/Ruts and Rock Crawl), this model has proven it can tackle rugged terrain.

BADLANDS. Area 51. May be shown with Ford Licensed Accessories and available equipment, as well as aftermarket equipment.

1. Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. It does not replace safe driving. See owner's manual for details and limitations. **2.** Water-fording capability of 600 mm/23.6" depth on Bronco Sport 2.0L; 450 mm/17.7" depth on Bronco Sport 1.5L. Always determine the water depth before attempting a crossing and proceed slowly. Refer to your owner's manual for detailed information regarding driving through water. **3.** When equipped with available 235/65R17 All-Terrain Off-Road tires.

Get the most of the great outdoors with a command center geared toward adventurous travels. Analog speedo/tach and digital message centers provide crisp displays, while the rotary gear shift dial allows for a more streamlined center console with optimized storage space versus a traditional gear shift lever. USB ports and powerpoints for phone charging are included as well, while an available moonroof can let the sky in on the fun. And at the center of it all – a steering wheel complete with Bronco badging.

OUTER BANKS.™ Ebony and Roast leather-trimmed seating. Available equipment.

BADLANDS.™ Ebony and Roast leather-trimmed seating. Available Badlands Package.

Available and aftermarket equipment. Recreational equipment not included.

With nods to the original Bronco, the interior of the Ford Bronco™ Sport provides a level of comfort to match its off-road prowess. A driver's footrest, available zipper pockets, and an available easy-clean cloth interior (not shown) for all the mud and grime you're bound to bring back with you, are all welcome highlights. As are the available 8-way power driver's seat and the available B&O™ Sound System by Bang and Olufsen. They're perfect for when you're ready to settle in for a long road trip. And the Safari Style Roof provides best-in-class front and rear head room – enough, in fact, that with the available Yakima® dealer-installed interior bike rack, you can stand two 27.5" wheel-mounted bikes upright when the rear seats are folded down.

RQ24-008.00065 LC

CAMP.
IS WHERE YOU MAKE IT

Ford Bronco™ Sport is made to take you into the wilderness, but what you do once you reach your destination is just as important. A slide-out table included with the available Cargo Management System provides an ideal space to lay out your equipment, while the adjustable liftgate flood lights illuminate up to 129 sq. ft. when no other light is around. Available 110V/150W or 400W AC power outlets provide you with a convenient way to keep your gadgets charged and running, and add to the idea that, wherever you stop, Bronco Sport can help you make camp with ease.

OUTER BANKS.™ Iconic Silver Metallic. Available equipment and aftermarket accessories. Recreational equipment not included.

AVAILABLE REAR UNDER-SEAT STORAGE

AVAILABLE RUBBERIZED FRONT & REAR FLOOR LINERS

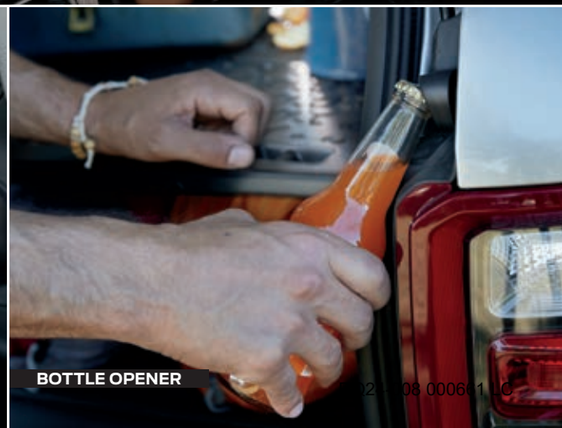
AVAILABLE SLIDE-OUT TABLE

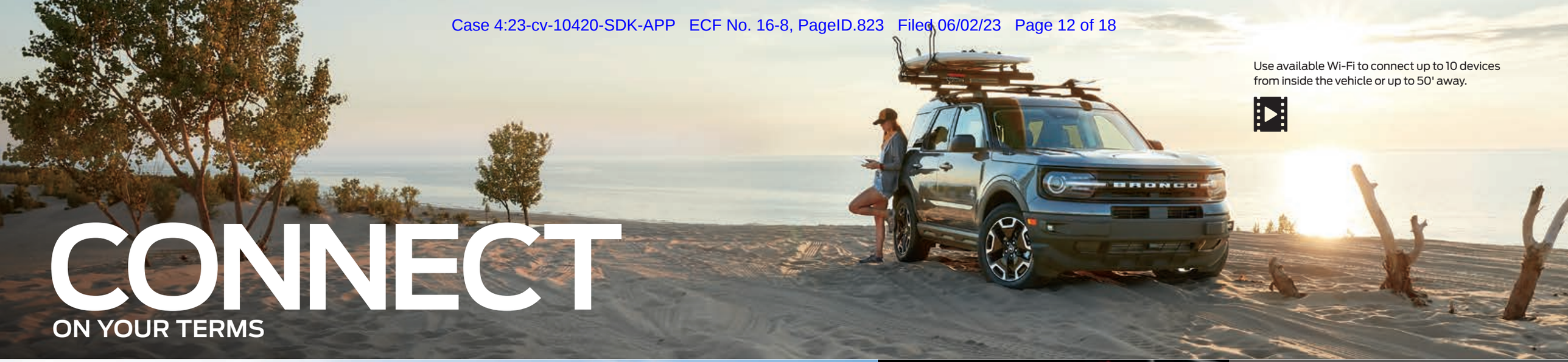
AVAILABLE CARGO MANAGEMENT SYSTEM

AVAILABLE RUBBERIZED REAR SEAT BACK PROTECTORS & CARGO MAT

AVAILABLE ZIPPER POCKETS & MOLLE STRAPS

CARABINER HOOKS & LOOPS


BOTTLE OPENER



CONNECT
ON YOUR TERMS

Use available Wi-Fi to connect up to 10 devices from inside the vehicle or up to 50' away.

Traveling to remote places means leaving it all behind. But when you need a bit of modern convenience, the voice-activated SYNC® 3 system[1] with 8" touchscreen allows you to navigate through music and more. The SYNC AppLink®[2] feature is also on hand to give you voice control of compatible mobile apps.

Lose the cord but keep the phone on with the available wireless charging pad.[3]

Bridge the gap between phone and Ford Bronco™ Sport with smartphone compatibility.[4]

With the FordPass™ App[5] and FordPass Connect,[5] access complimentary remote features like start/stop, lock/unlock, schedule a start, locate your vehicle and vehicle status check.

Don't drive while distracted. Use voice-operated systems when possible; don't use handheld devices while driving. **1.** Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. **2.** Commands may vary by phone and AppLink software. **3.** Qi wireless charging may not be compatible with all mobile phones. **4.** Requires phone with active data service and compatible software. SYNC 3 does not control 3rd-party products while in use. 3rd parties are solely responsible for their respective functionality. **5.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply.

RQ24-008 000662 LC

[FORD CO-PILOT360™ TECHNOLOGY]

Changing lanes. Backing up. Finding the fastest route to the trailhead. The Ford Co-Pilot360 Technology driver-assist features[1] offered on the Ford Bronco™ Sport are here to help you in your adventures. Ford Co-Pilot360 Assist+ and additional technologies are available, and provide you with even more confidence-boosting features when heading out on the road.

FORD CO-PILOT360

The standard suite of tech.

- PRE-COLLISION ASSIST WITH AUTOMATIC EMERGENCY BRAKING
- BLIS® (BLIND SPOT INFORMATION SYSTEM) WITH CROSS-TRAFFIC ALERT
- LANE-KEEPING SYSTEM
- REAR VIEW CAMERA
- AUTO HIGH-BEAM HEADLAMPS

FORD CO-PILOT360 ASSIST+

Available on Big Bend,™ Outer Banks™ and Badlands.™

- ADAPTIVE CRUISE CONTROL WITH STOP-AND-GO AND LANE CENTERING *(Speed Sign Recognition included on Outer Banks and Badlands; not available on Big Bend)*
- EVASIVE STEERING ASSIST
- VOICE-ACTIVATED NAVIGATION

AVAILABLE TECHNOLOGY

Standard and available tech to help you explore with ease.

- AUTO HOLD *Standard*
- POST-COLLISION BRAKING *Standard*
- TRAIL CONTROL™ *Standard on Badlands*
- FRONT 180-DEGREE CAMERA WITH SPLIT VIEW AND WASHER *Standard on Badlands*
- RAIN-SENSING WINDSHIELD WIPERS *Standard on Outer Banks*
- REVERSE SENSING SYSTEM *Standard on Outer Banks; available on Big Bend and Badlands*

1. Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. It does not replace safe driving. See owner's manual for details and limitations.

GEARED
TOWARD YOUR TRAVELS

With a wide selection of available accessories, the Ford Bronco™ Sport can be ready-made to haul what your adventures require. Whether that happens to be a pair of mountain bikes, the family pet, or even a kayak or two when you opt for the available Water Accessory Package with roof-mounted carrier and paddle holders. It's your Bronco Sport and your adventure, so do it your way.

Shop the complete collection at **accessories.ford.com**.

Models shown with Ford Licensed Accessories and available equipment, as well as aftermarket equipment. Recreational equipment not included. Cargo and load capacity limited by weight and weight distribution.

DIMENSIONS

Exterior (in.)	Base/Big Bend/Outer Banks	Badlands
Wheelbase	105.1	
Length	172.7	
Height (max.)	70.3	71.4
Width – Including mirrors	82.2	
Width – Mirrors folded	76.3	
Overhang (front/rear)	33.7/33.9	
Approach angle	21.7°	30.0°
Departure angle	30.4°	32.8°
Max. water fording[1]	17.7	23.6
Min. running ground clearance	7.8	8.6 (8.8 w/optional tires)
Track (front/rear)	63.4/62.8	
Interior (in.)	**Front/Rear**	
Head room[2]	41.5/41.7	
Leg room	42.4 (max.)/36.9	
Hip room	55.2/53.4	
Shoulder room	57.3/55.6	
Capacities (cu. ft.)		
Passenger volume[2]	105.7	
Cargo volume behind front seats[2]	65.2	60.6
Cargo volume behind rear seats[2]	32.5	29.4
Fuel tank (gal.)	16.0	

Max. Towing (lbs.)[3]	**1.5L EcoBoost®**	**2.0L EcoBoost**
	2,000	2,200

1. Always determine the water depth before attempting a crossing and proceed slowly. Refer to your owner's manual for detailed information regarding driving through water. **2.** Without moonroof. **3.** When properly equipped with Class II Trailer Tow Package. Max. towing varies based on cargo, vehicle configuration, accessories and number of passengers. **4.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **5.** Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford. **6.** Always wear your safety belt and secure children in the rear seat.

STANDARD FEATURES

MECHANICAL
- Active grille shutters
- Electric power-assisted steering
- LED headlamps and taillamps
- Power disc brakes with Anti-Lock Brake System (ABS)
- Rotary gear shift dial
- Terrain Management System™ with G.O.A.T. Modes™

COMFORT & CONVENIENCE
- 60/40 split-fold rear seat
- Bottle opener in cargo area
- Cargo tie-down carabiner hooks and loops
- Configurable daytime running lamps
- Driver's footrest
- Easy Fuel® capless fuel filler
- Liftgate flood lights
- Particulate air filter

CONNECTIVITY & ENTERTAINMENT
- AM/FM stereo with 6 speakers
- FordPass™ Connect[4] with 4G LTE Wi-Fi hotspot capability[5]
- SYNC® 3 with 8" LCD capacitive touchscreen in center stack, 911 Assist,® AppLink,® Apple CarPlay® compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports

SAFETY & SECURITY
- Personal Safety System™ for driver and front passenger includes dual-stage front airbags[6]
- Driver knee airbag[6]
- Front-seat side airbags[6]
- Safety Canopy® System with side-curtain airbags[6] and rollover sensor
- AdvanceTrac® with RSC® (Roll Stability Control™)
- Front height-adjustable shoulder safety belts
- Individual Tire Pressure Monitoring System (excludes spare)
- MyKey® technology
- Perimeter alarm
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™

BASE
17" Sparkle Silver-Painted Aluminum
Standard

OUTER BANKS
18" Ebony Black-Painted Machined-Face Aluminum
Standard

BIG BEND
18" Ebony Black-Painted Machined-Face Aluminum
Optional

BIG BEND
17" Carbonized Gray-Painted High Gloss Aluminum
Standard

BADLANDS
17" Carbonized Gray-Painted Low Gloss Aluminum
Optional
(includes 235/65R17 All-Terrain Off-Road tires)

BADLANDS
17" Carbonized Gray-Painted Aluminum
Standard

BASE & BIG BEND 225/65R17 102H All-Season Standard
OUTER BANKS 225/60R18 All-Season Standard

BADLANDS 225/65R17 All-Terrain Standard
235/65R17 All-Terrain Off-Road Optional

BASE	BIG BEND	OUTER BANKS	BADLANDS	S: STANDARD O: OPTIONAL P: PACKAGED
				POWERTRAINS
S	S	S		**1.5L EcoBoost®** with Auto Start-Stop Technology 181 hp @ 6,000 rpm[1] 190 lb.-ft. of torque @ 3,000 rpm[1] 4x4 8-speed automatic transmission
			S	**2.0L EcoBoost** with Auto Start-Stop Technology 250 hp @ 5,500 rpm[1] 277 lb.-ft. of torque @ 3,000 rpm[1] Advanced 4x4 8-speed SelectShift® automatic with paddle shifters
				MECHANICAL
S	S	S		G.O.A.T. Modes™ – Normal, ECO, Sport, Slippery and Sand
			S	G.O.A.T. Modes – Normal, ECO, Sport, Slippery, Sand, Mud/Ruts, and Rock Crawl
S	S	S		Mini spare wheel and tire
	P	P	S	Full-size spare wheel and tire
			S	Metal bash plates
			S	Twin-clutch rear drive unit and off-road suspension
				FORD CO-PILOT360™ TECHNOLOGY
S	S	S	S	**Ford Co-Pilot360:** Pre-Collision Assist with Automatic Emergency Braking (AEB); BLIS® (Blind Spot Information System) with Cross-Traffic Alert; Lane-Keeping System; Auto High-Beam Headlamps; and Rear View Camera
S	S	S	S	Auto Hold
S	S	S	S	Post-Collision Braking
	0	0	0	**Ford Co-Pilot360 Assist+:** Adaptive Cruise Control with Stop-and-Go and Lane Centering (Speed Sign Recognition included on Outer Banks and Badlands, not available on Big Bend); Evasive Steering Assist; and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes SiriusXM® Traffic and Travel Link® with 5-year subscription[2])
		S		Rain-Sensing Windshield Wipers
	P	S	P	Reverse Sensing System
			S	Trail Control™ for off-road and front 180-Degree Camera with Split View and Washer
				COMFORT & CONVENIENCE
S	S			6-way manual driver seat and 4-way manual front-passenger seat
S	S			4.2" screen in the instrument cluster
S	S			12V powerpoints (3) and 2nd-row smart-charging USB ports (2)
S	S			Power windows with driver one-touch-up/-down feature
	S		S	Electronic automatic temperature control
	S	S	S	Front seat back zipper pockets and MOLLE strap system
	S	S	S	Illuminated visor mirrors
	S	S	S	Intelligent Access with push-button start
	S	S	S	Rubberized cargo floor and rear seat back protectors
	S	S	S	SecuriCode™ keyless entry keypad
	P	S	P	8-way power driver seat and 6-way power front-passenger seat
		S		12V powerpoints (2), smart-charging USB ports (2) and 110V/150W AC power outlet
		S		Ambient lighting
		S		Windshield wiper de-icer
		S	S	6.5" screen in the instrument cluster
		S	S	Power windows with front one-touch-up/-down feature
	P	S	S	Heated front seats
		S	P	Auto-dimming rearview mirror
		S	P	Dual-zone electronic automatic temperature control
		S	P	Leather-wrapped, heated steering wheel
		S	P	Remote Start System
			S	8-way power driver seat and 6-way manual front-passenger seat
			S	12V powerpoints (2), smart-charging USB ports (2) and 110V/400W AC power outlets (2)
			S	Rear under-seat storage

BASE	BIG BEND	OUTER BANKS	BADLANDS	
				CONNECTIVITY & ENTERTAINMENT
	S	S	S	SiriusXM with 3-month All Access trial subscription[2]
		P	P	B&O™ Sound System with 10 speakers including subwoofer, 675 watts, and HD Radio™ Technology
				APPEARANCE
S				Carbonized Gray grille with black BRONCO lettering, black door handles, and body-color roof with black roof-rack side rails
	S			Carbonized Gray grille with white BRONCO lettering, LED fog lamps, black door handles, and body-color roof with black roof-rack side rails
		S		Black grille with white BRONCO lettering, LED headlamps with signature lighting and LED fog lamps, body-color door handles, Shadow Black roof with black roof-rack side rails, and privacy glass on all rear windows
			S	Unique Carbonized Gray grille with white BRONCO lettering, front tow hooks, LED fog lamps, black door handles, Shadow Black roof with unique black roof-rack side rails, and privacy glass on all rear windows
			0	Carbonized Gray roof
				OPTIONS
0	0	0	0	Cargo mat
0	0	0	0	Engine block heater
0	0	0	0	Front and rear floor liners
0	0	0	0	Front and rear splash guards
	0	0	0	Cargo Management System: shelf/divider/table
	0	0	0	**Class II Trailer Tow Package:** includes Trailer Sway Control and full-size spare wheel and tire
	0	0	0	Roof-rack crossbars

OPTIONAL PACKAGES

BIG BEND	8-way power driver seat, heated front seats, power moonroof, Reverse Sensing System, leather-wrapped steering wheel, and wireless charging pad
OUTER BANKS	B&O Sound System with 10 speakers including a subwoofer and HD Radio Technology; power moonroof; and wireless charging pad
BADLANDS	Leather-trimmed seating surfaces; 6-way power front-passenger seat; 4-way manual front head restraints; auto-dimming rearview mirror; B&O Sound System with 10 speakers including a subwoofer and HD Radio Technology; dual-zone electronic automatic temperature control; body-color door handles; power moonroof; Remote Start System; Reverse Sensing System; leather-wrapped, heated steering wheel; and wireless charging pad

1. Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **2.** Trial length and service availability may vary by model, model year or trim. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service will automatically stop at the end of your trial unless a subscription is purchased. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms. Some services and features are subject to device capabilities and location availability. All fees, content and features are subject to change.

Horsepower, torque and towing ratings are independent attributes and may not be achieved simultaneously. Always consult the owner's manual before off-road driving, know your terrain and trail difficulty, and use appropriate safety gear. Water-fording capability of 600 mm/23.6" depth on Bronco Sport 2.0L; 450 mm/17.7" depth on Bronco Sport 1.5L (shown). Always determine the water depth before attempting a crossing and proceed slowly. Refer to your owner's manual for detailed information regarding driving through water.

1 Cyber Orange Metallic Tri-coat[3]

6 Cactus Gray

2 Shadow Black

7 Kodiak Brown Metallic

3 Iconic Silver Metallic

8 Alto Blue Metallic Tinted Clearcoat[3]

4 Carbonized Gray Metallic

9 Area 51

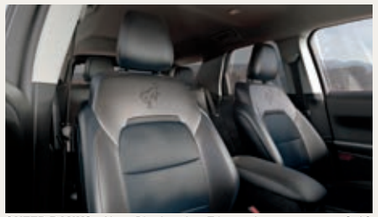
5 Oxford White

10 Rapid Red Metallic Tinted Clearcoat[3]

BASE Ebony Cloth 2-5

BIG BEND Ebony Easy-Clean Cloth 2-10

BIG BEND Medium Dark Slate Easy-Clean Cloth 2-10



OUTER BANKS Navy Pier Leather-Trimmed 2-10

OUTER BANKS Ebony & Roast Leather-Trimmed 2-10

BADLANDS Ebony & Active Orange Cloth 1-9

BADLANDS Ebony & Area 51 Cloth 1-10

BADLANDS Package Ebony & Roast Leather-Trimmed 1-10

Colors are representative only. See your dealer for actual paint/trim options. Models shown with available and aftermarket equipment. **3.** Additional charge.

Big Bend™ in Rapid Red Metallic Tinted Clearcoat[1] with available equipment and accessorized with side window deflectors,[2] fender flares,[2] door moldings,[2,3] hood scoop,[2,3] hood protector,[2] roof crossbars[2] and Rack-Mounted Snowsport Carrier with Lock[2]

ELECTRONICS
- Dash cams[2]
- Keyless entry keypad
- Remote start systems
- Vehicle Security System

EXTERIOR
- Door moldings[2,3]
- Fender flares[2]
- Fishing rod and box mounts[2,4]
- Hood protectors[2]
- Hood scoop[2,3]
- Heavy-duty splash guards[2]
- Racks and carriers[2,4]
- Rear bumper protector
- Roof crossbars
- Roof spoilers[2]
- Side window deflectors[2]
- Splash guards
- Tents and awnings[2,4]
- Tie-down shackle[2]
- Trailer towing accessories
- Wheel lock kit

INTERIOR
- Ash cup/coin holder
- Battery jump-start system[2]
- Cargo organizers and protectors
- Custom UVS100® sunscreen[2]
- Door sill plates[2]
- First aid and roadside assistance kits[2]
- Floor liners
- In-vehicle safe[2]
- Liftgate privacy curtain[2]
- MOLLE bags[2]
- Pet barrier, pet kennel and pet harnesses[2]
- Protective seat covers[2]

New Vehicle Limited Warranty. We want your Ford Bronco Sport ownership experience to be the best it can be. Under this warranty, your new vehicle comes with 3-year/36,000-mile bumper-to-bumper coverage, 5-year/60,000-mile Powertrain Warranty coverage, 5-year/60,000-mile safety restraint coverage, and 5-year/unlimited-mile corrosion perforation (aluminum panels do not require perforation) coverage – all with no deductible. Please ask your Ford Dealer for a copy of this limited warranty.

Ford Credit.® Get the ride you want. Whether you plan to lease or buy, Ford Credit has the option that's right for you. Ask your Ford Dealer for details or visit us online at ford.com/finance.

Roadside Assistance. Covers your vehicle for 5 years or 60,000 miles, so you have the security of knowing that help may be only a phone call away should you run out of fuel, lock yourself out of the vehicle or need a winch back to a paved road, a battery jump start or towing. Your Ford Dealer can provide complete details on all of these advantages.

Ford Protect™ Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

Ford Insure. Insurance that lets you earn discounts for safe driving, offering a maximum discount of 40% off your auto insurance. Ford Insure works with your 2021 Bronco Sport to gauge driving habits and calculate a discount based on how you drive. Visit www.fordinsure.com to learn more.

American Road Services Company LLC is the licensed insurance agency offering Ford Insure and is underwritten by Nationwide Mutual Insurance Company and affiliates. Home Office: Columbus, OH. Ford Motor and Ford Credit are not insurance companies or agents. Subject to underwriting guidelines, review and approval. Details and availability varies; program criteria differ in California. Discounts do not apply to all coverage elements; actual savings vary by state, coverage selections, rating factors and policy changes.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty.

Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

ford.com/broncosport

BRONCO NATION

[JOIN THE HERD]

Built by a passionate and independent community of enthusiasts, Bronco Nation is the first nationwide authority for the all-new and classic Ford Bronco.™ Exclusive news, community forums, events, interactive maps, helpful how-to content and historical archives are just a few of the features that will **inspire you** to get the most out of your Ford Bronco™ Sport and your next adventure. Find information, find a community of owners like you – ***find it first*** at thebronconation.com.

EPA-ESTIMATED RATINGS
Actual mileage will vary.

1.5L EcoBoost® 4x4			2.0L EcoBoost Advanced 4x4		
25 CITY MPG	28 HWY MPG	26 COMB MPG	21 CITY MPG	26 HWY MPG	23 COMB MPG

Bronco Nation is not affiliated with Ford Motor Company. **1.** Additional charge. **2.** Ford Licensed Accessory. **3.** Late availability. **4.** Consult owner's manual for details on roof-rack load limits.

Ford and Oval Device, 911 Assist, AdvanceTrac, AppLink, Badlands, Big Bend, BLIS, Built Wild, Easy Fuel, EcoBoost, Ford Bronco, Ford Bronco Sport, Ford Co-Pilot360, Ford Credit, Ford Protect, FordPass, G.O.A.T. Modes, MyKey, Outer Banks, Personal Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriCode, SecuriLock, SelectShift, SOS Post-Crash Alert System, SYNC, Terrain Management System, Trail Control and related marks are trademarks of Ford Motor Company.

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Comparisons based on competitive models (class is Non-Premium Subcompact Utilities), publicly available information and Ford certification data at time of release. Vehicles may be shown with optional equipment. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-date information on Ford vehicles.

RQ24-008 000667 LC

From day one, we had the future in mind. And over 117 years later, we continue that tradition of innovation with Ford Co-Pilot360,™ helping push us closer to autonomous driving, the latest generation of SYNC® to communicate untethered and our first fully electric vehicle – Ford Mustang Mach-E.®

We've always had our mind on the future. Now we're building it.

21BRSPDF

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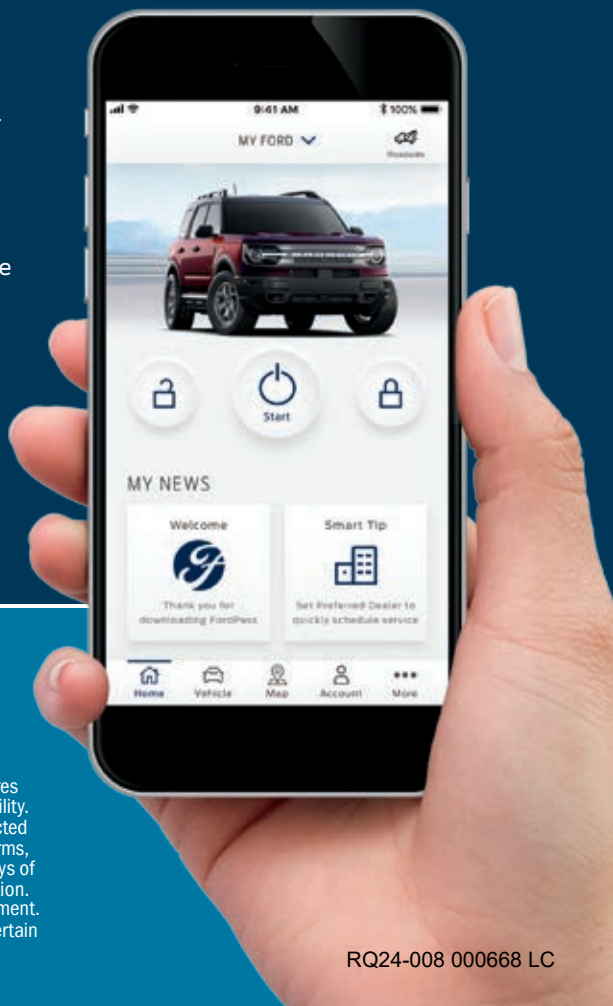
The FordPass™ App

FordPass

Meet FordPass. The app that puts your ownership experience in the palm of your hand.

- Access complimentary remote features like start/stop, lock/unlock, schedule a start, locate vehicle and vehicle status check when your vehicle is equipped with FordPass Connect[1]
- With FordPass Rewards, earn Points to use toward complimentary maintenance[2] or accessories when you buy or lease a new Ford vehicle
- Earn 10 FordPass Rewards Points for every $1 spent on vehicle service and maintenance
- Get help on the road with 24/7 Roadside Assistance[3]



Download the FordPass App today.

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **2.** Modem must be activated within 60 days of purchase through the FordPass App on a smartphone and remain active for at least 6 months after activation. Buyers of non-modem-equipped vehicles will also receive Points for complimentary maintenance after enrollment. Visit a participating dealer for details or go to FordPassRewards.com. **3.** Roadside assistance is included for certain owners and available to everyone for a per-service fee.

RQ24-008 000668 LC

Exhibit 8

Ford
BRONCO
BRONCO™
SPORT
2022

BUILT
Capable. Rugged. Not afraid
SUV takes you right up to that p
begins. Staying true to its iconic
with standard 4x4, and a Terrai
available G.O.A.T. Modes™ (Go
mount up and go there. Wherev
BRONCO
BRONCO
Orange Metallic Tri-coat.[1] Available equipment.
trail difficulty, and use appropriate safety gear. Ford is committed to the preservation of the environment and treading lightly.
include available and aftermarket equipment, and available Ford Accessories. Recreational equipment not included.

ORT

nd™ and Outer Banks.™
r not playing favorites.

OUTER BANKS
Stylish exterior and interior with advanced technology.

› Leather-trimmed seating
› Rear Parking Sensors
› Heated, leather-wrapped steering wheel

t and available Ford Accessories.
er SAE J1349® standard.
ay not be achieved simultaneously.

BIG BEND
Additional interior storage spaces and easy cleanability.

› Rubberized cargo floor
› Rear View Camera with Washer
› Front seat back MOLLE strap system

1.5L ECOBOOST® WITH AUTO START-STOP TECHNOLOGY
Powering the way to the campsite or trailhead is the standard engine found on the Base, Big Bend and Outer Banks trims. An untamed 181 hp[2] and 190 lb.-ft. of torque[2] are yours to control with the touch of the Start-Stop button, and are hitched to an 8-speed automatic transmission.

BIG BEND. Alto Blue Metallic Tinted Clearcoat.[1] Available equipment.

B
A
›
›
›

B

BADLANDS™
Pinnacle of Ford Bronco™ Sport off-road performance, equipped for rugged terrain.

› Advanced 4x4 with twin-clutch rear drive unit
› Rear differential lock feature
› Metal bash plates

2.0L ECOBOOST® WITH TWIN-CLUTCH REAR DRIVE UNIT
The heart of the Bronco Sport Badlands trim is an engine capable of pumping out 250 hp[1] and 277 lb.-ft. of torqu
Advanced 4x4 and off-road suspension something to do.[2] While a rear differential lock feature takes advantage o
performance. A SelectShift® automatic transmission with paddle shifters is included as well.

BADLANDS. Cyber Orange Metallic Tri-coat.[3] Available equipment and available Ford Accessories. Recreational equipmer
1. Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. Horsepower and
simultaneously. **2.** Always consult the Owner's Manual before off-road driving, know your terrain and trail difficulty, and u

AILHEAD

y the Ford Bronco™ Sport Badlands™
ntrol,™ which works as a low-speed
Degree Camera[1] with Split View and
well as 2 additional G.O.A.T. Modes™
the metal bash plates, which add

on, judgment and need to control
imitations.

STANDING THE TEST OF NATURE
No one would call the famed King of the Hammers race in Johnson Valley, California, home – except the Ford Bronco family. Born and bred on the punishing terrains and extreme conditions of this legendary off-road course, this is where the Bronco Sport Badlands put its High-Performance, Off-Road, Stability, Suspension (HOSS) System to the test, and proved it lives up to its name.

BADLANDS. Area 51. Available equipment and available Ford Accessories.

s you the leg up to keep your shoes dry.
res, that number goes to 23.6."[1]

ord Accessories. Recreational equipment not included.
er to your Owner's Manual for detailed information regarding driving through water.

MAKE IT
OUTER BAN

™ Sport SUV. Use either the rear flip-up glass for
Cargo Management System comes in handy as
your gear.[1] And, if you're doing it all at night, the
V/150W or 400W AC outlets provide you with a
ronco Sport can help you make camp with ease.

Accessories.

AVAILABLE REAR UNDER-SEAT STORAGE

FLIP-UP LIFTGATE GLASS

AVAILABLE CARGO MANAGEMENT SYSTEM – TABLE SET UP

AVAILABLE CARGO MANAGEMENT SYSTEM

AVAILABLE POWER OUTLETS

CARABINER HOOKS & LOOPS

A NATURAL APPROACH TO TH

DRIVER'S SPAC

Get the most out of the great outdoors with a front seating area geared toward adven travels. Available 8-way power driver's seat. A digital instrument cluster with crisp disp important information, as well as a rotary gear shift dial, which allows for a more strea center console with optimized storage space versus a traditional gear shift lever. USB po powerpoints for phone or tablet charging are included, too, while an available moonroo open-air fun. At the center of it all – a steering wheel complete with Ford Bronco™ bad

OUTER BANKS.™ Ebony and Roast leather-trimmed seating. Available equipment.

COMFORT

ort SUV provides a level of comfort to match
ilable easy-clean cloth interior (not shown)
me highlights. As is the available B&O® Sound
p. And the Safari Style Roof provides ample
® dealer-installed interior bike rack, you can
ed down.

ckage. Available equipment and available

r.

ckage.

NATURE AND TECHNOLOGY

CONNECT WITH BOTH

Staying in touch when out on the trail is easy in the Ford Bronco™ Sport SUV. Voice-activated SYNC® 3[1] puts just what you need on the tip of your tongue – or right at your fingertips. SYNC AppLink®[2] lets you use voice commands to control favorite apps on your paired smartphone or other mobile devices. Standard SYNC 3 even lets you use Siri,® Google,™ or Ford+Alexa™[3] to stay connected while keeping your eyes on the terrain ahead – and hands on the wheel.

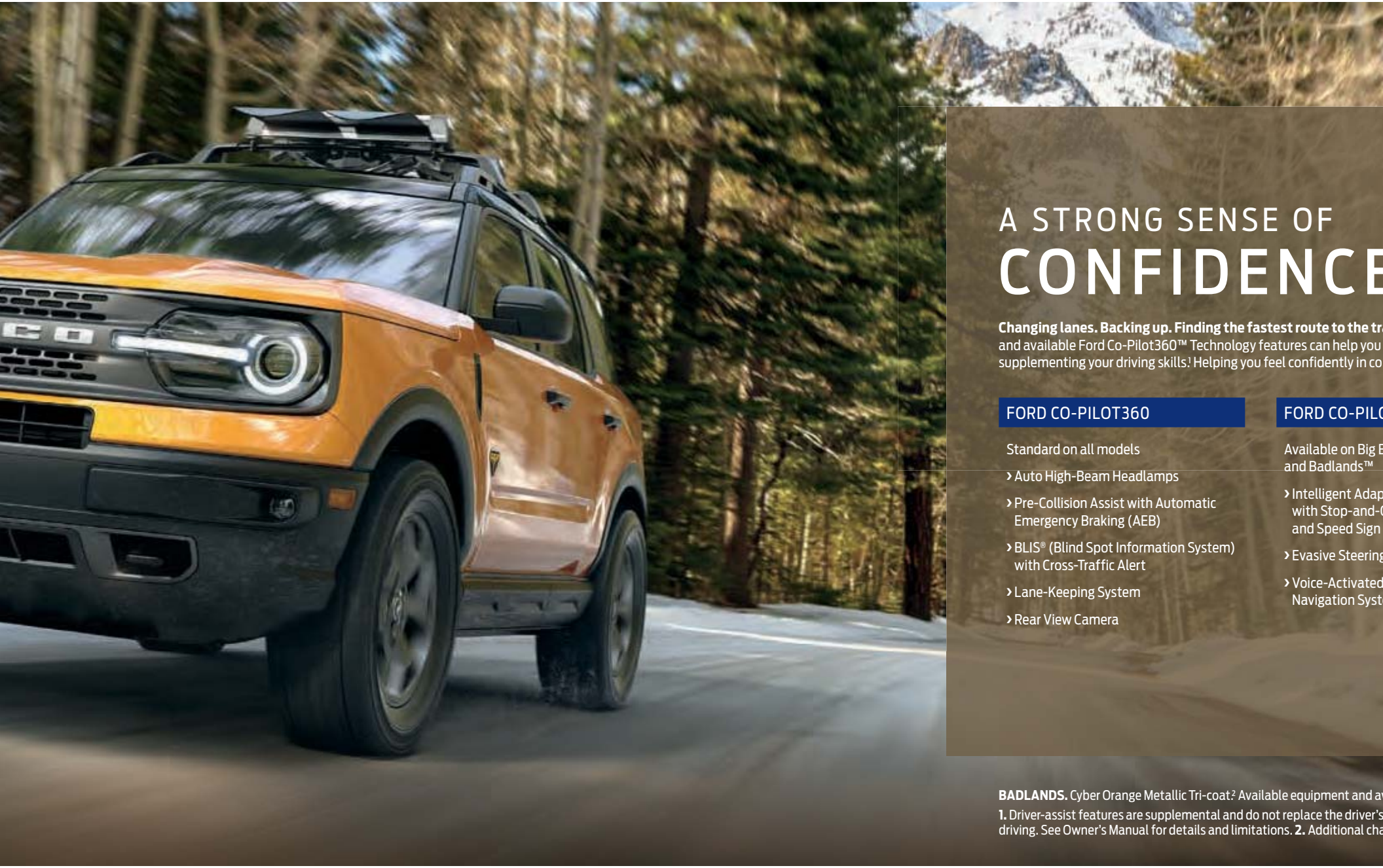
Complimentary remote features like start/stop, lock/unlock, schedule a start, locate your vehicle, and vehicle status checks are easy to access through the FordPass™ App[4] with standard FordPass Connect.[4] Recharge without any cords using the available wireless charging pad.[5] Plus, connect up to 10 devices at once – inside or up to 50' away – using FordPass Connect[4] with 4G LTE Wi-Fi hotspot capability.[6]

SYNC 3

- 8" LCD touchscreen
- SYNC AppLink
- Wireless phone connection
- Apple CarPlay® compatibility[7]
- Android Auto™ compatibility[7]
- Smart-charging USB ports
- Available Voice-Activated Touchscreen Navigation System

SCAN TO LEARN MORE
or visit Ford.com/SYNC
Data rates may apply.

1. Don't drive while distracted or while using handheld devices. Use voice-operated systems when possible. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. **2.** Commands may vary by phone and AppLink software. **3.** Requires available SYNC 3 AppLink. Don't drive while distracted or while using handheld devices. Use voice controls. Certain Alexa functionality is dependent on smart phone and home technology. **4.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/ vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. **5.** Qi wireless charging may not be compatible with all mobile phones. **6.** Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first. To activate, go to www.att.com/ford. **7.** Requires phone with active data service and compatible software. SYNC 3 does not control 3rd-party products while in use. 3rd parties are solely responsible for their respective functionality. **8.** Availability varies by model and trim. See Specifications in this brochure for details.



A STRONG SENSE OF CONFIDENCE

Changing lanes. Backing up. Finding the fastest route to the tr
and available Ford Co-Pilot360™ Technology features can help you
supplementing your driving skills.[1] Helping you feel confidently in co

FORD CO-PILOT360

Standard on all models

- Auto High-Beam Headlamps
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- BLIS® (Blind Spot Information System) with Cross-Traffic Alert
- Lane-Keeping System
- Rear View Camera

FORD CO-PILO

Available on Big B
and Badlands™

- Intelligent Adap
with Stop-and-G
and Speed Sign
- Evasive Steering
- Voice-Activated
Navigation Syst

BADLANDS. Cyber Orange Metallic Tri-coat.[2] Available equipment and a

1. Driver-assist features are supplemental and do not replace the driver's
driving. See Owner's Manual for details and limitations. **2.** Additional cha

t and weight distribution.

FOR GOING OVER THE RIVER AND THROUGH THE WOODS

With a wide selection of available Ford Accessories, you can equip your Ford Bronco™ Sport SUV to haul wh
that happens to be a pair of mountain bikes, the family pet, or even a kayak or two when you opt for the availab
mounted carrier and paddle holders. It's your Bronco Sport, so do it your way. **Shop the complete collection a**

ted Clearcoat[1]

3 Iconic Silver Metallic

4 Shadow Black

7 Alto Blue Metallic Tinted Clearcoat[1]

8 Area 51

11 Cyber Orange Metallic Tri-coat[1]

Medium Dark Slate Easy-Clean Cloth / 1–11
Big Bend

Navy Pier Leather-Trimmed / 1–11
Outer Banks

1–11

Ebony & Area 51 Cloth / 1–11
Badlands

Ebony & Roast Leather-Trimmed / 1–11
Badlands with Premium Package

nal charge.

WHEELS & TIRES

A

B

D

E

A. BASE	Standard	17" Sparkle Silver-Painted Aluminum
B. BIG BEND™	Standard	17" Carbonized Gray-Painted High Gloss Aluminum
C. BIG BEND	Optional	18" Ebony Black-Painted Machined-Face Aluminum
D. OUTER BANKS™	Standard	18" Ebony Black-Painted Machined-Face Aluminum
E. BADLANDS™	Standard	17" Carbonized Gray-Painted Aluminum
F. BADLANDS	Optional	17" Carbonized Gray-Painted Low Gloss Aluminum (includes 235/65R
BASE & BIG BEND	Standard	225/65R17 102H All-Season Tires
BIG BEND	Optional	225/65R17 All-Terrain Tires
OUTER BANKS	Standard	225/60R18 All-Season Tires
BADLANDS	Standard	225/65R17 All-Terrain Tires
BADLANDS	Optional	235/65R17 All-Terrain Tires

	BASE	BIG BEND	OUTER BANKS	BADLANDS
ENGINES & TRANSMISSIONS				
1.5L EcoBoost® with Auto Start-Stop Technology 181 hp @ 6,000 rpm[4,5] 190 lb.-ft. of torque @ 3,000 rpm[4,5] 4x4 8-speed automatic transmission	S	S		
2.0L EcoBoost with Auto Start-Stop Technology 250 hp @ 5,500 rpm[4,5] 277 lb.-ft. of torque @ 3,000 rpm[4,5] Advanced 4x4 8-speed SelectShift® automatic transmission with paddle shifters	S	S		
MECHANICAL				
G.O.A.T. Modes – Normal, ECO, Sport, Slippery and Sand		S	S	S
G.O.A.T. Modes – Normal, ECO, Sport, Slippery, Sand, Mud/Ruts, and Rock Crawl			S	S
Mini spare wheel and tire	S	S		
Full-size spare wheel and tire			S	S
Metal bash plates		S	S	S
Twin-clutch rear drive unit and off-road suspension			S	S
FORD CO-PILOT360™ TECHNOLOGY				
Ford Co-Pilot360: Pre-Collision Assist with Automatic Emergency Braking (AEB); BLIS® (Blind Spot Information System) with Cross-Traffic Alert; Lane-Keeping System; Auto High-Beam Headlamps; and Rear View Camera	S	S	S	S
Auto Hold			S	S
Post-Collision Braking			S	S
Ford Co-Pilot360 Assist+: Intelligent Adaptive Cruise Control with Stop-and-Go, Lane Centering, and Speed Sign Recognition; Evasive Steering Assist; and Voice-Activated Touchscreen Navigation System with pinch-to-zoom capability (includes SiriusXM® Traffic and Travel Link® with 5-year subscription[6])			S	S
Rain-Sensing Windshield Wipers			S	S
Rear Parking Sensors			S	S
Trail Control™ for off-road and front 180-Degree Camera with Split View and Washer			S	S

	BASE	BIG BEND	OUTER BANKS	BADLANDS
COMFORT & CONVENIENCE				
6-way manual driver seat and 4-way manual front-passenger seat	S	S		
4.2" screen in the instrument cluster	S	S		
12V powerpoints (2) and smart-charging USB ports (6)	S	S		
Power windows with driver one-touch-up/-down feature	S	S		
2-Door Intelligent Access		S		
Electronic automatic temperature control		S		S
Front seat back MOLLE strap system		S	S	S
Illuminated visor mirrors		S	S	S
Rubberized cargo floor		S	S	S
Rubberized rear seat back protectors		O	S	S
2-Door Intelligent Access with push-button start		P	S	S
Front seat back zipper pockets		P	S	S
Heated front seats		P	S	S
Leather-wrapped steering wheel		P	S	S
SecuriCode® keyless entry keypad		P	S	S
8-way power driver seat		P	S	P
6-way power front-passenger seat			S	
12V powerpoints (2), smart-charging USB ports (6) and 110V/150W AC power outlet			S	
Ambient lighting			S	
Windshield wiper de-icer			S	
6.5" screen in the instrument cluster			S	S
Power windows with front one-touch-up/-down feature			S	S
Auto-dimming rearview mirror			S	P
Dual-zone electronic automatic temperature control			S	P
Heated steering wheel			S	P
Remote Start System			S	P
8-way power driver seat and 6-way manual front-passenger seat				S
12V powerpoints (2), smart-charging USB ports (6) and 110V/400W AC power outlets (2)				S
Rear under-seat storage				S

	BASE	BIG BEND	OUTER BANKS	BADLANDS
CONNECTIVITY & ENTERTAINMENT				
SiriusXM with 3-month Platinum Plan trial subscription[6]		S	S	S
B&O® Sound System with 10 speakers including subwoofer, 560 watts, and HD Radio™ Technology			P	P
APPEARANCE				
Carbon Black grille with black BRONCO lettering, black door handles, and body-color roof with black roof-rack side rails	S			
Carbonized Gray grille with white BRONCO lettering, black door handles, body-color roof with black roof-rack side rails, and privacy glass on all rear windows		S		
Black grille with white BRONCO lettering, LED headlamps with signature lighting and LED fog lamps, body-color door handles, Shadow Black roof with black roof-rack side rails, and privacy glass on all rear windows			S	
Unique Carbonized Gray grille with white BRONCO lettering, front tow hooks, LED headlamps with signature lighting and LED fog lamps, black door handles, Shadow Black roof with black roof-rack side rails, and privacy glass on all rear windows				S
Carbonized Gray roof				O
OPTIONS[7]				
Cargo Management System: shelf/divider/table	O	O	O	O
Cargo mat	O	O	O	O
Center Console Vault	O	O	O	O
Engine block heater	O	O	O	O
Fender Flare Kit I	O	O	O	O
Fender Flare Kit II	O	O	O	O
First Aid Kit	O	O	O	O

	BASE	BIG BEND	OUTER BANKS	BADLANDS
Front and rear floor liners	O	O	O	O
Front and rear splash guards	O	O	O	O
Interior Bike Rack	O	O	O	O
Mud Flaps Kit – Front	O	O	O	O
Mud Flaps Kit – Rear	O	O	O	O
Mud Flaps Kit – Front and rear	O	O	O	O
On-Road Assistance Kit	O	O	O	O
Class II Trailer Tow Package: includes Trai Control and full-size spare wheel and tire		O	O	O
Power moonroof		O	O	O
Roof-rail crossbars		O	O	O
PACKAGES				
Convenience Package: 8-way power drive heated front seats; front seat back zipper po fog lamps; Rear Parking Sensors; leather-w steering wheel; 2-Door Intelligent Access w button start; SecuriCode keyless entry keypa Garage Door Opener; and wireless charging		O		
Tech Package: B&O Sound System with 10 including a subwoofer and HD Radio Technolog Garage Door Opener; and wireless charging			O	
Premium Package: leather-trimmed seating 6-way power front-passenger seat; 4-way m head restraints; auto-dimming rearview mi Sound System with 10 speakers including a and HD Radio Technology; dual-zone electroni temperature control; body-color door handle Start System; Rear Parking Sensors; heate wheel; Universal Garage Door Opener; and charging pad				O

S: S
O:
P: P

1. FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms fo Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connecte trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first. To activat seat. **4.** Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. **5.** Horsepower, torque length and service availability may vary by model, model year or trim. Radio features, content and display may vary by vehicle. Some feat end of your trial period. Subscriptions offered and sold separately by SiriusXM for continued use after trial. Services are subject to the S complete terms and how to cancel which includes online methods or calling 1-866-635-2349. All fees, content and features are subjec water depth before attempting a crossing and proceed slowly. Refer to your Owner's Manual for detailed information regarding driving th distribution. **10.** When properly equipped with Class II Trailer Tow Package. Max. towing varies based on cargo, vehicle configuration, ac

orized with hitch-mounted bike rack,[1] roof-mounted cargo basket,[1,2] roof-
er flares,[1] and body-side molding.[1] Recreational equipment not included.

A. Cargo area protector

B. Sun screen

C. Floor liners

D. Cargo box

AdvanceTrac, AppLink, Badlands, Big Bend, BLIS, Bronco, Built Wild, Easy Fuel, EcoBoost, Ford Co-Pilot360, Ford Credit, Ford Protect, nal Safety System, Roll Stability Control, RSC, Safety Canopy, SecuriCode, SecuriLock, SelectShift, SOS Post-Crash Alert System, SYNC, r Company.

uto and Google are trademarks of Google LLC. Apple CarPlay and Siri are trademarks of Apple Inc., registered in the U.S. and other Licensed by Harman Becker Automotive Systems Manufacturing Kft. All rights reserved. HD Radio is a proprietary trademark of iBiquity dio Inc. and its respective subsidiaries. Yakima is a registered trademark of Yakima Products Inc.

blicly available information and Ford certification data at time of release. Vehicles may be shown with optional equipment. Features may ents/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" s, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best

BRONCO WILD FUND

At Ford, our mission is to empower our organization, our dealer network and our communities to connect people to the outdoors, responsibly. It's about access and preservation. Inspired by the epic return of the legendary Ford Bronco™ SUV, we want to encourage people to go deeper into the outdoors. And motivate them to actively protect and enhance our public lands. Join us on our journey at **broncowildfund.com**.

BRONCO NATION

Bronco Nation is the first nationwide community for the modern Ford Bronco and the classic. Built by a passionate and knowledgeable gathering of enthusiasts, Bronco Nation celebrates an iconic brand and encourages everyone who loves Bronco to join. Check them out for curated content, community forums, events, interactive maps, and more – visit **thebronconation.com**.

BRONCO OFF-ROADEO

YOU'RE INVITED TO A ONCE-IN-A-LIFETIME EXPERIENCE

An off-roading and outdoor adventure playground for all skill levels – the Bronco Off-Roadeo is designed to build your confidence, expand your skills and immerse you in the Bronco lifestyle. Enjoy incredible driving experiences at your choice of 4 epic destinations, while creating unforgettable memories and celebrating community, adventure and the great outdoors. As the original owner of a qualifying new 2022 Bronco Sport Badlands, you'll have one calendar year from the date of vehicle delivery to register and attend. Additional reservations will be available for purchase on a first-come, first-served basis. Find out more and register today at **broncooffroadeo.com**.

Ford Credit.® Get the plan to lease or buy, For right for you. Ask your F us online at ford.com/

Ford Insure. Insuranc for safe driving, offeri 40% off your auto insur your 2022 Bronco Spo and calculate a discou Visit fordinsure.com to

American Road Servic affiliate) is the licensed Ford Insure and is und Mutual Insurance Com Office: Columbus, OH. are not insurance com underwriting guidelines and availability varies California. Discounts elements; actual savin selections, rating facto

Ford Licensed Acc warranted by the acces FLA are designed and manufacturer and have to Ford Motor Compan Contact your Ford Dea of all limited warranties

Ford Original Acce for whichever provides 24 months/unlimited of your Bumper-to-Bu (whichever comes first)

ford.com/broncospo

From day one, we had the future in mind. And over 118 years later, we continue that tradition of innovation. Ford Co-Pilot360™ Technology is helping push us closer to autonomous driving. The latest generation of voice-activated SYNC® fosters untethered communication. And our fully electric vehicles – the all-new 2022 Ford F-150 Lightning® pickup and the Mustang Mach-E® SUV – are charging across America.

We've always had our mind on the future. Now we're building it.

22BRSPDF

©2021 Ford Motor Company

FordPass.
Built to Keep You Moving.™

Meet FordPass.™ The app[1] that lets you access complimentary remote features including start/stop and lock/unlock, monitor your fuel level and oil life,[2] and puts Rewards, Roadside Assistance[3] and more in the palm of your hand.

SCAN TO DOWNLOAD
or visit FordPass.com
Data rates may apply.

1. The FordPass App, compatible with select smartphone platforms, is available via download. Message and data rates may apply. **2.** FordPass Connect, the FordPass App, and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot. **3.** Roadside Assistance is included for certain owners and available to everyone for a per-service fee. Ford reserves the right to change program details without obligations. Ford Roadside Assistance is a complimentary offering to all Ford owners for up to 5 years or 60,000 miles (from the date of sale), whichever comes first.

Exhibit 9

BUILT WILD™

The only domestic brand of SUVs with 4x4 standard across the board. Built Wild for thrilling off-road experiences and confident enough to take you deep into the extremes of outdoor adventure. The Bronco Brand will include 3 all-new rugged models: the all-new Bronco 2-door; the first-ever Bronco 4-door; and an all-new, small but tough SUV called the Bronco Sport.

[TRUE BRONCO EXPERIENCE]

The Bronco Brand comes to life at the Off-Roadeo. An off-roading and outdoor adventure playground – built for all skill levels – with experiences that will build confidence, inspiring Bronco owners to continue to treat themselves to getting out to the wild for years to come. This exclusive experience will invite owners to choose from one of four epic locations, immerse them in the Bronco lifestyle, provide incredible drive experiences, and create unforgettable memories while celebrating community, adventure and the great outdoors. Visit **www.broncooffroadeo.com** for more.

[BRONCO RIDES AGAIN]

Way back in 1966, Ford introduced its original SUV and cut a trail to the great outdoors that would be followed by generations of Americans. And now, Bronco is coming back, strapped with thrilling power and go-anywhere capability, uniquely equipped to carry true adventure seekers deep into the wild and untamed places their souls long to be.

[JOIN THE HERD]

Bronco Nation is your one-stop virtual destination for all things Bronco. A dynamic portal – built by enthusiasts for enthusiasts – into a passionate and knowledgeable community that celebrates both the rich Bronco heritage and its exciting future. Exclusive news, community forums, events, interactive maps, how-to content and archives are just a few of the features that will invite and encourage members to get the most out of their next adventure. Find out more at **thebronconation.com**.

Preproduction models shown throughout. May be shown with Ford Licensed Accessories, available equipment, or available aftermarket accessories. Always consult the owner's manual before off-road driving, know your terrain and trail difficulty, and use appropriate safety gear. Always determine the water depth before attempting a crossing and proceed slowly. Refer to your owner's manual for detailed information regarding driving through water.

[PROVEN TOUGHNESS]

Born from the legendary F-Series Built Ford Tough® testing principles, Bronco's world-class engineers developed the Bronco Built Wild Extreme Durability test. Through thousands of lab testing hours and real-world extreme challenges in the harshest terrains and climates, like Johnson Valley, CA – home to King of the Hammers off-road racing – the mud bogs of Georgia and cold weather of Delta Junction, AK, the team set out to ensure every Bronco delivers class-leading levels of 4x4 off-road performance capability, suspension and trail technologies.

[BRONCO SPORT]

Meet the latest in a legacy that can't be broken. Engineered to bring you and your crew closer to the wild, each of the 5 available models comes standard with 4x4, a Terrain Management System,™ off-road capability and innovative cargo solutions. Bronco Sport was built for the pioneers of adventure – because someone has to go first.

Bronco Family Exterior Colors:[1] Cactus Gray

Carbonized Gray[4] | Alto Blue Metallic Tinted Clearcoat[4] | Cyber Orange Metallic Tri coat[4,5] | Kodiak Brown[4]

BASE

The authentic Bronco experience that packs the essentials to get you into the wild.

- 1.5L EcoBoost with Auto Start-Stop Technology
- 7.8" ground clearance
- Safari style roof

BIG BEND™

A step above the essentials, with added features to make getting outdoors easier.

- Rubberized cargo floor
- SecuriCode™ invisible keypad
- Zipper map pockets with MOLLE strap system

OUTER BANKS™

Refined interior and exterior finishes with standard Bronco Sport capability.

- Shadow Black roof
- 18" Ebony Black-painted machined-face aluminum wheels
- Leather-trimmed seats

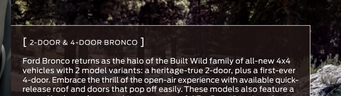
BADLANDS™

Pinnacle of off-road performance, equipped for rugged terrain and off-road excitement.

- 2.0L EcoBoost with Auto Start-Stop Technology
- Advanced 4x4 with twin-clutch rear drive unit
- Rear differential lock feature and metal bash plates

[2-DOOR & 4-DOOR BRONCO]

Ford Bronco returns as the halo of the Built Wild family of all-new 4x4 vehicles with 2 model variants: a heritage-true 2-door, plus a first-ever 4-door. Embrace the thrill of the open-air experience with available quick-release roof and doors that pop off easily. These models also feature a rugged body-on-frame architecture; powerful EcoBoost® engines that are quick on the trails; available segment-first 35" off-road tires; available front and rear locking differentials and an available stabilizer bar disconnect.



Oxford White | Area 51 | Rapid Red Metallic Tinted Clearcoat[6]

Shadow Black[4] | Iconic Silver[4] | Velocity Blue[4,6] | Race Red | Antimatter Blue[6]

BASE

Only the absolute essentials included and ripe for customization.

- Standard 4x4
- Easy-to-remove doors and roof
- Available 35" tires with Sasquatch Package

BIG BEND™

Creature comforts along with your standard Bronco features.

- Leather-wrapped steering wheel
- Available heated front seats
- Aluminum wheels

BLACK DIAMOND™

Next-level outdoor adventures complete with washout interior.

- Rear locking differential
- Modular front and steel rear bumpers
- Heavy-duty bash plates

OUTER BANKS™

The trim that puts off-road style and tech front and center.

- 18" bright machined black high gloss-painted aluminum alloy wheels
- LED headlamps and taillamps
- Available B&O Sound System

[ADVENTUROUS POWER]

Race-cultivated EcoBoost engines and transmission technologies are engineered to give Bronco a combination of fuel efficiency, power output and gearing to take on the wild. Best-in-class[1] projected gasoline-powered horsepower and torque is available with the 2.7L EcoBoost V6 engine, which is projected to produce 310 hp[2] and 400 lb.-ft. of torque.[2] Or best-in-class projected is standard 4-cylinder torque with the 2.3L EcoBoost turbocharged engine delivering a projected 270 hp[2] and 310 lb.-ft. of torque.[2]

BADLANDS™

The most capable Bronco available. For those who crave the extreme.

- Front and rear locking differential
- Front stabilizer bar disconnect
- 33" all-terrain or available 33" or 35" mud-terrain tires

WILDTRAK™

Made for high-speed off-roading.

- 2.7L twin-turbocharged EcoBoost V6 engine
- 10-speed automatic transmission
- Black-painted hard top

RESERVATIONS ARE OPEN. Explore the standard equipment offerings below, then see your dealer or visit ford.com to place yours today.

BRONCO

BASE	BIG BEND™	BLACK DIAMOND™	OUTER BANKS™	BADLANDS™	WILDTRAK™
2.3L EcoBoost engine	2.3L EcoBoost engine	2.3L EcoBoost engine	2.3L EcoBoost engine	2.3L EcoBoost engine	2.7L EcoBoost engine
7-speed manual transmission with crawler gear	7-speed manual transmission with crawler gear	7-speed manual transmission with crawler gear	10-speed SelectShift® automatic transmission with Trail Control™	7-speed manual transmission with crawler gear	10-speed SelectShift automatic transmission with Trail Control
4x4 with Part Time Selectable Engagement	4x4 with Part Time Selectable Engagement	4x4 with Part Time Selectable Engagement	4x4 with Part Time Selectable Engagement	Advanced 4x4 with Automatic On Demand Engagement	Advanced 4x4 with Automatic On Demand Engagement
Terrain Management System with 5 G.O.A.T. Modes™	Terrain Management System with 6 G.O.A.T. Modes	Terrain Management System with 7 G.O.A.T. Modes including Rock Crawl	Terrain Management System with 6 G.O.A.T. Modes	Terrain Management System with 7 G.O.A.T. Modes including Rock Crawl and Baja	Terrain Management System with 7 G.O.A.T. Modes including Baja
16" Silver-painted steel wheels	17" Carbonized Gray-painted aluminum wheels	17" black-painted steel wheels	18" bright machined black high gloss-painted aluminum alloy wheels	17" Carbonized Gray-painted machined-face aluminum wheels	17" black-painted aluminum beadlock capable wheels
30" P255/70R16 all-season tires	32" P255/75R17 all-terrain tires	32" LT265/70R17 all-terrain tires	32" P255/70R18 all-terrain tires	33" LT285/70R17 all-terrain tires	35" LT315/70R17 BSW mud-terrain tires
Trail sights with fender tie-down hooks	LED fog lamps	Heavy-duty modular front bumper, powder-coated steel rear	Signature LED headlamps and taillamps	Unique Badlands suspension with front stabilizer bar disconnect	High-clearance suspension with positive-sensitive Bilstein™ shock absorbers
2 front tow hooks, 1 rear	Carbonized Gray grille	Rock rails and heavy-duty bash plates	Body-color exterior door handles, mirror caps and fender flares	Heavy-duty modular front bumper, powder-coated steel rear	Electronic-locking front and rear axles
SYNC® 4 with 8" touchscreen	Privacy glass	Auxiliary switches in overhead console	Powder-coated tube steps	Auxiliary switches in overhead console	High-clearance fender flares
Cloth seats	Leather-wrapped steering wheel and gear shift knob	Rubberized flooring with drain plugs	110V/150W AC power outlet	Rubberized flooring with drain plugs	WILDTRAK hood graphic
	Cloth seats	Marine grade vinyl seats	Cloth seats with heated front row	Marine grade vinyl seats	Cloth seats with heated front row

BRONCO SPORT

BASE	BIG BEND™		OUTER BANKS™	BADLANDS™	
1.5L EcoBoost engine	1.5L EcoBoost engine		1.5L EcoBoost engine	2.0L EcoBoost engine	
8-speed automatic transmission	8-speed automatic transmission		8-speed automatic transmission	8-speed SelectShift automatic transmission with paddle shifters	
4x4	4x4		4x4	Advanced 4x4 with twin-clutch rear drive unit and off-road suspension	
Terrain Management System with 5 G.O.A.T. Modes	Terrain Management System with 5 G.O.A.T. Modes		Terrain Management System with 6 G.O.A.T. Modes	Terrain Management System with 7 G.O.A.T. Modes including Mud/Ruts and Rock Crawl	
17" Sparkle Silver-painted aluminum wheels	17" Carbonized Gray-painted high-gloss aluminum wheels		18" Ebony Black-painted machined-face aluminum wheels	18" Ebony Black-painted machined-face aluminum wheels	
225/65R17 102H all-season tires	225/65R17 102H all-season tires		225/60R18 all-season tires	225/60R18 all-season tires	
LED headlamps and taillamps	SecuriCode invisible keypad		LED headlamps with signature lamps	17" Carbonized Gray-painted aluminum wheels	
Liftgate flood lights	Electronic automatic temperature control		Reverse Sensing System	Reverse Sensing System	
SYNC 3 with 8" touchscreen	Rubberized cargo floor and rear seat back protector		110V/150W AC power outlet	110V/150W AC power outlet	
4.2" screen in instrument cluster	Front seat back zipper pockets with MOLLE strap system		6.5" screen in instrument cluster	6.5" screen in instrument cluster	
Cloth seats	Easy-clean cloth seats		Leather-trimmed seats	Metal bash plates	
6-way manual driver's seat	6-way manual driver's seat		8-way power driver's seat and heated front row	225/65R17 all-terrain tires	
				Trail Control for off-road	
				Metal bash plates	
				110V/400W AC power outlet	
				Front 180-Degree Camera with Split View and Washer	
				Easy-clean cloth seats	
				8-way power driver's seat, heated front row, and rear passenger-side under-seat storage	

<< FIRST EDITION >>	BRONCO	BRONCO SPORT
	Content from Bronco Badlands, plus:	Content from Bronco Sport Badlands, plus:
	First Edition hood and bodyside graphics	Shadow Black hood and door decals
	360-Degree Camera	Class II Trailer Tow Package
	SYNC 4 with 12" touchscreen	Power moonroof
	B&O Sound System with 10 speakers including subwoofer	B&O Sound System with 10 speakers
	Leather-trimmed seats with heated front row	Navy Pier leather-trimmed seats with heated front row and 8-way power driver's seat

Ford reserves the right to change product specifications at any time without incurring obligations. Some information and photos in this brochure are preliminary and are subject to change. Some features shown and described may be optional. Following publication of this brochure, certain changes in standard equipment, options and the like, or product availability or delivery may have occurred which would not be included in these pages. Your Ford Dealer is the best source for up-to-date information. Claims based on publicly available information and Ford certification data at the time of printing. Vehicles throughout this brochure are shown with available and aftermarket accessories. BANG & OLUFSEN and B&O are registered trademarks of Bang & Olufsen Group.

[1]Class is Medium Traditional Utilities. [2]Horsepower and torque ratings based on premium fuel per SAE J1349® standard. Your results may vary. [4]Not all colors are available on all models. Restrictions may apply. See your dealer for details. [5]Metallic. [6]Additional charge. [7]Late availability.

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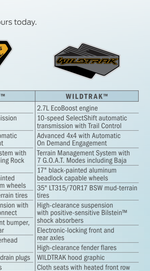


R24-08-0000 LC

Exhibit 10

Try "Wrangler"

New Used Appraise Reviews

Home / Ford / Ford Escape

2023 Ford Escape

MSRP range: **$27,500 - $38,500**

Pricing Review Compare Features

good

7.7/10

Edmunds Rating

The Ford Escape provides most of what you'd expect of a small SUV, including a roomy cabin, helpful technology features and very comfortable seats. Storage capability isn't mind-blowing, but it's certainly good enough. The Escape's few but significant drawbacks include unrefined transmission shifting and a lack of handling precision.

#11 out of 15
Small SUVs

★★★½☆
39 Owner Reviews

Select year
2023 - New

Select a type
SUV

Select a trim
Base - $28,995 MSRP

Total MSRP $28,995

What others are paying $29,243

Low supply is pushing the market average above MSRP.

Federal EV Tax Credit not eligible

What Should I Pay

Check Availability

1 for sale near you

2022 Ford Escape

BUILD & PRICE

Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Escape

View Offers

Ford.com

See All for Sale

Shop vehicle inventory at dealers near you

See other years

Try "Wrangler"

New Used Appraise Reviews

Home / Ford / Ford Escape

2023 Ford Escape

MSRP range: **$27,500 - $38,500**

Pricing Review Compare Features

good

7.7/10

Edmunds Rating

The Ford Escape provides most of what you'd expect of a small SUV, including a roomy cabin, helpful technology features and very comfortable seats. Storage capability isn't mind-blowing, but it's certainly good enough. The Escape's few but significant drawbacks include unrefined transmission shifting and a lack of handling precision.

#11 out of 15
Small SUVs

★★★½☆
39 Owner Reviews

Select year
2023 - New

Select a type
SUV

Select a trim
ST-Line Elite - $39,955 MSRP

Total MSRP $39,955

What others are paying $40,136

Low supply is pushing the market average above MSRP.

Federal EV Tax Credit not eligible

What Should I Pay

Check Availability

10 for sale near you

2022 Ford Escape

BUILD & PRICE

Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Escape

View Offers

Ford.com

See All for Sale

Shop vehicle inventory at dealers near you

See other years

Exhibit 11

Try "RDX"

New Used Appraise Reviews

Home / Ford / Ford Bronco Sport

2023 Ford Bronco Sport

MSRP range: **$29,215 - $44,655**

Pricing Review Compare Features

average

7.6/10

Edmunds Rating

The newly introduced Ford Bronco Sport promised off-road capability, and it delivers. This is one small crossover that can tackle terrain and look good doing it. Technology and usable space are also strong points. However, the Bronco Sport struggles to meet expectations in several areas that rivals have long mastered such as ride comfort, rear passenger space, and confident steering and braking.

#12 out of 15
Small SUVs

★★★★½
30 Owner Reviews

RQ24-008 000696 EC

Select year
2023 - New

Select a trim
Base - $30,810 MSRP

Total MSRP $30,810

What others are paying $31,017

Low supply is pushing the market average above MSRP.

What Should I Pay

Check Availability

5 Colors
5 Trims
6 Packages

BUILD & PRICE

Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Bronco Sport

View Offers

Ford.com

See All for Sale

Shop vehicle inventory at dealers near you

See other years

2023 2022 2021 more

Try "RDX"

New Used Appraise Reviews

Home / Ford / Ford Bronco Sport

2023 Ford Bronco Sport

MSRP range: **$29,215 - $44,655**

Pricing Review Compare Features

average

7.6/10

Edmunds Rating

The newly introduced Ford Bronco Sport promised off-road capability, and it delivers. This is one small crossover that can tackle terrain and look good doing it. Technology and usable space are also strong points. However, the Bronco Sport struggles to meet expectations in several areas that rivals have long mastered such as ride comfort, rear passenger space, and confident steering and braking.

#12 out of 15
Small SUVs

★★★★½
30 Owner Reviews

RQ24-008 000698 EC

Select year
2023 - New

Select a trim
Heritage Limited - $46,250 MSRP

Total MSRP $46,250

What others are paying $48,239

Low supply is pushing the market average above MSRP.

What Should I Pay

Check Availability

8 for sale near you

5 Colors
5 Trims
6 Packages

BUILD & PRICE

Ford.com

6 Offers Near Mount Laurel, NJ

Check out current offers on the Ford Bronco Sport

View Offers

Ford.com

See All for Sale

Shop vehicle inventory at dealers near you

See other years

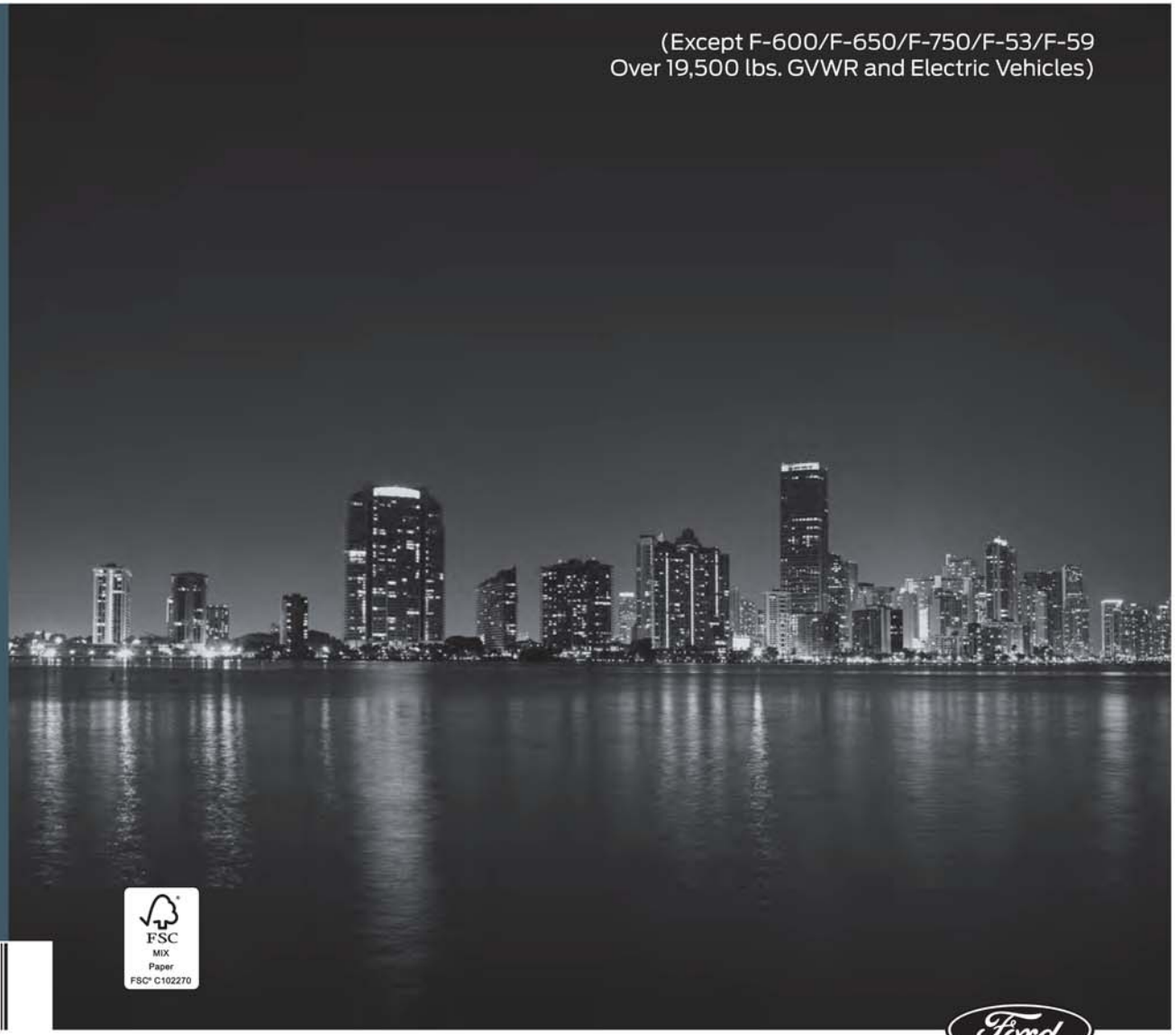
2023 2022 2021 more

RQ24-008 000699 EC

Exhibit 12

owner.ford.com

ford.ca



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Case 4:23-cv-10420-SDK-APP ECF No. 16-13, PageID.862 Filed 06/02/23 Page 2 of 58

This booklet explains the New Vehicle Limited Warranty coverages that apply to your Ford vehicle. Your satisfaction is our goal. If you are not satisfied with Ford's performance under the warranty, Ford participates in an informal warranty dispute settlement mechanism through the Better Business Bureau, which you can contact as follows: BBB AUTOLINE 1676 International Drive, Suite 550, McLean, VA 22102.

You may use the BBB Autoline without charge. An application is available from BBB (800-955-5100) or Ford (800-392-3673).

You must resort to the BBB Autoline mechanism before exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by the Magnuson-Moss Warranty Act, resort to the BBB Autoline Mechanism is not required by any provision of the Magnuson-Moss Warranty Act. Your state may require that you first resort to the BBB Autoline before exercising rights or seeking remedies created by your state's laws.

Further information on the BBB Autoline can be found on page 47.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE DURATION OF THE NEW VEHICLE LIMITED WARRANTY BUMPER TO BUMPER COVERAGE. Further information on implied warranties can be found on page 5.

ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES CAUSED BY DELAY, OR LOSS OF USE MAY NOT BE RECOVERED AND ARE DISCLAIMED AND EXCLUDED UNLESS APPLICABLE LAW PROHIBITS THEIR DISCLAIMER OR EXCLUSION. Further information on the disclaimers and exclusions can be found on page 5.

Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:	**In Canada:**
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 www.owner.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1–800-565-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 M-F 8:30 AM - 8:00 PM (ET) www.ford.ca
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	**In Puerto Rico:**
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
In Middle East:	
Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.ford.com	

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2023-model car or light truck. If you bought a previously owned 2023-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 22-45).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 47 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle.

Your Ford or Lincoln dealership, or Ford or Lincoln Quality Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Territories, and it was originally registered/licensed and operated in the United States, U.S. Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2023-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS AND RACING USE

****** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. ******

****** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. ******

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO NEW VEHICLE LIMITED WARRANTY AND EMISSIONS WARRANTY

****** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 22-45. ******

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".
If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

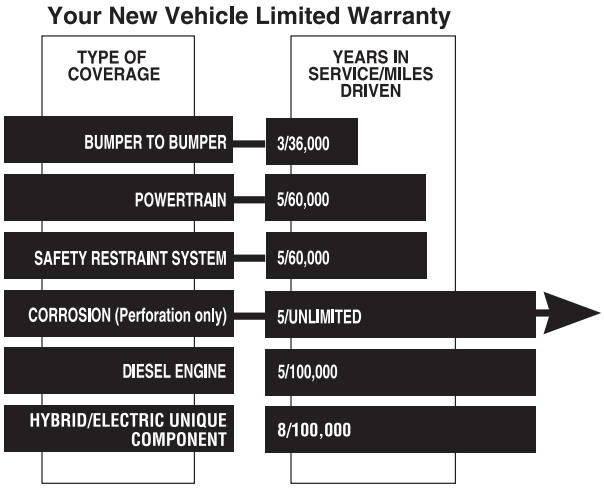
For more information regarding the BBB AUTO LINE program, see page 47 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 9-14)
→ **What is Not Covered?** (pages 14-19)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 14-19. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other

than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 18 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; **Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); **Front-Wheel Drive:** axle shafts, support bracket, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. **Four-Wheel/All-Wheel Drive:** axle shafts, support bracket, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle’s body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss
The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 22-45.

If you own or lease a 2023-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

(6) Certain Commercial customers with a Valid Fleet Identification Number (FIN Code) are eligible for a five year / 100,00 mile limited powertrain warranty extension on the following vehicles: F-150 (Excluding Raptor), Super Duty (F-250 through F600) pickup, chassis cabs (F53/F59), Transit, Transit Connect and E-Series. Vehicle must be reported as a sales type "fleet" at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at www.fleet.ford.com/get-started.
This warranty extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains.

Ford Power-Up software updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-In Vehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips". Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.

- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
  - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
  - non-Ford Motor Company software, or
  - obsolescence of vehicle software or hardware
  - lack of network coverage or availability
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
  - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 50)
- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.

- The Lithium-ion battery (EV battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the Lithium-ion battery.
- if the component that caused the failure is beyond coverage and damages a component with remaining coverage, the entire repair is NOT reimbursable.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- 12V Battery jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by a Ford or Lincoln Protect extended service plan, you may seek reimbursement for a tow charge under that plan.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

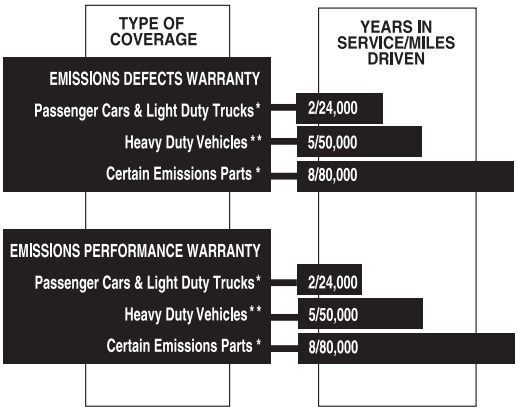
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Applies to vehicles up through 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR. Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

→ **Emissions Defect Warranty** (pages 23-24)
→ **Emissions Performance Warranty** (pages 24-25)
→ **What is Covered?** (pages 26-28)
→ **What is Not Covered?** (page 28)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 26-28.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)

- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
  - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty. The 5 year or 50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
    - **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
  - 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plug-in Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV system and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

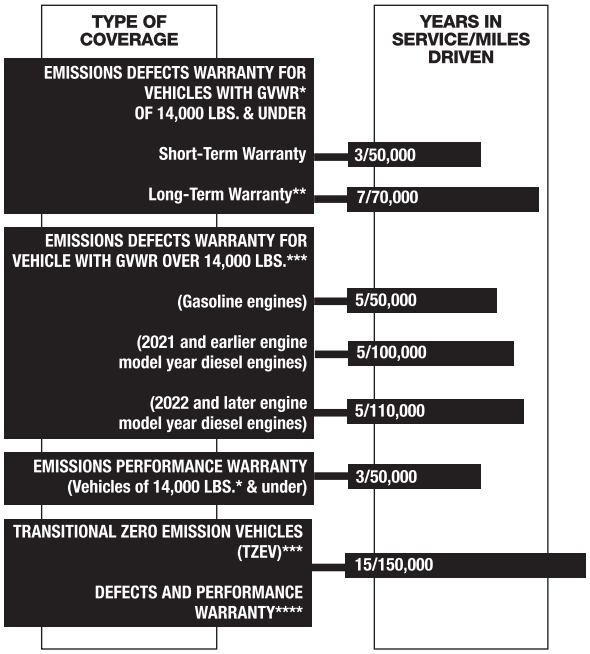
U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 22).

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating

** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up through 14,000 pounds GVWR).

*** Refer to your Vehicle Emission Control Information and Important Engine Information (if applicable) label for emissions certification information.

**** Except for the high voltage battery, which is covered for 10 years or 150,000 miles (whichever occurs first).

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state[1] that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

[1] Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up through 8,500 pounds GVWR) - California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington
- **Medium-Duty Passenger Vehicles** (up through 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up through 14,000 pounds GVWR) - California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up through 19,500 pounds GVWR) - California, Maine and Pennsylvania.

Vehicles Eligible for California Transitional Zero Emission Vehicle (TZEV) Emission Warranty Coverage

California Transitional Zero Emissions Vehicle (TZEV) extended emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state** that has adopted and is enforcing California TZEV emissions warranty regulations applicable to your vehicle at the time of repair, and
- Your vehicle is certified as a TZEV in California as indicated on the vehicle emission control information label.

**Subject to change, the following states have adopted and are enforcing California TZEV emission warranty regulations: California, Colorado, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island, and Vermont (NOTE: Delaware, Pennsylvania and Washington did not adopt the California TZEV emission warranty; standard California emission warranty coverage applies to all emission components. Oregon adopted high voltage battery TZEV warranty requirements only.)

For full details about coverage under California requirements for emissions control, see:

→ **Defects Warranties** (pages 32-41)
→ **Performance Warranty** (pages 32-35)
→ **What Is Covered?** (pages 36-41)
→ **What Is Not Covered?** (page 41)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2023-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 32-35, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever occurs first):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever occurs first):

If an emissions-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

For a list of the high-priced emission-related parts that are covered for 7 years or 70,000 miles, go to www.owner.ford.com /Owner Manuals.
Select the list that corresponds to the model and the model year of your vehicle. NOTE: This list is vehicle specific and may not be the same for all vehicles. It is based on the replacement cost of each specific part, which can vary between vehicle lines.

If Gross Vehicle Weight Rating is 8,501 lbs. through 14,000 lbs.:

- For 5 years or 50,000 miles (whichever occurs first) for components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
- **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

If Gross Vehicle Weight Rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline engines), 5 years or 100,000 miles (2021 and earlier engine model year diesel engines), and 5 years or 110,000 miles (2022 and later engine model year diesel engines) (whichever occurs first). Warranty coverage of 5 years or 50,000 miles (whichever occurs first) applies for components whose failure would increase the vehicle's emissions of air conditioning refrigerants. **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

For Vehicles Eligible for California TZEV Emission Warranty Coverage

Except as noted below, for 15 years or 150,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

NOTE: The TZEV warranty period for the high-voltage battery is 10 years or 150,000 miles (whichever first occurs).

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

California Air Resources Board
9528 Telstar Avenue
El Monte, California 91731

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plugin Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV System and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

COVERAGE FOR 2023 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY
APPLICABLE ONLY TO CALIFORNIA-CERTIFIED VEHICLES REGISTERED IN A STATE THAT HAS ADOPTED AND IS ENFORCING CALIFORNIA EMISSION WARRANTY REGULATIONS
(Coverage for up to 7 years/70,000 miles, whichever first occurs)

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-in Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
Instrument Cluster (2)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Battery Energy Control Module								X	X				X			
On-Board Battery Charger (1)									X							
High Voltage Traction Battery								X	X				X			
Battery Integrated Starter Generator													X			
CS Sensor Ring		X													X	X
Powertrain Control Wiring Harness (4)		X		X	X			X	X	X						
Sensor Coolant Temp				X		X				X	X					
Powertrain Control Module (PCM) / Engine Control Module	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Knock Sensor (KS)						X				X	X					
Wire Assembly - Engine Control and Sensors (4)								X	X				X			
Dash Panel & Headlamp Junction Wiring (4)	X	X	X		X	X	X	X	X		X	X	X	X		
Interior Wiring Assembly (4)						X	X				X	X	X		X	X
Roof Wiring Harness (4)	X	X	X	X	X			X	X	X				X	X	X
Main Wiring Assembly (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rear Lamp Wiring Assembly (4)							X							X		
Fuel Sender Wiring Assembly (4)	X	X	X		X			X	X						X	X
Fuse Assembly (4)						X					X	X	X			
Main Body Wiring Harness (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HVEDS Charge Port Harness								X	X				X			
Main Jumper Wiring Assembly (4)	X	X	X		X	X		X	X	X	X	X	X	X	X	X
Molded Lead Frame Wiring Harness (4)	X		X	X						X					X	X
Transmission Harness Connector (4)				X						X						
DCDC Converter and Bracket Assembly								X	X				X			
ISC and Bracket Assembly								X	X				X			
Valve Assembly - Htr Wtr Control (4)								X	X				X			
Pump Assembly Htr (1)(4)									X							
A/C Compressor								X	X				X			
A/C Condenser								X	X				X			
Condenser to Evaporator Tube													X			
A/C Expansion Valve													X			
A/C Evaporator Assembly								X	X				X			
HVAC Controller (1)								X	X							
ABS Module								X	X							
ABS Electronic Control Module (4)								X	X							
Power Steering Wiring Assembly (4)														X		
Exhaust to Turbo Gasket														X		
Catalytic Converter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-in Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
Converter Heat Shield										X						
Catalytic Converter and Pipe															X	X
Exhaust Manifold & Catalyst Assembly		X			X			X	X							
Camshaft Timing Assembly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Adjuster Assembly - Valve Lifter (4)			X	X	X	X	X	X	X	X	X	X	X	X	X	X
Arm Assembly - Valve Rocker (4)	X	X		X		X				X	X			X		
Valve Rocker Cover Assembly (RH, LH)			X	X	X	X	X			X	X	X	X	X		
Oil Pump Assembly (4)	X							X	X	X	X	X	X	X	X	
Oil Filter Tube Assy (4)			X		X											
Crankshaft Position Sensor (CKP)														X	X	X
Variable Camshaft Timing Assembly	X	X	X	X	X	X	X			X	X	X	X	X	X	X
Duct, Charge Air Cooler Cold										X						
Duct, Charge Air Cooler Hot			X	X						X						
Charge Air Cool Tube Assembly Inlet										X						
Charge Air Cool Tube Assembly Outlet				X						X						
Cylinder Head Temperature Sensor						X				X	X					
Camcover Gasket			X	X	X	X	X			X	X	X	X	X		
Turbocharger	X	X	X	X	X	X	X			X	X			X		X
Charge Air Cooler	X	X	X		X	X					X			X		
Catalytic Converter Gasket					X											
Engine Variable Camshaft Timing Solenoid				X	X	X	X				X	X	X	X		
Hybrid Powertrain Control Module (1)									X							
Transmission/Diff Assembly (4)						X	X				X	X		X	X	X
Transmission Control Assembly (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Inverter System Controller (1) (4)									X							
Transmission Harness Connector (4)														X		
Transmission Torque Clutch Solenoid Assembly (4)	X	X	X	X	X			X	X	X					X	X
Transmission Internal MLF Wiring Harness (4)	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X
Pressure Regulator Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Solenoid Assembly	X	X	X	X	X			X	X	X						
Pressure Regulator Solenoid Assembly	X	X	X	X	X			X	X	X					X	X
Output Shaft Speed (OSS) Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Fluid Temperature (TOT) Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Range Sensor / Detent Assembly	X	X	X	X	X			X	X	X	X	X	X	X	X	X
Transmission Solenoid - 5R110W	X	X	X	X	X			X	X	X					X	X
Turbine/Input Shaft Speed (TSS) Sensor Assembly															X	X
Emotor Front Module													X			
Thermostat Assembly						X					X					
Fan Shroud Harness (4)				X						X						
Valve Assembly - Htr Wtr Control (1)(4)								X	X							
Fuel Tank	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Tank Sender and Outlet Tube Assembly				X				X	X	X						

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-in Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
High Pressure Fuel Pump	X	X	X	X	X	X		X	X	X		X	X		X	X
Intake Manifold		X			X						X	X	X		X	X
Exhaust Manifold (Right Hand)												X	X	X	X	X
Exhaust Manifold (Left Hand)												X	X	X	X	X
Intake Manifold Gasket					X											
Intake Manifold Gasket LH		X														
Exhaust Manifold Gasket					X	X	X			X	X	X	X	X	X	X
Flat/Ring Exhaust Gasket		X				X				X				X	X	X
Fuel Tank Shield		X		X	X			X	X	X						
Fuel Injection Fuel Supply Manifold Assembly			X	X	X		X			X	X	X	X	X	X	X
Fuel Tube Return Line to Tank End		X		X	X			X	X	X						
EGR Valve Assembly														X		
Carbon Canister and Bracket Assembly				X						X					X	X
Rear Vapor Line Assembly Tank to Vapor Blocking Valve (VBV)						X					X	X	X			
EGR Outlet Pipe Gasket							X									
Inlet Tube (EGR)							X									
EGR Cooler and Bypass Valve						X	X									
EGR Tube to Manifold Connector												X	X	X	X	
Fuel Injector				X		X	X			X	X			X	X	X
Fuel Injector Fuel Supply Manifold												X	X	X	X	
Fuel Injector Charge Assembly			X	X			X			X	X	X	X	X	X	X
Injection Pressure Sensor										X	X	X	X			
Turbocharger			X	X	X	X	X									
Turbocharger Actuator Kit			X	X	X	X	X							X		
Direct Fuel Injector				X		X	X			X	X			X	X	
Fuel Delivery Module		X		X	X	X		X	X	X	X	X	X	X	X	X
Fuel Tube Supply	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Supply Line Tank to Bundle			X	X						X	X		X		X	X
Sensor to Rail Fuel Line	X		X	X						X	X	X		X		
Fuel Pump to Fuel Rail Tube				X						X	X	X	X	X	X	X
EGR Pressure Sensor						X				X						
Tank Assembly (without straps)				X			X			X				X		
Turbocharger Control Solenoid																X
Intake Manifold Lower												X	X		X	X
Exhaust/Emission Control Wire Assembly (4)															X	X
Exhaust to Turbo Gasket		X												X		X
Turbo Exhaust Adapter																X
Compressor Bypass Valve														X		
EGR Outlet Temperature Sensor						X										

(1) For Plug-in Hybrid Vehicles Only
(2) For Service Engine Soon/Malfunction Indicator Lamp (MIL) Functionality Concerns Only
(3) For EcoBoost/ Turbocharged Engine Only
(4) For MIL Illumination Only
(5) For Non-EcoBoost Engine Only

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Ford will cover damages to other vehicle components proximately caused by a failure under warranty of any warranted part.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost of repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 47.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Protect Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect. Ford Protect service contracts are backed by Ford Motor Company or Ford Motor Service Company. Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect from any Ford Motor Company dealer or see our website at fordprotect.ford.com. There are several Ford Protect plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 3,200 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa and District of Columbia are not eligible for Ford Protect coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect coverage.

10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under the Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
1676 International Drive, Suite 550
McLean, VA 22102

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called "lemon laws" - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel over pressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

Exhibit 13

https://www.caranddriver.com/news/a26996233/2020-ford-escape-photos-info/

The 2020 Ford Escape Looks to Fill a Car-Shaped Hole in the Lineup

It's still a compact crossover, but Ford's sleek new fourth-generation Escape looks less SUV-like than ever before.

BY JOEY CAPPARELLA PUBLISHED: APR 2, 2019

MICHAEL SIMARI | CAR AND DRIVER

- The Ford Escape compact crossover is new for 2020, with thoroughly different styling that makes it look lower and more carlike.
- A turbocharged 1.5-liter three-cylinder engine is standard, with a turbo 2.0-liter four-cylinder optional. Hybrid and plug-in-hybrid models also join the lineup.
- The gas models and the hybrid will go on sale in fall 2019, with the plug-in-hybrid Escape arriving in spring 2020.

Now that it has begun the phaseout of nearly all of its passenger-car models, Ford is banking on the fact that hundreds of thousands of Focus, Fusion, and Taurus buyers will be willing to make the switch to the Blue Oval's many crossover offerings. So it seems to us that the company is hedging its bets by making the new 2020 Ford Escape look more carlike than ever before, with a lower, sleeker design that still maintains crossover proportions but abandons any sort of rugged-SUV pretensions.

MICHAEL SIMARI | CAR AND DRIVER

Smoother Styling

As it enters its fourth generation, the outgoing Escape sits as Ford's second biggest-selling nameplate in the United States, behind the F-series pickup-truck lineup. But it has fallen far behind its closest compact-crossover competitors in the sales race, having been significantly outsold by the Chevrolet Equinox, the Honda CR-V, the Nissan Rogue, and the Toyota RAV4 in 2018. It's no surprise, then, that Ford is now coming to battle armed with a fuller arsenal of Escape variants: in addition to two turbocharged gasoline engines and a revived Escape hybrid model, all of which go on sale this fall, Ford is also introducing a plug-in-hybrid model to the lineup that will go on sale in spring 2020. (See more details on the hybrid models here.)

Although the new Escape's shorter proportions and smoother lines may make it look smaller than its predecessor, it's actually longer and wider. The roof is slightly lower, but interior space is up, with Ford claiming significantly improved rear legroom and up to 37.5 cubic feet of cargo space behind the rear seats, 3.5 cubic feet more than before. In nonhybrid models, the rear seat now slides fore and aft on a 6.0-inch track.

FORD

Turbo Engine Options

The new Escape's base engine, a turbocharged 1.5-liter inline three-cylinder, is shared with Europe's new Ford Focus hatchback, with which it shares its basic underpinnings. A three-cylinder engine in a 3000-plus-pound crossover may sound a bit inadequate, but its 180 horsepower and 177 lb-ft of torque are fully competitive with other base engines in this class, and it can tow up to 2000 pounds. It pairs with an eight-speed automatic transmission with front-wheel drive or optional all-wheel drive. Cylinder deactivation can shut down one of the cylinders and allow it to operate as a two-banger under certain circumstances, which Ford says improves fuel economy by 6 percent (EPA estimates aren't available yet).

Unlike the RAV4, CR-V, and Rogue, the new Escape continues to offer an upgrade engine as an option on upper trim levels with considerably more power. As before, it's a turbocharged 2.0-liter four-cylinder, and it makes 250 horsepower and 275 lb-ft of torque, five more horses than this engine in the outgoing Escape. It too uses an eight-speed automatic transmission but comes only with all-wheel drive. It can tow up to 3500 pounds.

Standard and Optional Features

A similar set of trim levels is in play, starting with the Escape S and climbing through SE, SEL, and Titanium models. The 1.5-liter engine is standard on S, SE, and SEL models, with the 2.0-liter optional on the SEL, while the Titanium comes standard as a hybrid and offers the 2.0T as an option. The hybrid is also offered in an SE Sport trim.

Mirroring some competitors, Ford has made its CoPilot360 set of driver-assistance features standard on all models. This includes blind-spot monitoring, lane-keeping assist, automated emergency braking, and automatic high-beams. Adaptive cruise control and park assist are optional on the top Titanium model.

MICHAEL SIMARI | CAR AND DRIVER

All trims but the base S come with an 8.0-inch touchscreen with Apple CarPlay and Android Auto, and 4G LTE Wi-Fi capability is standard across the board. There's also an optional 12.3-inch digital gauge cluster, available on SE and higher trims. USB-C ports are available in addition to the standard USB ports, and there's an optional 10-speaker Bang & Olufsen sound system.

Ford has yet to release pricing for the new 2020 Escape, but we wager that it will be priced similar to its predecessor, starting somewhere around $25,000 and reaching above $40,000 with all the extras.

Exhibit 14

https://www.caranddriver.com/news/a3329_3__/202_-ford-_ronco-_ronco-sport-on-sa e-dates/

2021 Ford Bronco and Bronco Sport On-Sale Dates and How to Order One

The Sport will be out before 2020 is over, but you'll wait nearly a year to get the Bronco. Meanwhile, Ford's taking $100 deposits starting tonight.

BY ROBERTO BALDWIN PUBLISHED: JUL 13, 2020

TONY URBANO | CAR AND DRIVER

- The Ford Bronco will arrive in dealerships in spring 2021, while the Bronco Sport will show up sooner, in late 2020.
- With the interest likely high for both vehicles, don't be surprised if the dates slip on some orders.
- Ford is currently accepting $100 refundable deposits on the Bronco and Bronco Sport.

THERE'S A SLIGHT CATCH

TONY URBANO | CAR AND DRIVER

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THERE'S A SLIGHT CATCH

It's still too early to know how well the 2021 Ford Bronco and Bronco Sport will resonate with potential customers. Chances are, though, they'll be some of the most sought-after vehicles we've seen in a while, especially the "regular" Bronco, which will come in two- and four-door versions. How long will you have to wait to get your hands on a vehicle if you place a deposit today? According to Ford, it depends on which Bronco you choose.

ALL THE DETAILS

All of the Off-Road Goodies on the New Ford Bronco

New Bronco Is Here—It's Everything You Hoped For

2021 Ford Bronco's Six Trim Levels Explained

For those looking for a milder version of Ford's freshly minted Built Wild lifestyle, the Bronco Sport will start being delivered to dealerships later this year. Meanwhile, the two- and four-door Broncos won't land in showrooms until the spring of 2021.

When *you* get your Bronco, of course, is a whole other issue. If the Bronco is the blockbuster hit that Ford hopes it'll be, your vehicle might take a bit longer to be dropped off on your doorstep. There are also likely timing issues around which trim level might get first consideration on the production lines at the Wayne, Michigan, plant for the Bronco or the Hermosillo, Mexico, facility for the Bronco Sport. For example, the limited-production First Edition Bronco will likely get first dibs on the Michigan line.

Whichever you choose, Ford is currently taking $100 refundable deposits, so if you must have either Bronco as quickly as possible, you're going to want to throw a digital Benjamin at Ford as quickly as possible.

Exhibit 15

Ford Media Center

TESTING IN THE EXTREMES: HOW FORD'S MULTIPLE TESTING FACILITIES PUSH VEHICLES TO THE LIMIT

07.10.2019. | DUBAI, UAE,

DUBAI, UAE, October 7, 2019 – Ford's comprehensive lineup of testing facilities around the world puts vehicles through everything from the extreme, to the everyday, to ensure that only world-class vehicles roll off the production line.

Across facilities in Thailand, India, Australia, the Middle East and China, Ford vehicles and components are 'shaken, rattled and rolled' in a variety of tests, some conducted in temperatures ranging from an arctic minus 40 degrees Celsius, to desert-scorching heat of over 50 degrees Celsius.

The Middle East

Based out of Jebel Ali, near Dubai, in the UAE, the engineering team at Ford's Product Development base take the heat during testing on a daily basis.

Thanks to extremely high ambient temperatures during the summer months – and a country covered primarily in sprawling desert landscapes – hot weather testing in the UAE places vehicles under real world conditions quite unlike that experienced anywhere else on the planet.

"With ambient temperatures of up to 50 degrees Celsius, we need to ensure our cooling systems, engine, transmission, driveline systems, and also our passenger comfort are all robust to temperatures like this," said Ziyad Dallalah, Chief Resident Engineer, Ford Middle East and Africa.

Case 4:23-cv-10420-SDK-APP ECF No. 16-16, PageID.932 Filed 06/02/23 Page 3 of 5

"Driving in deep sand places a unique load on the engine and transmission – with high revs at low speed. That means the engine works very hard, placing demands on systems that rely on the engine for power – like the air-conditioning."

Dust and sand can also play havoc with engine internals and suspension components by accelerating wear on moving parts, so the team also monitors sand and dust egress on the engine, dampers and the cabin to make sure every Ford remains a comfortable place to be, even in the peak heat of a Middle East summer.

Thailand and India

The Ford labs in Thailand and India are on the frontline of maintaining customer sanity by eliminating the little things about vehicles that drivers can often find exasperating.

At Ford's 'Voice of the Customer' Fleet facilities at the Ford Thailand Manufacturing (FTM) plant, and Sanand Vehicle Assembly Engine Plant (SVAEP) in India, engineers walk in the shoes of customers, emulating the rough and tumble they might put their vehicle through in a variety of conditions and climates. In one of the labs, an environmental road simulator recreates years of travelling over tricky road surfaces, like cobblestones, to check that there are no annoying squeaks or rattle noises.

Hot and cold chambers at both facilities test the functionality of things like the rear liftgate, the hood and electrical features such as the interior heater in temperatures ranging from a sweltering 49 degrees Celsius, to a bone-chillingly low minus 29 degrees. While customers in Thailand and India are pretty unlikely to experience temperatures that low, the team needs to consider customers in the dozens of cold climate countries the Ranger pickup, Everest SUV, EcoSport and Figo are exported to throughout the world.

"Testing our vehicles under controlled environmental conditions gives us the ability to protect our customers by capturing issues associated to varying temperatures and different road surfaces," said Jay Rada, Asia Pacific Voice of the Customer Fleet Manager, New Model Program.

Australia

Ford's You Yangs Proving Ground (YYPG) in the kangaroo-filled paddocks outside Melbourne, Australia is the oldest of Ford's testing facilities in Asia Pacific, and is also home to some of the most demanding tests conducted anywhere in the industry. Given the rapid changes now underway in the global auto business, Ford's 950-hectare facility is currently undergoing an upgrade, allowing the company to test a greater range of products and driver assist technologies.

One of the many tests that prototype and pre-production vehicles will undergo at the proving ground is the Total Durability Cycle. This sped-up evaluation runs around the clock, day and night, to simulate 10 years, or 240,000km, of severe customer usage in just a few weeks. Gravel roads, cobblestones, pot-holes, curbs and water baths feature in this grueling test. Just for good measure, environmental factors like dust, water and mud are thrown in, while dynamometers simulate towing heavy loads in traffic and over mountain passes.

"The reason we go to such extreme lengths of testing is to ensure our customers are buying the best possible vehicle," said Stephen Andrews, Corrosion Supervisor at Ford's testing facility in Australia.

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"These tests push the vehicle much further than your typical consumer would, so we can be confident in the fact they will perform when out in the real world – and if we find anything untoward during testing stages, we have the opportunity to rectify it," added Andrews.

Another extreme test Ford engineers undertake at the YYPG is the full Vehicle Corrosion Test, which runs for 12 weeks straight, 24 hours a day, seven days a week, so vehicles can withstand even the most humid, salty conditions a coastal life can bring.

Consisting of a controlled humidity soaking, followed by a shake-down over various road surfaces, this arduous test exposes the vehicle to salt, dust and gravel, all the while ambient temperatures and humidity levels drop and spring back like a yo-yo.

The total accumulated mileage for the Vehicle Corrosion Test is a whopping 10,000km, which represents approximately six years of exposure to such regions as the East Coast of Australia or the West Coast of New Zealand.

Just when the vehicles think it's over, all body panels are removed to check out how they fared for corrosion resistance – even the hidden underbody parts. This process also ensures all areas are assessed for appearance, function and serviceability. Knowing exactly what sections and body parts of the vehicle are effected in certain ways allows Ford's engineers to better guard against long-term environmental impact.

Nanjing, China

Ford's new environmental chambers in Nanjing, China, takes vehicles to the extreme by shaking, roasting and crashing vehicles to test their performance.

The first of the three chambers – the sun-load camber – recreates hours of a car sitting in relentless sunlight. High-intensity lamps heat the chamber to a peak of 45 degrees Celsius, which causes some parts of the car to reach a scorching 107 degrees –hot enough to fry an egg.

To protect against the extreme conditions, Ford engineers who venture inside the chamber to verify the equipment wear an aluminum-coated suit that makes them look like astronauts from a 1960s science fiction movie. The suit is a precaution in case any the metal parts melt and spray in the direction of the engineer while they're in the chamber, and can protect the wearer from environmental temperatures of up to 200 degrees Celsius.

"During these tests we're looking for any indications that a material or part will change or warp when exposed to heat and intense sunlight," said Breeze Shi, Test Engineering Supervisor at Ford's VEV environmental chamber in Nanjing. "Any bubbling or deforming would make us make improvements so that customers won't face the same issue."

In the second chamber, tests replicate what a particular component will experience over 240,000 kilometers on incredibly bumpy roads – all in a mere 72 hours. Vehicle components are strapped to a multi-axel simulation table – a hydraulic platform that shakes, and shakes, then shakes some more. If that wasn't enough, the tests are carried out in conditions ranging from minus 40 degrees Celsius to 95 degrees. The tests are a way to assess vehicle performance under extremes of use that aren't practical to replicate on the test track.

The final test chamber is about a crucial vehicle component that can save your life: airbags. If airbags don't deploy at the right speed, or safely enough, they can be less effective. The airbag deployment chamber in Nanjing uses ultra-slow motion cameras to record deployment so that

RQ24-008 000773 LC

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Ford's engineers can critically analyze every millisecond of the process to identify potential problems.

When it comes to safety every detail is important, which is why Ford's engineers in Nanjing also test airbag deployment in temperatures ranging from negative 40 to 65 degrees Celsius. But this created a problem for Ford's engineers: the camera equipment can't operate in those temperatures. To overcome this problem, the engineering team developed an innovative work-around, "We came up with a rail system that allows us to cool or heat the entire testing mount in a separate chamber, and then roll it into an adjacent room for the actual test," said Shi. "We can move the entire system and deploy the test in just two minutes, while the airbag prototype is still really hot or cold."

The range and intensity of tests that Ford puts its cars through at its facilities across the region are designed to ensure maximum performance and safety even under the harshest conditions – to learn more, check out this video.

To download the Word document of this press release in Arabic, click here

To download the Word document of this press release in English, click here

About Ford Motor Company

Ford Motor Company is a global company based in Dearborn, Michigan. The company designs, manufactures, markets and services a full line of Ford cars, trucks, SUVs, electrified vehicles and Lincoln luxury vehicles, provides financial services through Ford Motor Credit Company and is pursuing leadership positions in electrification, autonomous vehicles and mobility solutions. Ford employs approximately 196,000 people worldwide. For more information regarding Ford, its products and Ford Motor Credit Company, please visit www.corporate.ford.com.

Ford's history in the Middle East goes back more than 60 years. The company's local importer-dealers operate more than 155 facilities in the region and directly employ more than 7,000 people, the majority of whom are Arab Nationals. For more information on Ford Middle East, please visit www.me.ford.com.

Ford Middle East is also a responsible corporate citizen with currently various CSR initiatives running in the region including the Ford Motor Company Conservation & Environmental Grants, Ford Warriors in Pink® breast cancer awareness campaign, Ford Driving Skills for Life for young drivers and the Henry Ford Entrepreneurship Academy education initiative for young entrepreneurs.

Exhibit 16

U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

NHTSA
www.nhtsa.gov

DOT HS 812 183

July 2015

National Telephone Survey of Reported and Unreported Motor Vehicle Crashes

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16. Abstract

NHTSA publishes crash statistics based on police accident reports, but many crashes are never reported by the police. In 1981 NHTSA sponsored a telephone survey to estimate the incidence of unreported crashes. That survey estimated 47 percent of crashes go unreported. In 2008 NHTSA paid for an updated survey, reported here. The present survey, completed in 2010, collected data on 2,299 crashes, 697 of which were unreported to police. When the data were properly weighted, the participant responses indicated that approximately 30 percent of crashes go unreported. In both surveys the crashes were mostly property-damage-only crashes, although some unreported injury crashes were found. However, the data in this report is only one aspect of the unreported crash problem. See Chapter 5 of *The Economic and Societal Impact of Motor Vehicle Crashes*, 2010 (DOT HS 812 013), for a more thorough explanation of this problem.

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3. Results

This section presents the statistical findings of the study. Section 3.1 summarizes crashes by their reported to police status and by crash type (vehicle damage only or injury). Section 3.2 computes the incidence of reported and unreported crashes per 1,000 drivers per year, and shows how reported to police status is associated with reported to insurance status. Section 3.3 summarizes vehicle damage only and section 3.4 describes injuries associated with reported and unreported crashes. Section 3.5 lists the reasons why crashes are not reported to police, and section 3.6 describes the circumstances surrounding reported and unreported crashes.

Before discussing the specific results, we present our general approach to speaking with the respondent. After completing the survey screening questions with the designated respondent, interviewers asked the following three core questions:

- Have YOU ever been INJURED in a motor vehicle accident in which you were a DRIVER?
- Have YOU ever been INJURED in a motor vehicle accident when you were a PASSENGER?
- Have YOU ever been hit by a motor vehicle and INJURED when you were a pedestrian, that is, not traveling in a motor vehicle at the time of the accident?

If the respondent reported more than one crash, only the most recent crash was investigated further. One or more follow-up questions were asked after each of the three questions above. The first follow-up question asked if the "accident" had occurred in the previous 12 months and, if it had, they were asked: how many times it occurred; which month; which State; whether anyone else was injured, including pedestrians, bicyclists, and occupants in any involved vehicle; and how many other people were injured.

If the respondent had no injury crashes, interviewers then asked about "accidents" involving vehicle damage only.

- Have you ever been in a motor vehicle accident in which THE VEHICLE YOU WERE IN was damaged?

The 32,734 respondents to the survey identified 2,299 injury and vehicle damage only crashes in the past 12 months. In 47 of the cases, reporting status was unknown due to the respondent saying "don't know" or refusing to answer the question. Since the respondent answering "don't know" or "refusing" to answer the question affects the definition of the type of crash, the results are based on 2,252 (2,299 minus 47) cases in which reporting status is known. In addition, although we collected information regarding the total number of crashes respondents experienced within the last 12 months, we only asked specific questions about the most recent crash. For the most recent crash questions, no respondent could have more than one injury crash or one vehicle damage only crash.

Of the 2,252 crashes, we present the following overall demographic results.

- Age distribution: 588 people age 16 to 34 (47.5% weighted), 807 people age 35 to 54 (33.6% weighted), 878 people age 55+ (18.9% weighted) (26 missing cases)
- Gender: 1,011 males (51.7% weighted), 1,288 females (48.3% weighted)
- Education level: 778 high school or less (46.1% weighted), 596 some college (28.7% weighted), 906 college graduate or higher (24.7% weighted) (19 missing)
- Income: 878 less than $50,000 (44.1% weighted), 940 $50,000 or more (23.9% weighted) (481 missing)

Having discussed our general approach in speaking with respondents, we now turn to the specific results.

3.1 Reporting Status of Crashes by Crash Type

This section summarizes crash status (reported/unreported to police or insurance) by crash type, that is, vehicle damage only or injury. Crashes in which the respondent was injured are further partitioned into whether the respondent was a driver, passenger, or pedestrian in the crash.

3.1.1 Crashes Reported and Unreported to Police

MDAC conducted 32,734 screens and collected data on 2,299 crashes, 697 of which were unreported to police, as shown in Table 3.1.1a. In 47 cases, the reported to police status of the crash is unknown because some respondents either did not know or refused to answer the associated questions. Thus, the unweighted estimate of the ratio of unreported (to police) crashes to total crashes (excluding cases with unknown status) is 31.0 percent (697/ 2,252). The weighted percentage of crashes that were unreported is 29.3 percent with a standard error (SE) of 1.3 percent. The 95 percent confidence interval for the percentage of all crashes that are unreported is between 26.7 percent and 31.9 percent. Table 3.1.1 also shows the results for vehicle damage only crashes (35.6%, SE = 1.6%) and for injury crashes (15.4%, SE = 2.2%). Table 3.1.1 also shows the results for injury crashes further categorized as to whether the injury was incurred as a driver, as a passenger, or as a pedestrian.

Table 3.1.1b shows the results of extrapolating the counts in Table 3.1.1a to the population of the United States age 16 and over. This population consists of 236,024,240 people, according to the latest version of the Current Population Survey.

Table 3.1.1a: Percentage of crashes by reported to police, unreported to police, and unknown reported to police status for all crashes and for each injury and vehicle damage only category.

Type of Crash	Crashes					Unweighted Percent Unreported*	Weighted Percent Unreported*	Weighted Standard Error*	Weighted 95% CI*	
	Number	Reported to Police	Unreported to Police	Unknown Status	Reported + Unreported				Lower	Upper
All Crashes	2299	1555	697	47	2252	31.0%	29.3%	1.3%	26.7%	31.9%
Vehicle Damage Only	1710	1054	620	36	1674	37.0%	35.6%	1.6%	32.5%	38.8%
Injury Crashes	589	501	77	11	578	13.3%	15.4%	2.2%	10.9%	19.8%
Injured as Driver	408	364	38	6	402	9.5%	10.2%	2.3%	5.7%	14.7%
Injured as Passenger	126	110	13	3	123	10.6%	11.1%	3.6%	4.0%	18.1%
Injured as Pedestrian	55	27	26	2	53	49.1%	49.1%	9.6%	29.8%	68.4%

Based on 32,734 screens.
* Excludes crashes with unknown reported to police status.

Table 3.1.1b: Weighted number of crashes by reported to police, unreported to police, and unknown reported to police status for all crashes and for each injury and vehicle damage only category.

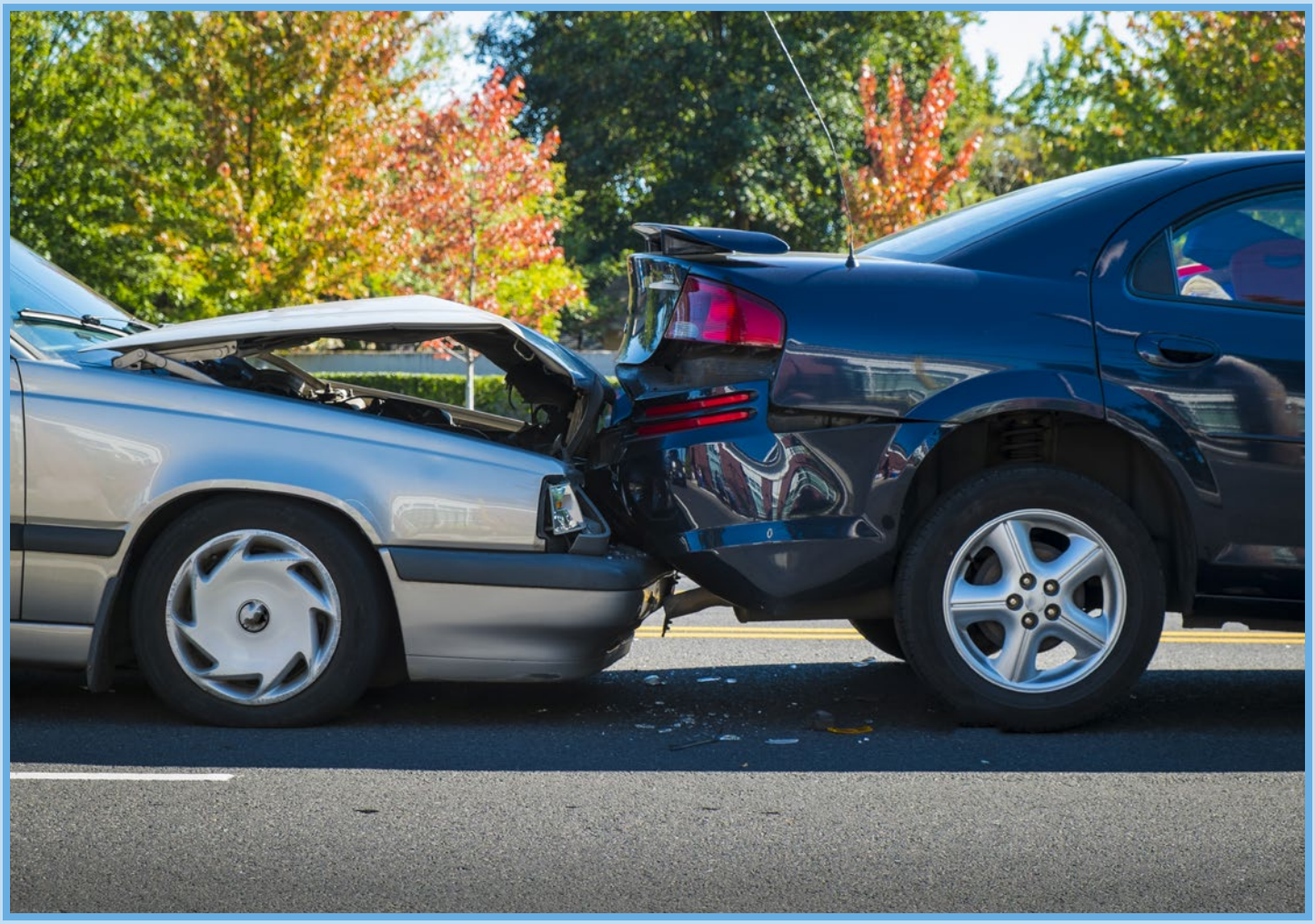
Type of Crash	Crashes				
	Number	Reported to Police	Unreported to Police	Unknown Status	Reported + Unreported
All Crashes	20,535,814	14,212,974	5,893,978	428,862	20,106,952
Vehicle Damage Only	14,178,900	8,911,047	4,932,537	335,316	13,643,584
Injury Crashes	6,356,914	5,301,927	961,441	93,546	6,263,368
Injured as Driver	4,073,484	3,613,854	409,382	50,249	4,023,236
Injured as Passenger	1,475,318	1,280,366	159,474	35,478	1,439,840
Injured as Pedestrian	808,112	407,707	392,586	7,819	800,293

Exhibit 17

U.S. Department of Transportation
National Highway Traffic Safety Administration

NHTSA

TRAFFIC SAFETY FACTS 2019



A Compilation of Motor Vehicle Crash Data

2019 NATIONAL STATISTICS

POLICE-REPORTED MOTOR VEHICLE CRASHES

Fatal	33,244
Injury	1,916,000
Property-Damage-Only	4,806,000
Total	**6,756,000**

TRAFFIC CRASH VICTIMS

	Killed	Injured
Occupants	**23,744**	**2,516,000**
Drivers	17,880	1,858,000
Passengers	5,807	657,000
Unknown	57	1,000
Motorcyclists	**5,014**	**84,000**
Nonoccupants	**7,338**	**140,000**
Pedestrians	6,205	76,000
Pedalcyclists	846	49,000
Other/Unknown	287	16,000
Total	**36,096**	**2,740,000**

OTHER NATIONAL STATISTICS

Vehicle Miles Traveled	3,261,772,000,000
Population	328,239,523
Registered Vehicles	299,267,114
Licensed Drivers	228,679,719
Economic Cost of Traffic Crashes (2010) (estimate for reported and unreported crashes)	$242 billion

NATIONAL RATES: FATALITIES

Fatalities per 100 Million Vehicle Miles Traveled	1.11
Fatalities per 100,000 Population	11.00
Fatalities per 100,000 Registered Vehicles	12.06
Fatalities per 100,000 Licensed Drivers	15.78

NATIONAL RATES: PEOPLE INJURED

People Injured per 100 Million Vehicle Miles Traveled	84
People Injured per 100,000 Population	835
People Injured per 100,000 Registered Vehicles	916
People Injured per 100,000 Licensed Drivers	1,198

Sources: Crashes, Fatalities, Injuries, and Costs – National Highway Traffic Safety Administration (NHTSA)
Population – Census Bureau
Vehicle Miles Traveled (VMT) – Federal Highway Administration (FHWA)
Registered Vehicles – FHWA and Polk data from R. L. Polk & Co.

DOT HS 813 141
August 2021

Traffic Safety Facts 2019

A Compilation of Motor Vehicle Crash Data

National Highway Traffic Safety Administration
National Center for Statistics and Analysis
Washington, DC 20590

Suggested APA Format Citation:

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FOR MORE INFORMATION:
Motor vehicle traffic crash data are available from the National Center for Statistics and Analysis (NCSA), NSA-230. NCSA can be contacted at NCSARequests@dot.gov or 800-934-8517. NCSA programs can be found at www.nhtsa.gov/data. Additional data tools, such as the State Traffic Safety Information (STSI), Fatality and Injury Reporting System Tool (FIRST), and more can be found at https://cdan.nhtsa.gov/. To report a vehicle safety-related problem or to inquire about safety information, contact the Vehicle Safety Hotline at 888-327-4236 or www.nhtsa.gov/report-a-safety-problem.

Fact sheets available from NCSA are *Alcohol-Impaired Driving, Bicyclists and Other Cyclists, Children, Large Trucks, Motorcycles, Occupant Protection in Passenger Vehicles, Older Population, Passenger Vehicles, Pedestrians, Rural/Urban Comparison of Traffic Fatalities, School-Transportation-Related Crashes, Speeding, State Alcohol-Impaired-Driving Estimates, State Traffic Data, Summary of Motor Vehicle Crashes,* and *Young Drivers*. The fact sheets and annual *Traffic Safety Facts* reports can be found at https://crashstats.nhtsa.dot.gov/.

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GES OPERATIONS

Data from the National Automotive Sampling System (NASS) General Estimates System (GES) were obtained from a nationally representative probability sample selected from all police-reported crashes. The NASS GES system began operation in 1988 and ended in 2015. To be eligible for the GES sample, a PCR must be completed for the crash, and the crash must involve at least one motor vehicle traveling on a trafficway and must result in property damage, injury, or death. Although various sources suggest that about half the motor vehicle crashes in the country are not reported to police, the majority of these unreported crashes involve only minor property damage and no significant personal injury. By restricting attention to police-reported crashes, the GES concentrated on those crashes of greatest concern to the highway safety community and the general public.

GES data collectors made weekly visits to 410 police jurisdictions in 60 sites across the United States, where they randomly sampled about 55,000 PCRs per year. The collectors obtained copies of the PCRs and sent them to the NASS quality control centers for coding. No other data were collected beyond the selected PCRs—no driver license, vehicle registration, or medical information was obtained.

Trained data entry personnel interpreted and coded data directly from the PCRs into an electronic data file. Approximately 90 data elements were coded into a common format. Some elements were modified every other year to meet the changing needs of the highway safety community. To protect individual privacy, no personal information (names, addresses, specific crash locations) was coded. During data coding, the data were checked electronically for validity and consistency. After the data file was created, further quality checks were performed on the data through computer processing and by the data coding supervisors.

RQ24-008 000792 LC

Exhibit 18

July 9, 2021 **NHTSA ID NUMBER: 11424044**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11424044

Incident Date July 5, 2021

Consumer Location GERMANTOWN, MD

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

UNKNOWN I purchased a new 2021 Ford Bronco from the Ford dealership in Gaithersburg, MD in May 2021. On June 24th with 700 miles on the odometer I began a cross country drive to Wisconsin for a family vacation. Spent the week up North in Minocqua. Returned to Oconomowoc WI for the 4th of July weekend. On Monday July 5th my 15 year old nephew and I began the drive back to MD. Around 3:00pm we ma de our first stop at a convenience center in Elkhart IN. I parked my car and we went in to use the restrooms, while in the restroom my nephew heard someone say that there was a car on fire in the parking lot. It was my Ford Bronco. A total loss. I had no notice of any sort of issue with the vehicle.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	BRONCO SPORT	2021

February 25, 2022 **NHTSA ID NUMBER: 11454100**

Components: ELECTRICAL SYSTEM, ENGINE, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11454100

Incident Date February 15, 2022

Consumer Location FERNDALE, MI

Vehicle Identification Numbe [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

I started my car on 2/15. Drove about .5 miles down the street through a fast food place. Drove another .9 miles down the street. I heard a pop and pulled over immediately and the car was already on fire. The car had around 3542 miles on it. I had just leased it in September. Ford says this was the only vehicle that this has happened too. The inspection is happening with the insurance company as well as Ford Motor Company. No prior issues and no warning signs on the car before the fire.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	BRONCO SPORT	2021

August 10, 2022 NHTSA ID NUMBER: 11478717

Components: ENGINE

NHTSA ID Number: 11478717

Incident Date August 5, 2022

Consumer Location BRISTOL, TN

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

Within seconds of parking and turning off my vehicle I heard a loud pop and saw gray smoke billowing out from under the hood of my 2021 Ford Bronco Sport. Within 10 minutes the entire vehicle was engulfed in flames and destroyed two other vehicles and did additional property damage. The fire investigator stated that the fire started in the lower right front of the engine compartment but many of the parts were now incinerated including the aluminum wheels that melted into a puddle. No warning lamps or other indicators were present. Insurance representatives are currently inspecting the vehicle.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	BRONCO SPORT	2021

Exhibit 19

July 19, 2021 **NHTSA ID NUMBER: 11425426**

Components: ENGINE

NHTSA ID Number: 11425426

Incident Date June 21, 2021

Consumer Location NEW BAVARIA, OH

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

The contact's daughter owned a 2021 Ford Escape. The contact stated that while her daughter was driving at an unknown speed, the coolant warning light illuminated. As the contact's daughter began to pull over, she began to lose control of the vehicle as a black smoke started coming from the engine. The vehicle caught on fire once the contact's daughter had exited the vehicle. The fire department arrived at the scene and was able to extinguish the fire. A fire report was filed. There was no injury reported. Due to the failure, the vehicle was initially towed to a tow yard however, the current location of the vehicle was unknown. The contact's daughter notified the dealer of the failure and a week later and she was informed that an investigation would be started. The manufacturer was not notified of the failure. The vehicle was destroyed. The failure mileage was unknown.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2021

July 27, 2021 **NHTSA ID NUMBER: 11426742**

Components: FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11426742

Incident Date July 16, 2021

Consumer Location FARMINGTON HILLS, MI

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

Vehicle was being driven down the road. Vehicle stalled. Check engine light came on. Attempted to restart vehicle but vehicle stalled again. Smelled fuel. Heard a boom then fire ignited. Fire came from the underside of vehicle and flames were rising on driver side of vehicle with black smoke. Attempted to exit vehicle from driver side door but was unable to do so due to flames. Crawled over to passenger side of vehicle and exited the vehicle. Fire department extinguished the fire with water. Fire reignited and fire department extinguished fire again. Insurance company inspected the vehicle but was unable to determine root cause of fire.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2021

January 12, 2022 NHTSA ID NUMBER: 11447232

Components: UNKNOWN OR OTHER, ENGINE, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11447232

Incident Date January 8, 2022

Consumer Location DETROIT, MI

Vehicle Identification Numbe [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

While driving on the interstate a fire started under the hood and shortly after smoke entered the driver cabin. Luckily I was able to pull over and get out of the vehicle before the fire reached the driver cabin. It is going to be investigated by a company hired by AAA, the appraiser from the insurance company was not able to find a cause due to the fire damage being too bad. The first warning message was engine coolant overtemperature and a couple of others followed.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2021

February 20, 2022 **NHTSA ID NUMBER: 11453130**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11453130

Incident Date February 18, 2022

Consumer Location FARMINGTON HILLS, MI

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

It was a four month old car. I was driving and the engine coolant light came on. I traveled an additional 1/4 of a mile and another driver pulled up next to me and said that my car was on fire. I pulled off to the side of the road, and within about a minute, the entire car was engulfed in flames. I was fortunate to get out of the vehicle uninjured, and I promptly notified the deal of what had happened.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2021

April 12, 2022 **NHTSA ID NUMBER: 11460598**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11460598

Incident Date April 12, 2022

Consumer Location SALEM, OR

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No	My vehicle 2021 Ford Escape caught fire
FIRE	Yes	
INJURIES	0	
DEATHS	0	

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2021

July 11, 2022 **NHTSA ID NUMBER: 11473395**

Components: UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11473395

Incident Date April 5, 2022

Consumer Location KINGMAN, AZ

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

I was driving down the road and the car stated to stall. I noticed white smoke in my review mirror. I started to pull over and I got a warning message that said I had zero oil pressure and the engine shut down. I costed off the road into a pull off. When we got out of the car there was a fire in the engine compartment. As we were out in the middle of no where it took the local voulunteer fire depart 25 minutes to respond. In that time the car was a total loss. I did not hit anything in the road and I was drive around 60 mph at the time this started.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2021

Exhibit 20

July 9, 2022 NHTSA ID NUMBER: 11473105

Components: FIRERELATED

NHTSA ID Number: 11473105

Incident Date July 3, 2022

Consumer Location ANN ARBOR, MI

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

On July 3, 2022 I drove my wife's 2020 Ford Escape 4 DR SEL AWD from Ann Arbor, MI to Jackson, MI. I parked the car, with all for windows down, under a tree in the shade close to 726 N East Ave in Jackson, MI. After approximately 45 minutes after my arrival, I was alerted by a neighbor screaming "Is this your car? There is smoke coming from the windows." I ran to the street to see huge orange flames coming from all four windows. Our car apparently had caught on fire after I had shut the car off. Based on a policeman's opinion the components that had malfunctioned were located behind the dash, primarily the electrica wiring/components. The safety of my wife, myself, and any other individual riding in the car were potentially jeopardized due to the random onset of the fire; should I have been driving I potentially could've suffered burns; should I've parked the car next to a house or another car fire damage to those objects would have resulted. There has been no confirmation by the dealer of this type of fire in similar models. Ford Motor Company is conducting an investigation presently. There was no indication of malfunction at the time I exited the vehicle.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	ESCAPE	2020

Exhibit 21

July 26, 2022 NHTSA ID NUMBER: 11475881

Components: ENGINE, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11475881

Incident Date July 25, 2022

Consumer Location ARMADA, MI

Vehicle Identification Number [redacted]

Summary of Complaint

CRASH	No
FIRE	Yes
INJURIES	0
DEATHS	0

The driver was on M53 near Armada around 5pm today, July 25, 2022. The owner was driving down the road another vehicle pulled up next to her and told her the vehicle was on fire. The driver was able to exit the vehicle and took the photo (unable to upload photo). Owner called 911 and fire department was able to extinguish the fire.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
FORD	BRONCO SPORT	2022

From: [redacted]
To:
Cc:
Subject: Dealer/Fleet Request For OGC Review
Date: Tuesday, January 24, 2023 11:43:39 AM

Dealer/Fleet Request For OGC Review	
Dealership/Fleet Name:	Hull Dobbs Ford
Requesting Dealer/Fleet:	HULLDOBBS FROD
P&A Code:	00230
Contact Person:	[redacted]
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Region:	
Address:	
City:	
State:	
Zip Code:	
CUSTOMER/VEH	
Warranty Start Date:	1/5/2023
Vehicle Year:	2023
Vehicle Model:	ESCAPE
Vehicle VIN:	[redacted]
Mileage:	
Customer/Fleet Name:	
Street Address:	
City:	
State:	
Zip Code:	
Home Phone:	
Work Phone:	
Email Address:	
Region:	ATL
DETAILS OF INCIDENT	

Incident Involves:	Fire
Date of Incident:	2023-01-06
County in which incident occurred:	JEFFERSON
Is customer alleging a component defect CAUSED the incident?	Yes
If yes, what type & details: **If no, refer to Escalated Concern Handling section of the Customer Handling Roadmap**	CUSTOMER HEARD POP AND THE VEHICLE WAS IN FLAMES
Was a police report filed?	Yes
If yes, where:	BIRMINGHAM POLICE
Has the insurance company been contacted?	Yes
What did the insurance compan advise?	THEY HAVE COLLECTED THE VEHICLE/WRAP VEHICLE / [redacted]
Name and phone number of owner' insurance compan & agent's name:	[redacted]
If the vehicle is a conversion unit, who is the coach builder?	
City:	
State:	
Zip Code:	[redacted]
Vehicle Location:	
Attorney Information (if applicable):	
CVO Contact (if	

applicable - Fleet Only):	
RESOLUTION THAT CUSTOMER IS SEEKING:	REPURCHSE VEHICLE
COMMENTS:	VEHICLE IS CONSUMED BY FIRE

GEICO
geico.com

GEICO Casualty Company

One Geico Center
Macon, GA 31296-0001

2/23/2023

Ford

Po Box 6248
Dearborn, MI 48121-6248

Company Name:
Claim Number:
Loss Date:
Policyholder:
Claimant Claim Number:
Claimant Policy Number:
Claimant Vehicle:
Claimant Driver:

Dear Ford,

Our investigation shows your insured to be at fault in this accident.

This letter serves as our first notice of our subrogation claim and constitutes our sincere effort to settle the claim prior to arbitration. As repair or replacement of our insured's vehicle is underway, our payment recovery package will be forwarded to you as soon as it is completed.

Should you have any questions or concerns, please contact me at the number below.

Sincerely,

Ly Southerland
478-744-5652
Claims Department

GOVERNMENT EMPLOYEES INSURANCE COMPANIES

Vehicle Fire Questionnaire

Claim Number	[redacted]
Policy Number	
Date of Loss	01/06/2023

POLICYHOLDER/OWNER INFORMATION

Name o [redacted]
Residen
Telepho
How lon
Previou
Employe
Address:
Occupa
Social S
Insured'
Marital
Spouse'

Address: *(If different from residence address)* _____
Street *City* *State* *Zip Code*

Telephone Number: *Home:* _____ *Business:* _____

Employer: _____

Address: _____
Street *City* *State* *Zip Code*

Occupation: _____

Spouse's Social Security Number: _____

Spouse's Driver's License Number: _____ Registered State: _____

Drivers Residing In Household

NAME/RELATION	*SEX*	*DATE OF BIRTH*	*DRIVER'S LICENSE NUMBER*
	Male Female		
	Male Female		
	Male Female		

Other Vehicles Located At Residence Address

YEAR	*MAKE*	*MODEL*	*PLATE NO.*	*INSURANCE COMPANY*

VEHICLE DESCRIPTION

VE [redacted]
Stat
Year
CHE

Body Style: ☐ 2dr ☑ 4dr ☐ Lift/Hatchback ☐ Convertible ☐ Wagon ☐ Van ☐ Pickup Other: _____

Engine Detail: Size: _____ Cylinders: ☐3 ☑4 ☐5 ☐6 ☐8 ☐12 ☐Turbo ☐Diesel

Transmission: ☑Automatic ☐6 Speed ☐5 Speed ☐4 Speed ☐3 Speed Optional: ☐Override ☐Overdrive ☑4 Wheel Drive

POWER OPTIONS	DÉCOR/CONVENIENCE	RADIO	ROOF OPTIONS	MOTORCYCLES
☐Pwr Steering	☐Air Conditioning	☐AM	☐Vinyl Roof	☐Headers
☐Pwr Brakes	☐Rear Defogger	☐FM	☐Electric Steel	☐Full Fairing
☐Pwr Windows	☐Tilt Wheel	☐Stereo	☐Electric Glass	☐Plexi-Faring
☐Pwr Locks	☐Cruise Control	☐Cassette	☐Manual Steel	☐Custom Seat
☐Pwr Drive Seat	☐Leather Seats	☐Seek/Scan	☐Manual Glass	☐Saddle Bags
☐Pwr Pass Seat	☐4 Whl Disk Brakes	☐CB Radio	☐Flip Roof	☐Travel Trunk
☐Air Bag	☐Telescopic Wheel	☐Telephone	☐T-Tops	☐Engine Guard
☐Anti-Lock Brakes	☐Auto Load Level	☐Anti-Theft Device	☐Roof Rack	☐Case Guard
	☐3rd Seat (wagons only)	☐CD Player	☐Soft Top	☐Back Rest
	☐Wire Wheels		☐Hard Top	
	☐Wire Wheel Cover			

(Continued)

VEH. DESC.

OTHER OPTIONS

☐ Step Bumper	☐ Deep Tinted Glass	☐ Trailering Package
☐ Sliding Rear Window	☐ Dual Air Conditioning	☐ Eight Passenger
☐ Auxiliary Fuel Tank	☐ Running Boards	☐ Roll Bar
☐ Sport Wheels	☐ Fog Lights	☐ Tool Box (Permanent)
☐ 2-Tone Paint	☐ Bedliners	☐ Grill Guards
☐ Deluxe 2-Tone Paint	☐ Chrome Bed Rails	☐ Positraction
☐ Customizing (Interior/Exterior)		

Any Additional Options _____

SALES DATA

Purcha
Paid B
Seller's
A
Tax Pa
Lienhol
A
T
A

[redacted]

Last Payment: $ 0 Date: _____

Has vehicle been repossessed? ■ NO ☐ YES

Are payments up to date? ■ YES ☐ NO Lienholder notified of FIRE? ☐ YES ■ NO

Other outstanding loans? ■ NO ☐ YES *With Whom?* _____

Amount? $ _____

Owner(s) as shown on title: Mandisa R Long

SERVICE

Name of Service Station: _____ Telephone Number: _____

Address of Service Station: _____
Street *City* *State* *Zip Code*

Date of Last Service: _____ Work Performed: _____

List any work performed since purchase other than tune-up, oil, grease: _____

When & Where Repaired: _____

PRIOR DAMAGE

Has vehicle been involved in any losses since its purchase? ☐ NO ■ YES

Date of Loss: 01/06/2023 Location: Birmingham Al

Type of Loss: Fire

Damages/Area: Fire

Amount: $ 32992.49 Repairs Completed? ■ NO ☐ YES

Insurance Company: _____

Repair Shop Name: _____ Telephone Number: _____

Address: _____
Street *City* *State* *Zip Code*

Was there any unrepaired body or mechanical damage on the vehicle prior to the fire? ■ NO ☐ YES

If "YES" list damages: _____

FIRE INFO.

Who had custody of vehicle at the time of the fire? (If other than insured, complete part 1) Mandisa Long

Exact location of fire: (If subro, complete part 2) Pass light in the intersection of Lakeshore pkwy and west oxmoor rd

Reason car at location: Driving to work

Date and time vehicle last seen before fire: 01/06/2023 04:50 AM A.M. ☐ P.M. ☐

Date and time fire was discovered: 01/06/2023 04:45 AM A.M. ☐ P.M. ☐

How many set of keys? 2 Who has extra keys? Spouse

Are there any keys missing? ☐ NO ■ YES

Were there any keys in or upon the vehicle? ☐ NO ■ YES Where? Cup holder

Was the vehicle locked? ■ NO ☐ YES Alarm in use? ■ NO ☐ YES? ☐ N/A

(Continued)

FIRE INFORMATION

Briefly describe activity 24 hours prior to fire:
Left dealership between 8 and 9 pm drove home parked it until 4:15 am travelled to work until incident occurred

Briefly describe activity 24 hours after fire:
Towed

Have you or any member of your family ever had a vehicle fire? ■ NO ☐ YES

If yes, Date: 01/06/2023 Location: Birmingham Alabama Insurance Company: Geico

Do you have any other Insurance on the vehicle? ☐ NO ■ YES Easy gap gold

Do you have a Homeowners ☐ or Tenants ☐ Policy?

Is the vehicle that is reported legally registered and titled at the Department of Motor Vehicles that issued the title and plates?

☐ YES ■ NO

If the identity of the person or persons responsible for the fire of this vehicle is established, are you willing to prosecute that person or persons? ■ YES ☐ NO

When was your last insurance claim: _____

Name of Company: _____

POLICE/FIRE DEPT. INFO.

Who notified the Fire Dept.?
Owner

Fire Dept.: Birmingham Address: _____
Street City State Zip Code

Case Number: _____ Officer: _____ Badge Number: _____

Date and time fire reported: _____ Time: _____

Fire loss reported to: _____ Insurance Company

Date 01/06/2023 Time: 04:30 AM

To Whom _____

PART 1

IF VEHICLE WAS LOANED OR BORROWED:

Name: _____ Telephone Number: _____

Address: _____
Street City State Zip Code

Relationship: _____ Purpose: _____ Does borrower own a vehicle? ☐ YES ☐ NO

If yes: Vehicle Year: _____ Make: _____ Model: _____ License Plate Number: _____

Insurance Company: _____

PART 2

SUBROGATION:

If the vehicle was parked in a garage or parking lot, identification of place of fire:

_____

Address: _____

Insurance Company: _____

Ticket Number: _____

Lease: _____

Stub Number: _____ Who parked the car? _____

Who was given possession of keys – Attendant: _____

(Continued)

PERSONAL EFFECTS	IF THERE WERE ANY PERSONAL ITEMS IN YOUR VEHICLE THAT WERE DAMAGED OR DESTROYED AND IF YOUR POLICY PROVIDES COVERAGE FOR PERSONAL EFFECTS, PLEASE COMPLETE THIS SECTION: (LIMIT $200.00) **LIST ITEMS** — **VALUE OF EACH ITEM** NOTE: LOSS TO ANY TAPE, WIRE, RECORD DISC OR OTHER MEDIUM FOR USE WITH A DEVICE DESIGNED FOR THE RECORDING AND/OR REPRODUCTION OF SOUND IS NOT COVERED. (OTHER EXCLUSIONS MAY APPLY)

I swear that the above four (4) pages are true and correct to the best of my knowledge.

[redacted]

GEICO CASUALTY COMPANY

Huntsville, AL
Request a supplement:
CCC Facility: Use CCC Estimate Share
Non-CCC Facility: partners.geico.com

One GEICO Center
Macon, GA 31217
Phone: (800) 841-2920
Fax: (202) 354-4691

Claim #: 0511283530101042-01
Workfile ID: e915b76d

Estimate of Record

Written By: VICTOR 'KYLE' JACKSON, 1/12/2023 4:14:26 PM
Adjuster: Jackson, Kyle

[redacted]

VEHICLE

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

VIN:	[redacted]	Production Date:	11/2022	Interior Color:	gray
License:		Odometer:	18	Exterior Color:	ICONIC SILVER
State:		Condition:			

TRANSMISSION	Intermittent Wipers	Search/Seek	SEATS
Automatic Transmission	Tilt Wheel	Auxiliary Audio Connection	Cloth Seats
POWER	Cruise Control	Satellite Radio	Bucket Seats
Power Steering	Rear Defogger	SAFETY	Reclining/Lounge Seats
Power Brakes	Keyless Entry	Drivers Side Air Bag	WHEELS
Power Windows	Message Center	Passenger Air Bag	Aluminum/Alloy Wheels
Power Locks	Steering Wheel Touch Controls	Anti-Lock Brakes (4)	PAINT
Power Mirrors	Rear Window Wiper	4 Wheel Disc Brakes	Clear Coat Paint
DECOR	Telescopic Wheel	Traction Control	Metallic Paint
Dual Mirrors	Backup Camera	Stability Control	OTHER
Privacy Glass	Remote Starter	Front Side Impact Air Bags	Rear Spoiler
Console/Storage	RADIO	Head/Curtain Air Bags	California Emissions
Overhead Console	AM Radio	Hands Free Device	
CONVENIENCE	FM Radio	Blind Spot Detection	
Air Conditioning	Stereo	Lane Departure Warning	

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	FRONT BUMPER & GRILLE								
2			O/H front bumper					3.5	
3	<>	Repl	Bumper cover w/o auto park	LJ6Z17D957AAPTM	1	709.53		Incl.	3.0
4		Repl	RT Upper bracket	LJ6Z17C946A	1	15.58		0.2	
5		Repl	LT Upper bracket	LJ6Z17C947A	1	18.77		0.2	
6	**	Repl	A/M CAPA RT Side cover w/o fog lamps	FO1039196C	1	32.00		Incl.	
7	**	Repl	A/M CAPA LT Side cover w/o fog lamps	FO1038196C	1	32.00		Incl.	
8		Repl	Deflector	LJ6Z8310AB	1	114.37		Incl.	
9		Repl	Lower cover w/o auto park	LJ6Z17D957A	1	230.87		Incl.	
10	**	Repl	A/M CAPA Molding	F4982	1	135.38		Incl.	
11		Repl	LT Bumper bracket	LX6Z17B750A	1	189.23			
12	*	Repl	LKQ Grille Black mesh +25%	EE0599	1	812.50		Incl.	
13		Repl	Reinforcement	LJ6Z17C897AA	1	162.15		Incl.	
14		Repl	Wire harness w/o auto park w/o fog lamps	MX6Z15K867AF	1	163.50		Incl.	
15	FRONT LAMPS								
16	**	Repl	RECOND RT Headlamp assy w/o projector lamp	114-11240R	1	800.00		Incl.	
17			Aim headlamps					0.5	
18	**	Repl	RECOND LT Headlamp assy w/o projector lamp	114-11241L	1	809.00		Incl.	
19	RADIATOR SUPPORT								
20	**	Repl	A/M CAPA Lower tie bar	FO1225269C	1	116.00		1.3	
21		Repl	RT Reinforce bar	LX6Z7810124E	1	207.28		0.2	
22		Repl	LT Reinforce bar	LX6Z7810125E	1	210.15		0.2	
23		Repl	Radiator support	LX6Z5816146F	1	235.28		4.1	
24	**	Repl	A/M Center duct	FO1206120	1	151.00		Incl.	
25	**	Repl	A/M CAPA Lower deflector	F5463	1	93.85		Incl.	
26	**	Repl	A/M Lower shield 1.5 liter FWD	FO1228177	1	44.00		Incl.	
27	COOLING								
28		Repl	Radiator	MX6Z8005B	1	209.25	m	Incl.	
29	*	Repl	LKQ Fan assy +25%	EE0599	1	281.25	m	Incl.	
30	AIR CONDITIONER & HEATER								
31	**	Repl	A/M Condenser	30172	1	181.54	m	Incl.	
32			AC Service evacuate & recharge				m	1.4	
33			AC Service refrigerant recovery				m	0.4	
34	HOOD								
35	**	Repl	A/M CAPA Hood	FO1230338C	1	743.00		1.2	2.8
36			Overlap Major Non-Adj. Panel						-0.2
37			Add for Underside(Complete)						1.4
38		Repl	Insulator	LJ6Z16738B	1	118.47		Incl.	

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

39		Repl	RT Hinge	LJ6Z16796A	1	38.25		0.6	0.3
40		Repl	LT Hinge	LJ6Z16797A	1	38.25		0.6	0.3
41		Repl	Latch	LJ6Z16700B	1	71.67		Incl.	
42		Repl	Release handle	JX7Z16916AB	1	16.03			
43		Repl	Release cable	LJ6Z16916G	1	40.00		0.8	
44	FENDER								
45	**	Repl	A/M CAPA RT Fender	FO1241329C	1	165.00		2.2	2.2
46			Overlap Major Adj. Panel						-0.4
47			Add for Edging						0.5
48	**	Repl	A/M CAPA LT Fender	FO1240329C	1	165.00		2.2	2.2
49			Overlap Major Adj. Panel						-0.4
50			Add for Edging						0.5
51	**	Repl	A/M CAPA RT Fender liner	FO1249205C	1	59.00		Incl.	
52		Repl	LT Fender liner	LJ6Z16103J	1	76.75		Incl.	
53	**	Repl	A/M RT Wheel opng mldg	FO1291138	1	86.00		Incl.	
54	**	Repl	A/M LT Wheel opng mldg	FO1290138	1	85.00		Incl.	
55	ELECTRICAL								
56		Repl	Battery 470 amp	BXT99RT4A	1	149.95	m	0.4	
57		Repl	Battery tray	JX6Z10732D	1	30.00		0.2	
58		Repl	Wire harness front 1.5 liter, FWD	LX6Z14290CH	1	781.67			
59		Repl	Wire harness instrument panel w/o dual zone AC	LX6Z14401AA	1	570.00			
60		Repl	Engine harness 1.5 liter FWD	JX7Z12A581AA	1	378.33			
61		Repl	Top cover	JU5Z14A003E	1	10.62			
62	STEERING GEAR & LINKAGE								
63		Repl	Gear assy 1.5, 2.0 liter	LX6Z3504CA	1	492.73	m	3.2	
64	STEERING COLUMN								
65			O/H steering column				m	3.0	
66	*	Repl	LKQ Column assy 1.5, 2.0 liter to 10/12/2021 +25%	EE0599	1	175.00	m	Incl.	
67		Repl	Lower shaft	LX6Z3B676L	1	213.33		0.2	
68		Repl	Upper clmn cover w/keyless start	LJ6Z3530BA	1	49.83	m	Incl.	
69		Repl	Lower clmn cover w/keyless start	LJ6Z3530BB	1	73.50	m	Incl.	
70		Repl	Signal switch	LB5Z13341BA	1	91.17	m	Incl.	
71	STEERING WHEEL								
72		Repl	Steering wheel w/o leather w/o shift paddle	LJ6Z3600BC	1	408.33	m	Incl.	
73	COWL								
74		Repl	Cowl grille	LJ6Z78018A16AC	1	169.17		Incl.	
75		Repl	Lower panel	JX6Z58016B26A	1	130.77		6.5	1.5
76			Clear Coat						2.5
77		Repl	Dash panel	LX6Z7801610P	1	308.42		9.5	1.5
78		Repl	Inner panel 1.5, 2.0 liter	LX6Z7801610C	1	343.80			0.7
79			Overlap Minor Panel						-0.2
80		Repl	RT Reinforcement	LX6Z78016A22A	1	186.97			0.6

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

81			Overlap Minor Panel						-0.2
82		Repl	Insulator	LJ6Z7801670B	1	247.38			
83		Repl	Front insulator 1.5, 2.0 liter	JX6Z5801588C	1	137.13			
84		Repl	Master cylinder	JX6Z2140K	1	148.91	m	0.9	
85	INSTRUMENT PANEL								
86		Repl	Instrument panel w/6 speaker audio w/o keyless start	LJ6Z7804320AC	1	2,098.97		9.0	
87		Repl	Cluster bezel	LJ6Z7804321AA	1	115.80		0.2	
88		Repl	Cluster assy mid-series w/paddle shift	LJ6Z10849BEA	1	529.02		Incl.	
89	SEATS & TRACKS								
90		Repl	RT Seat back cover unique cloth sandstone	NJ6Z7864416BC	1	493.63		Incl.	
91		Repl	RT Seat back frame	JU5Z9661018N	1	419.28		1.1	
92		Repl	RT Headrest cloth sandstone	LJ6Z58611A08AG	1	114.37		Incl.	
93		Repl	LT Seat back cover unique cloth sandstone	NJ6Z7864417BC	1	518.67			
94		Repl	LT Seat cover leatherette sandstone	NJ6Z7862901EA	1	392.72		1.0	
95	MISCELLANEOUS OPERATIONS								
96	#	Repl	Flex Additive		1	3.00	X		
97	#	Repl	Restore Corrosion Protection/Cavity Wax		1	10.00	X	0.2	
98	OTHER CHARGES								
99	#		E.P.C.		1	3.00			
				SUBTOTALS		17,452.37		55.0	18.6

NOTES

Prior Damage Notes:
no pd

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				17,436.37
Body Labor	55.0 hrs	@	$ 55.00 /hr	3,025.00
Paint Labor	18.6 hrs	@	$ 55.00 /hr	1,023.00
Paint Supplies	18.6 hrs	@	$ 36.00 /hr	669.60
Miscellaneous				13.00
Other Charges				3.00
Subtotal				22,169.97
Sales Tax	$ 17,436.37	@	4.0000 %	697.45
Municipal Tax	$ 17,436.37	@	4.0000 %	697.45
County Tax	$ 17,436.37	@	2.0000 %	348.73
Total Cost of Repairs				23,913.60
Deductible				500.00
Total Adjustments				500.00
Net Cost of Repairs				23,413.60

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:
IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:
****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

LOCAL GEICO REPRESENTATIVE.

NOTICE TO THIRD PARTY CLAIMANTS: Failure to use the insurance proceeds in accordance with a security agreement between you and a lienholder, if any, may be a violation of Code Section 16-8-4 of the O.C.G.A. If you have any questions, contact your lending institution.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MK20, CCC Data Date 01/10/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

GEICO honors the prevailing labor rate in your area. If you choose a shop that charges in excess of the prevailing market labor rate, you may be responsible for the difference.

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
6	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1039196C A/M CAPA RT Side cover w/o fog lamps	$ 32.00
7	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1038196C A/M CAPA LT Side cover w/o fog lamps	$ 32.00
10	Empire Auto Parts Sales Sales 6450 Corley Road Peachtree Corners GA 30071 (800) 219-0828	#F4982 A/M CAPA Molding	$ 135.38
12	Pam's Auto Inc - Rcy Sales Number 7505 Ridgewood Road St Cloud MN 56303 (320) 363-0000	#EE0599 LKQ Grille Black mesh +25% GRILLE-MJ6Z8200AB,ASSY,BLK,CHRM - NO INTCHG-YEAR/MAKE/MODEL MATCH ONLY	$ 650.00
16	All Star Auto Lights - TN sales team 201 Gils St SMYRNA TN 37167 (407) 271-8949	#114-11240R RECOND RT Headlamp assy w/o projector lamp	$ 800.00
18	All Star Auto Lights - TN sales team 201 Gils St SMYRNA TN 37167 (407) 271-8949	#114-11241L RECOND LT Headlamp assy w/o projector lamp	$ 809.00
20	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1225269C A/M CAPA Lower tie bar	$ 116.00

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

24	National Autobody Parts Ship DFW Reid Whitesel 2000 E Main Street Grand Prairie TX 75050 (800) 214-7222	#FO1206120 A/M Center duct	$ 151.00
25	Empire Auto Parts Sales Sales 6450 Corley Road Peachtree Corners GA 30071 (800) 219-0828	#F5463 A/M CAPA Lower deflector	$ 93.85
26	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1228177 A/M Lower shield 1.5 liter FWD	$ 44.00
29	Pam's Auto Inc - Rcy Sales Number 7505 Ridgewood Road St Cloud MN 56303 (320) 363-0000	#EE0599 LKQ Fan assy +25% COOLING FAN-ASSY - NO INTCHG-YEAR/MAKE/MODEL MATCH ONLY	$ 225.00
31	Empire Auto Parts Sales Sales 6450 Corley Road Peachtree Corners GA 30071 (800) 219-0828	#30172 A/M Condenser	$ 181.54
35	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1230338C A/M CAPA Hood	$ 743.00
45	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1241329C A/M CAPA RT Fender	$ 165.00
48	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1240329C A/M CAPA LT Fender	$ 165.00

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection ICONIC SILVER

51	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1249205C A/M CAPA RT Fender liner	$ 59.00
53	Hayes Wholesale Parts CHUCK GARNER 719 PIKE ST LAWRENCEVILLE GA 30045 (770) 963-6263	#FO1291138 A/M RT Wheel opng mldg	$ 86.00
54	KEYSTONE-CULLMAN, AL RANDALL USELTON 215 COUNTY ROAD 490 CULLMAN AL 35055 (800) 988-0090	#FO1290138 A/M LT Wheel opng mldg	$ 85.00
66	Pam's Auto Inc - Rcy Sales Number 7505 Ridgewood Road St Cloud MN 56303 (320) 363-0000	#EE0599 LKQ Column assy 1.5, 2.0 liter to 10/12/2021 +25% STEERING COLUMN-LX6Z3C529BC,BARE,BLK,LSS CLKSPRNG - NO INTCHG-YEAR/MAKE/MODEL MATCH ONLY	$ 140.00

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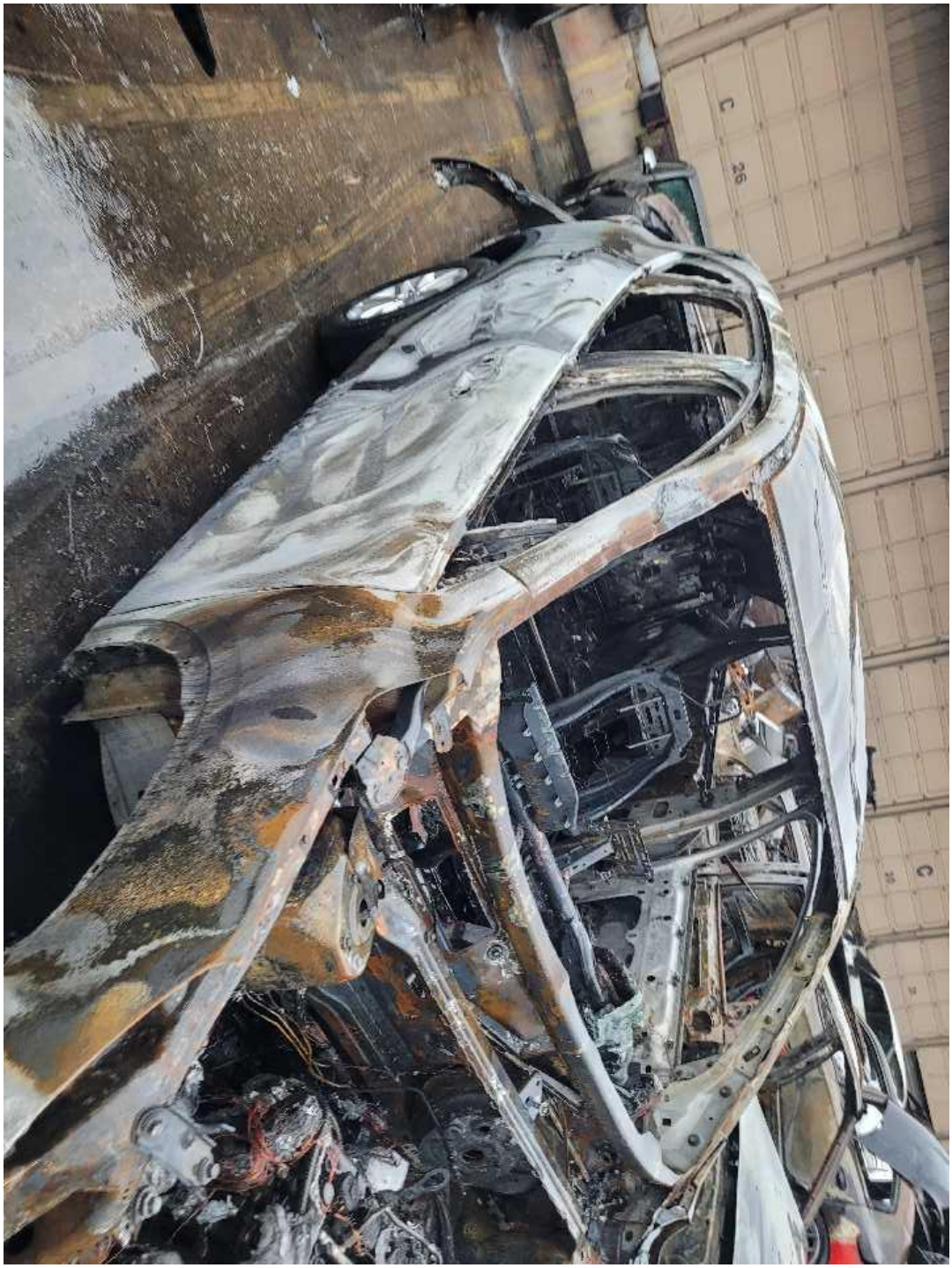

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Wo4n
Contractor Bag
7MIL STRENGTH
HOLD UP TO 110 LBS.
nstruction
caping

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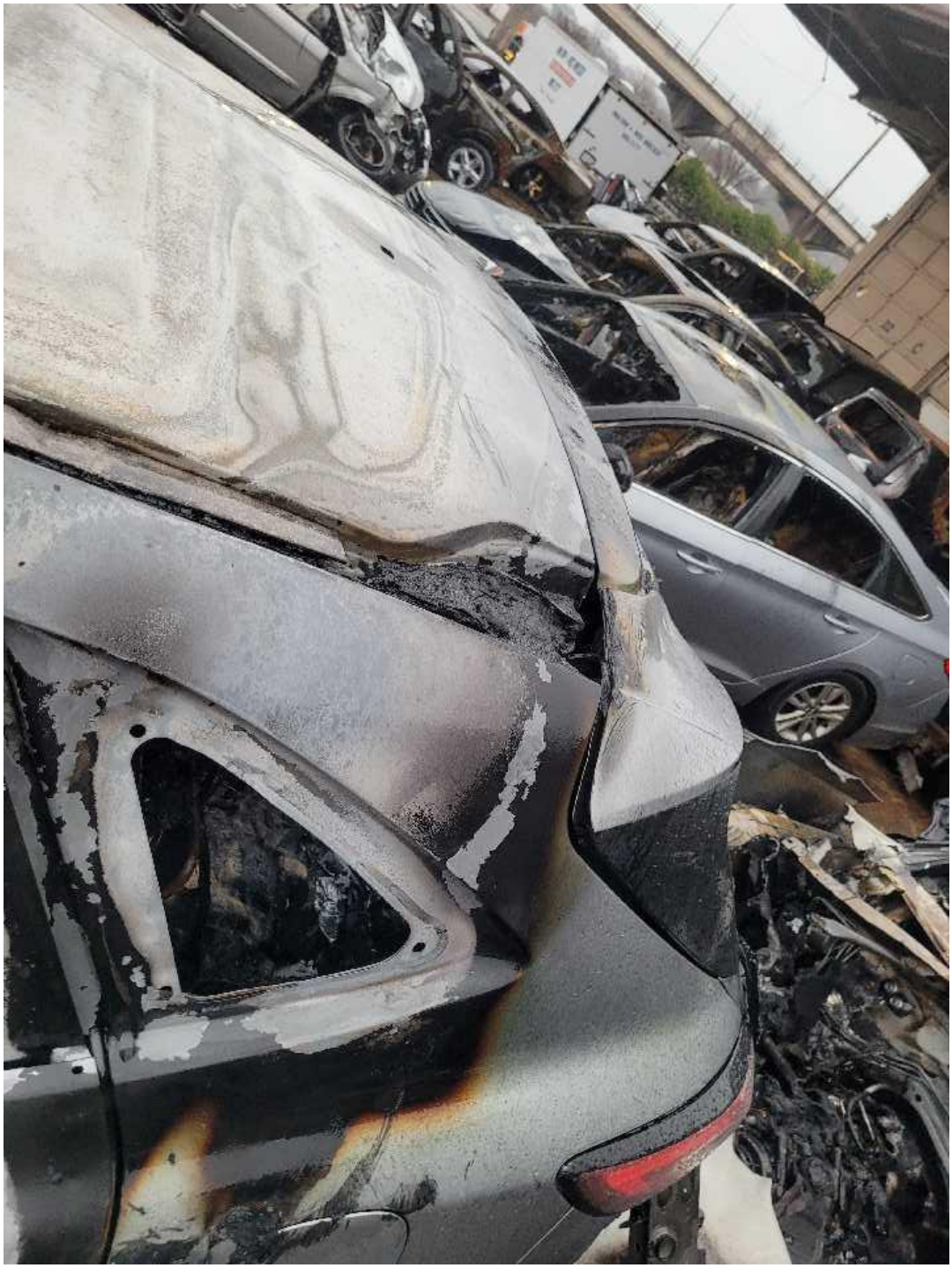

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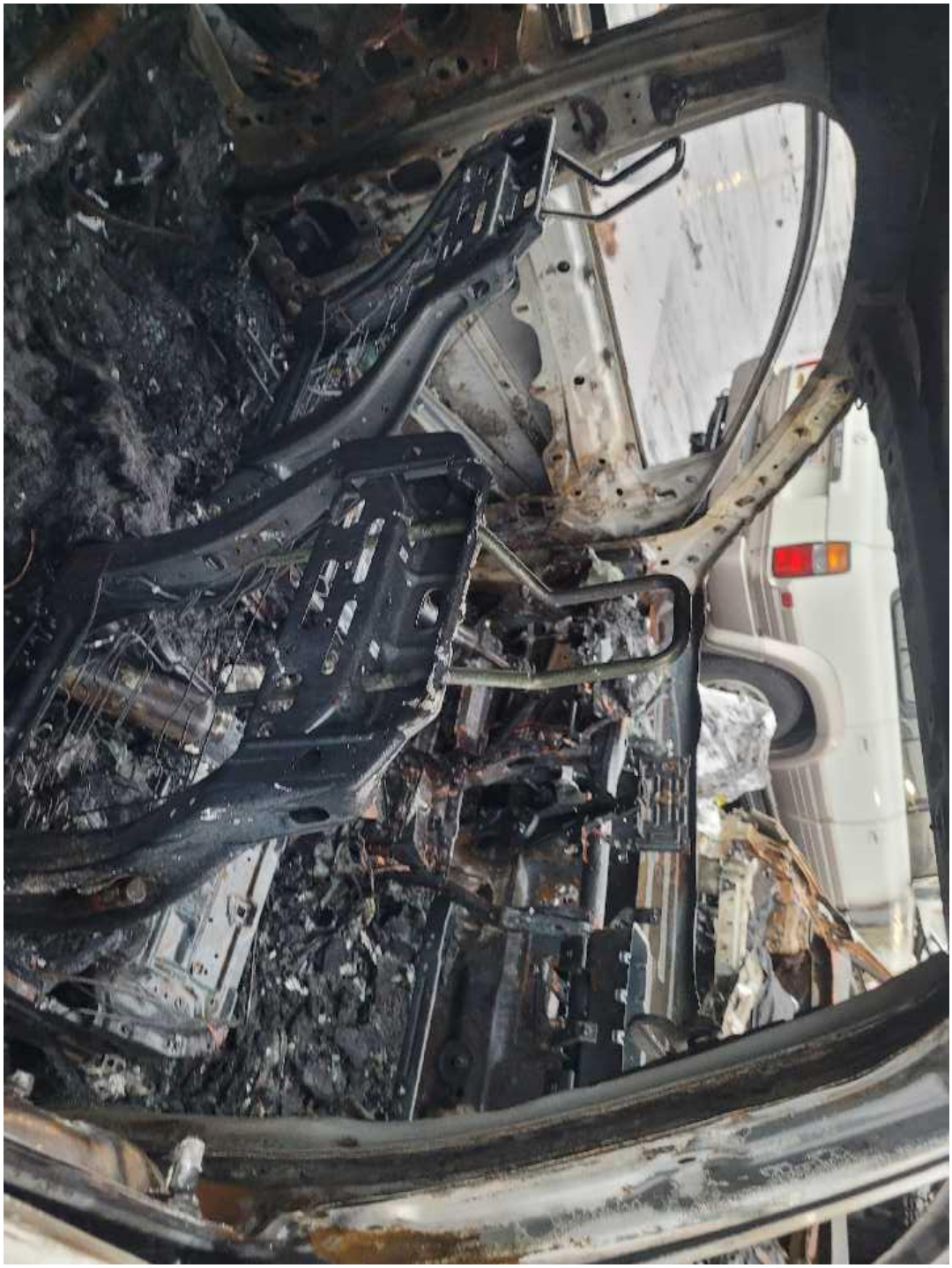
RQ24-008 000834 LC



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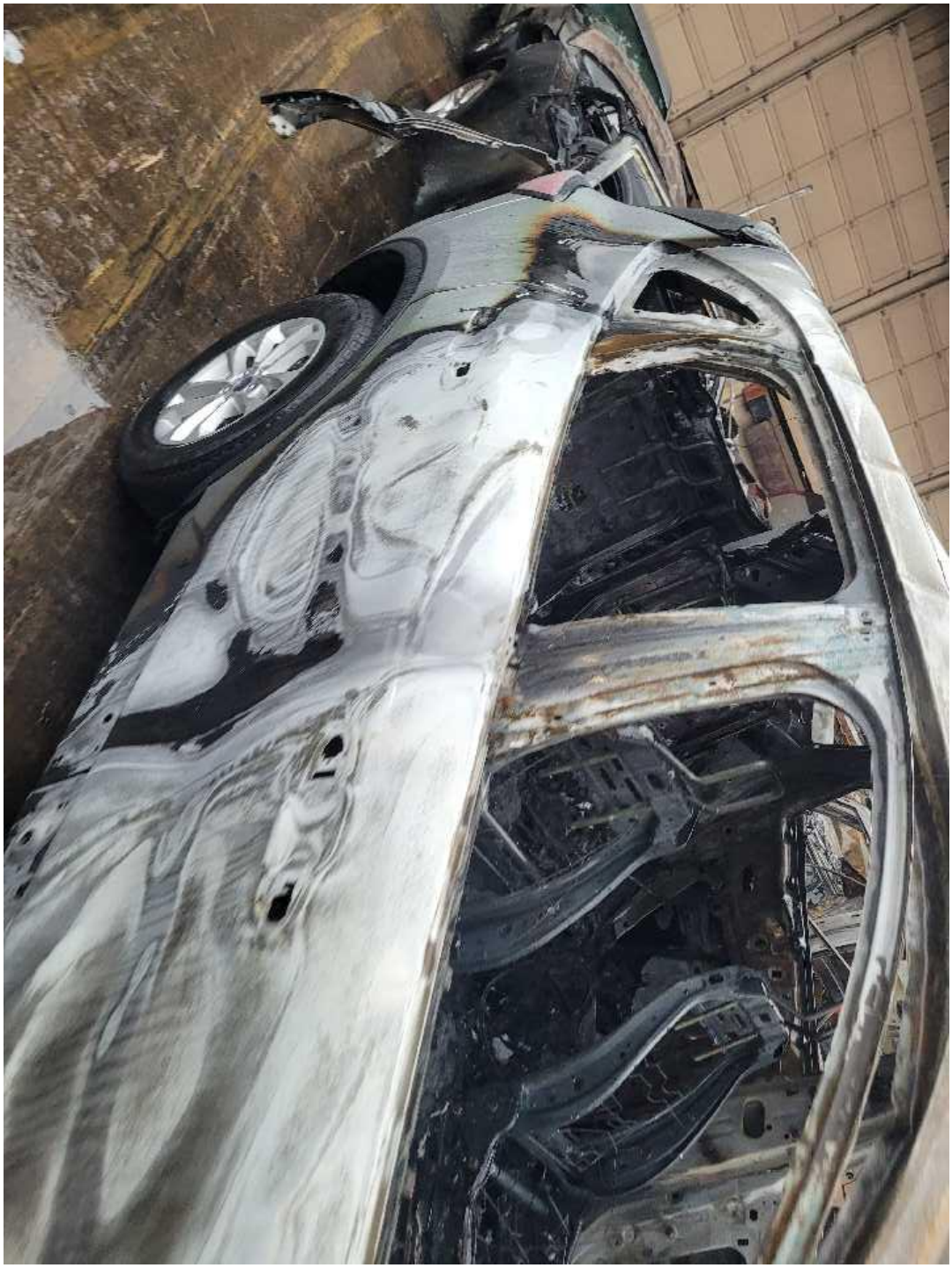

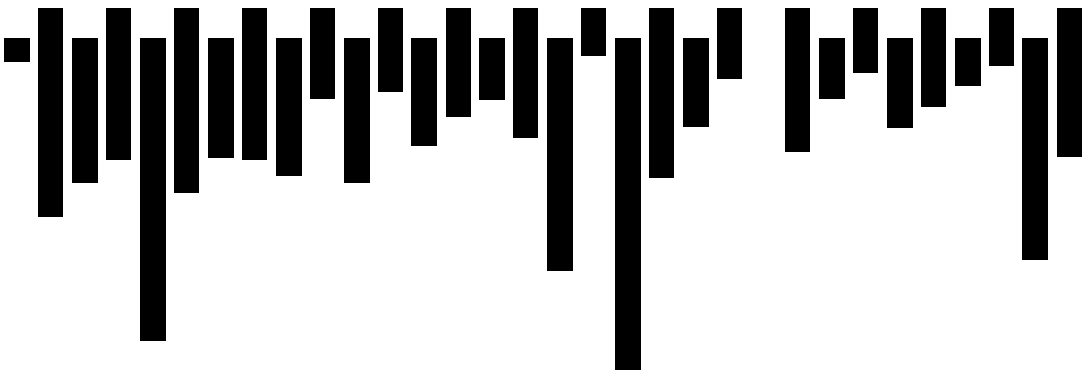

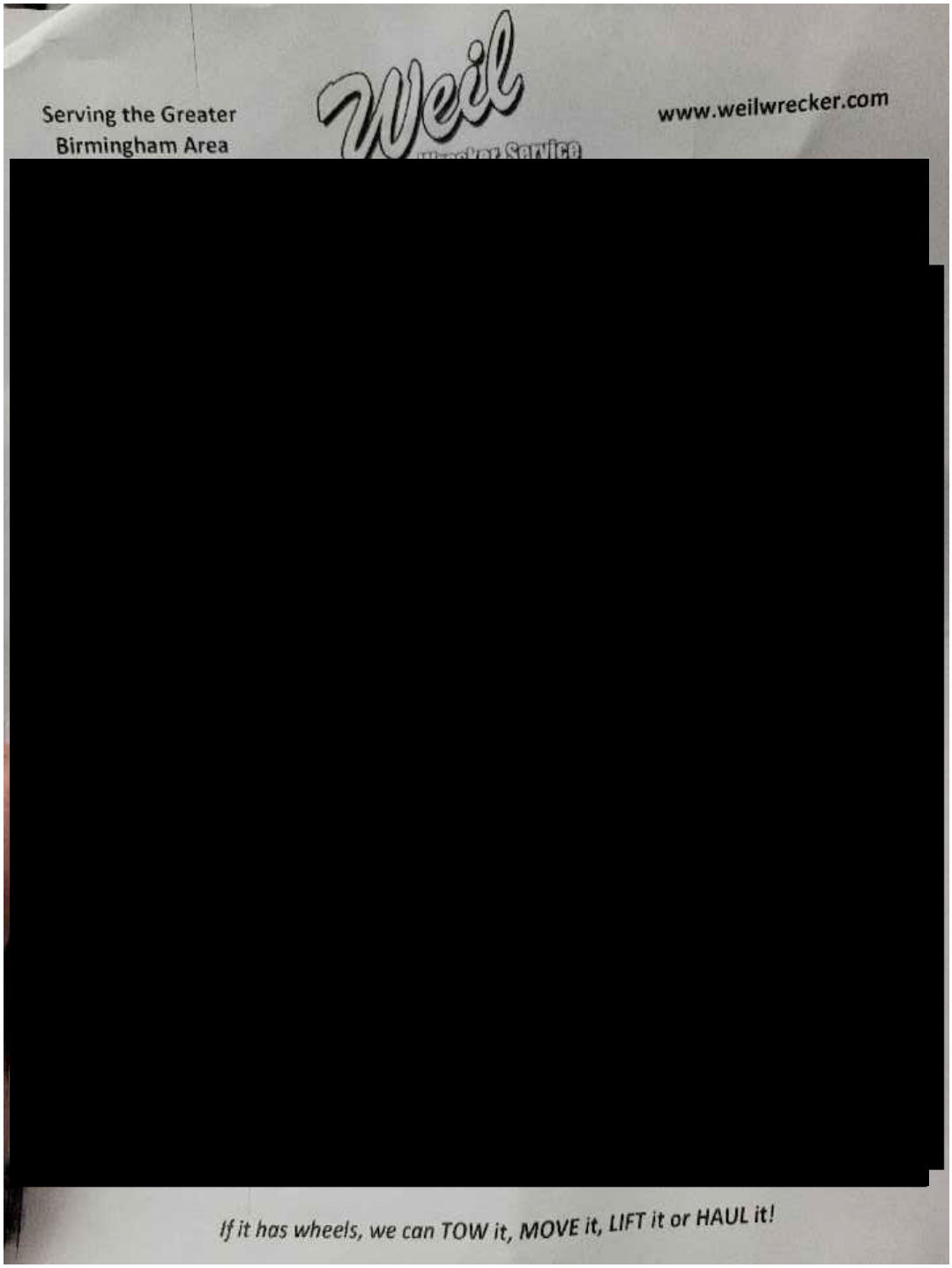
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If it has wheels, we can TOW it, MOVE it, LIFT it or HAUL it!

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RQ24-008 000840 LC

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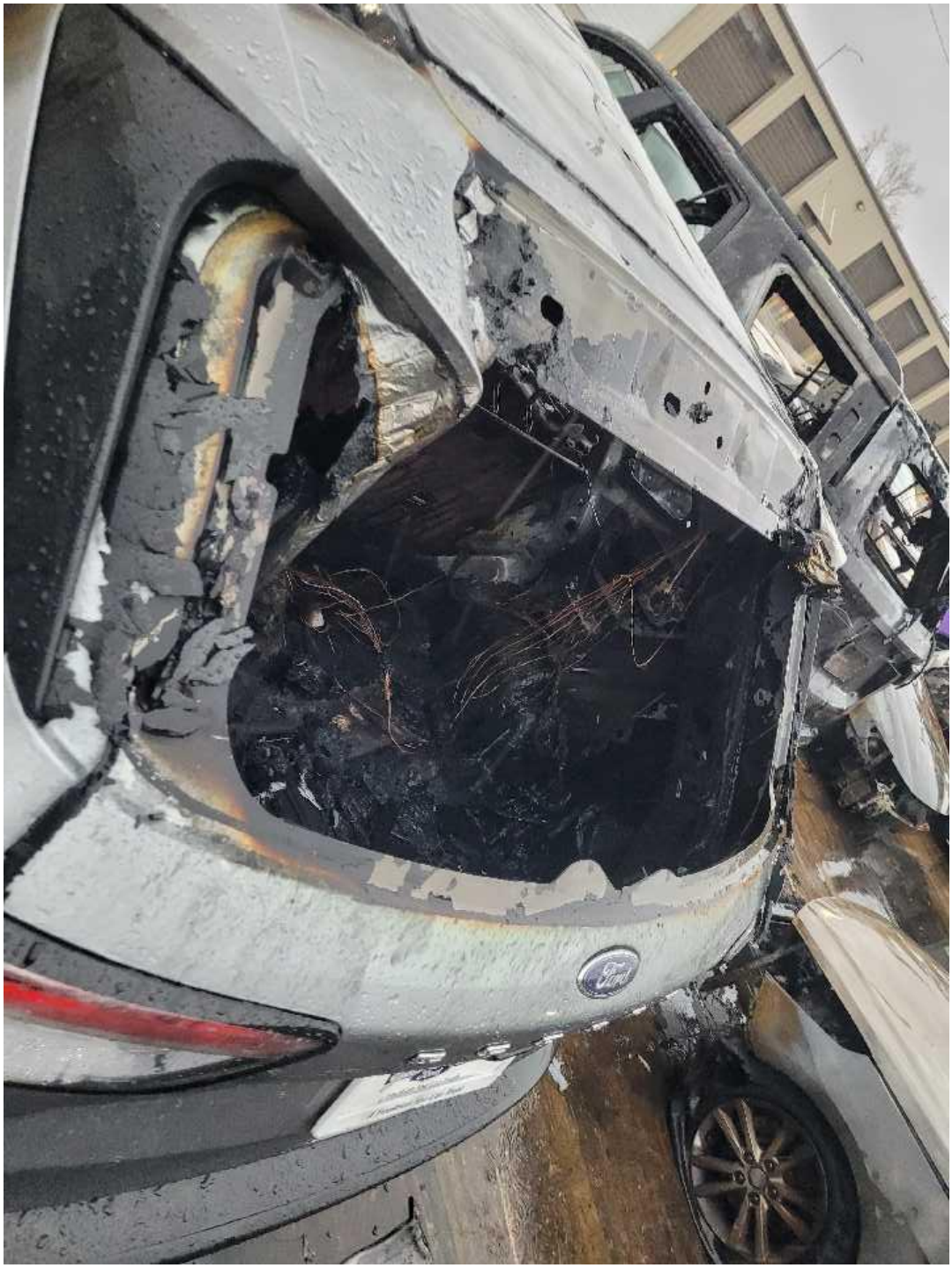

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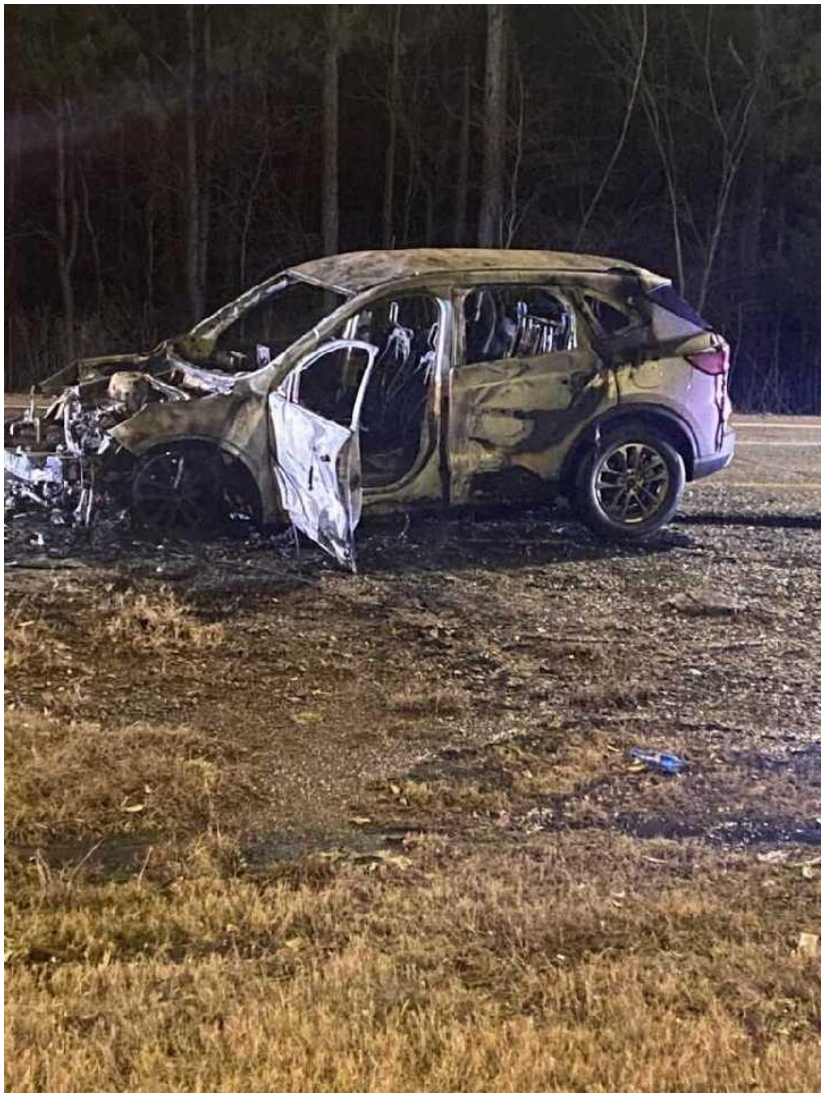

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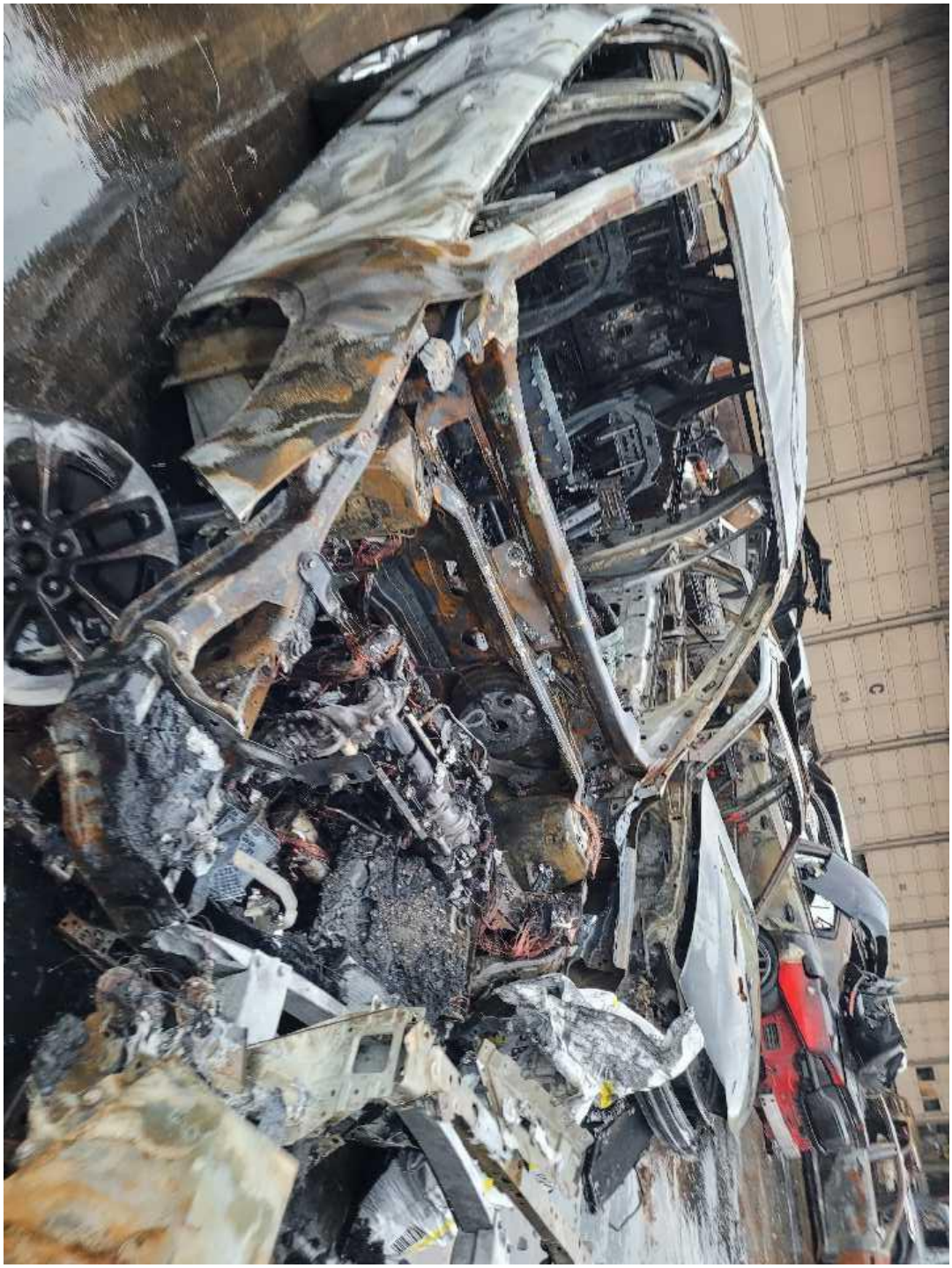

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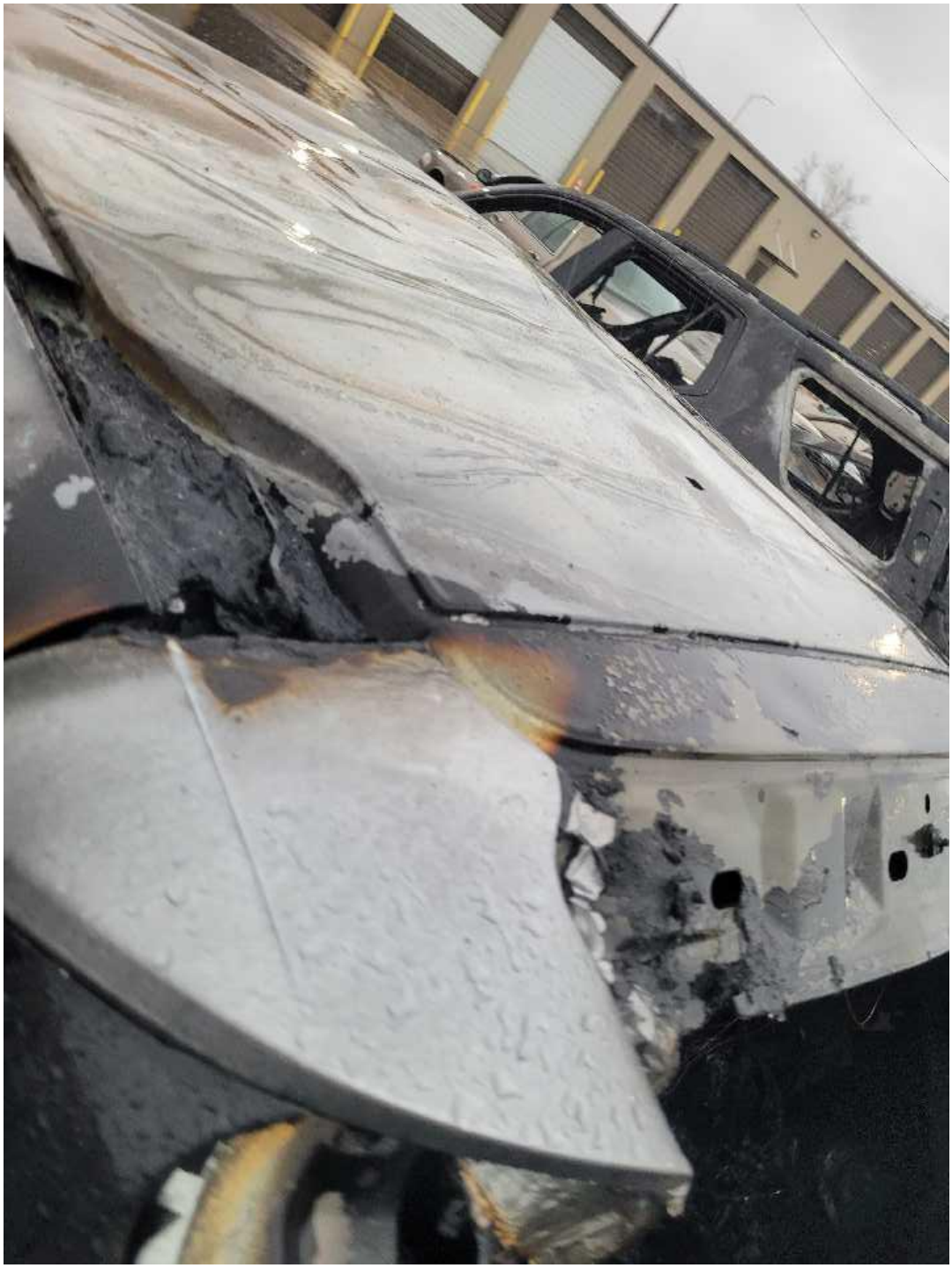

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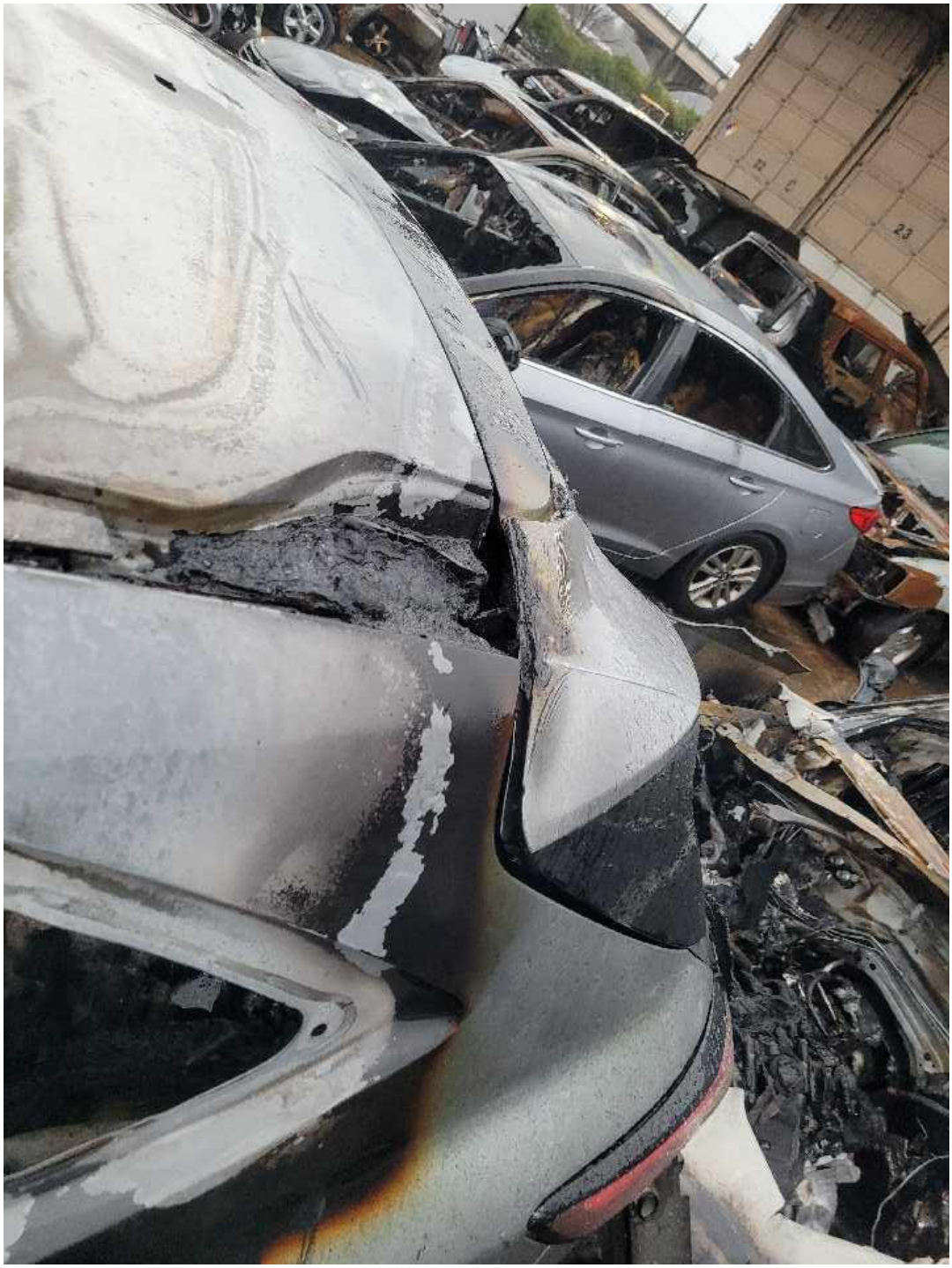

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-008 000856 LC

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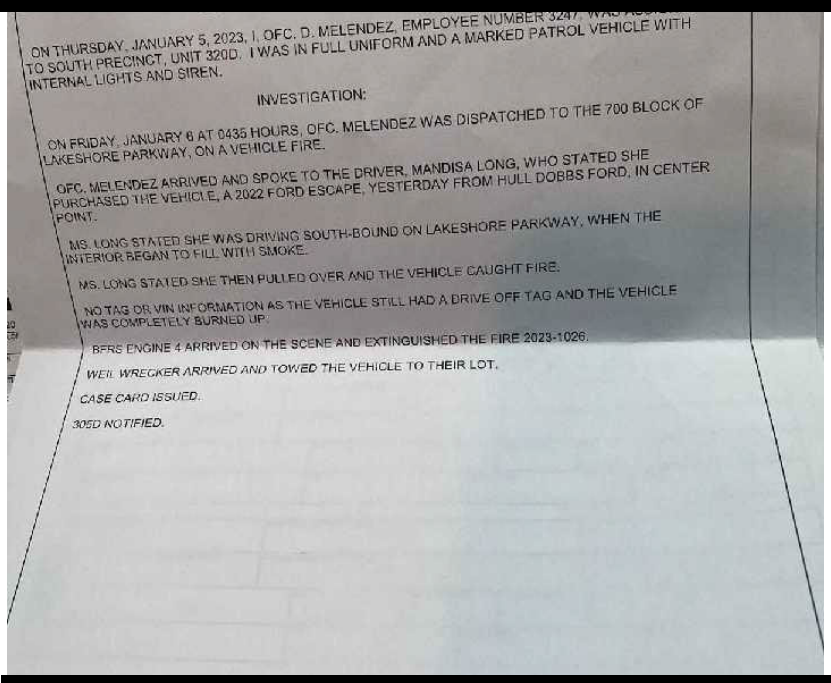
RQ24-008 000857 LC

[redacted]



ON THURSDAY, JANUARY 5, 2023, I, OFC. D. MELENDEZ, EMPLOYEE NUMBER 3247, WAS ASSI
TO SOUTH PRECINCT, UNIT 320D. I WAS IN FULL UNIFORM AND A MARKED PATROL VEHICLE WITH
INTERNAL LIGHTS AND SIREN.

INVESTIGATION:

ON FRIDAY, JANUARY 6 AT 0435 HOURS, OFC. MELENDEZ WAS DISPATCHED TO THE 700 BLOCK OF LAKESHORE PARKWAY, ON A VEHICLE FIRE.

OFC. MELENDEZ ARRIVED AND SPOKE TO THE DRIVER, MANDISA LONG, WHO STATED SHE PURCHASED THE VEHICLE, A 2022 FORD ESCAPE, YESTERDAY FROM HULL DOBBS FORD, IN CENTER POINT.

MS. LONG STATED SHE WAS DRIVING SOUTH-BOUND ON LAKESHORE PARKWAY, WHEN THE INTERIOR BEGAN TO FILL WITH SMOKE.

MS. LONG STATED SHE THEN PULLED OVER AND THE VEHICLE CAUGHT FIRE.

NO TAG OR VIN INFORMATION AS THE VEHICLE STILL HAD A DRIVE OFF TAG AND THE VEHICLE WAS COMPLETELY BURNED UP.

BFRS ENGINE 4 ARRIVED ON THE SCENE AND EXTINGUISHED THE FIRE 2023-1026.

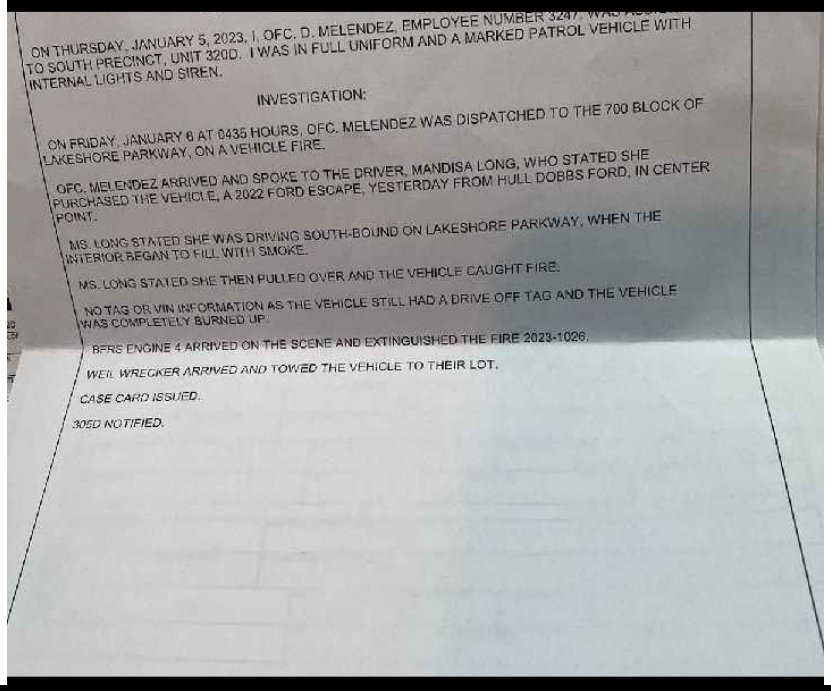
WEIL WRECKER ARRIVED AND TOWED THE VEHICLE TO THEIR LOT.

CASE CARD ISSUED.

305D NOTIFIED.

[redacted]

[redacted]



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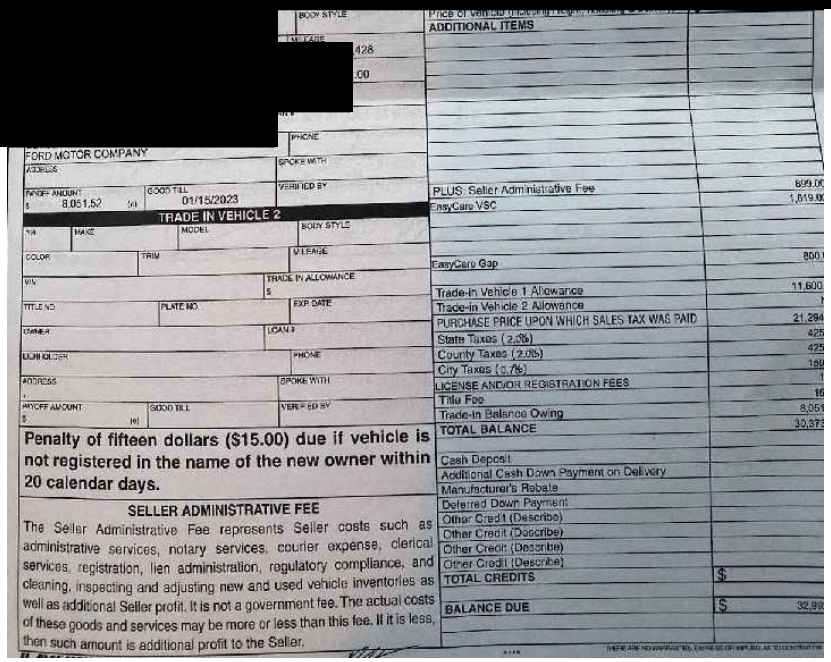

FORD MOTOR COMPANY

ADDITIONAL ITEMS

PLUS: Seller Administrative Fee 899.00

EasyCare VSC 1,819.00

EasyCare Gap 800.00

TRADE IN VEHICLE 2

Trade-In Vehicle 1 Allowance 11,600

Trade-In Vehicle 2 Allowance

PURCHASE PRICE UPON WHICH SALES TAX WAS PAID 21,294

State Taxes (2.5%) 425

County Taxes (2.0%) 425

City Taxes (0.7%) 189

LICENSE AND/OR REGISTRATION FEES

Title Fee 16

Trade-In Balance Owing 8,091

TOTAL BALANCE 30,373

Cash Deposit

Additional Cash Down Payment on Delivery

Manufacturer's Rebate

Deferred Down Payment

Other Credit (Describe)

Other Credit (Describe)

Other Credit (Describe)

Other Credit (Describe)

TOTAL CREDITS $

BALANCE DUE $ 32,99

Penalty of fifteen dollars ($15.00) due if vehicle is not registered in the name of the new owner within 20 calendar days.

SELLER ADMINISTRATIVE FEE

The Seller Administrative Fee represents Seller costs such as administrative services, notary services, courier expense, clerical services, registration, lien administration, regulatory compliance, and cleaning, inspecting and adjusting new and used vehicle inventories as well as additional Seller profit. It is not a government fee. The actual costs of these goods and services may be more or less than this fee. If it is less, then such amount is additional profit to the Seller.

[redacted]

[redacted]

01/06/2023

[redacted]

Supplement Number :**00**

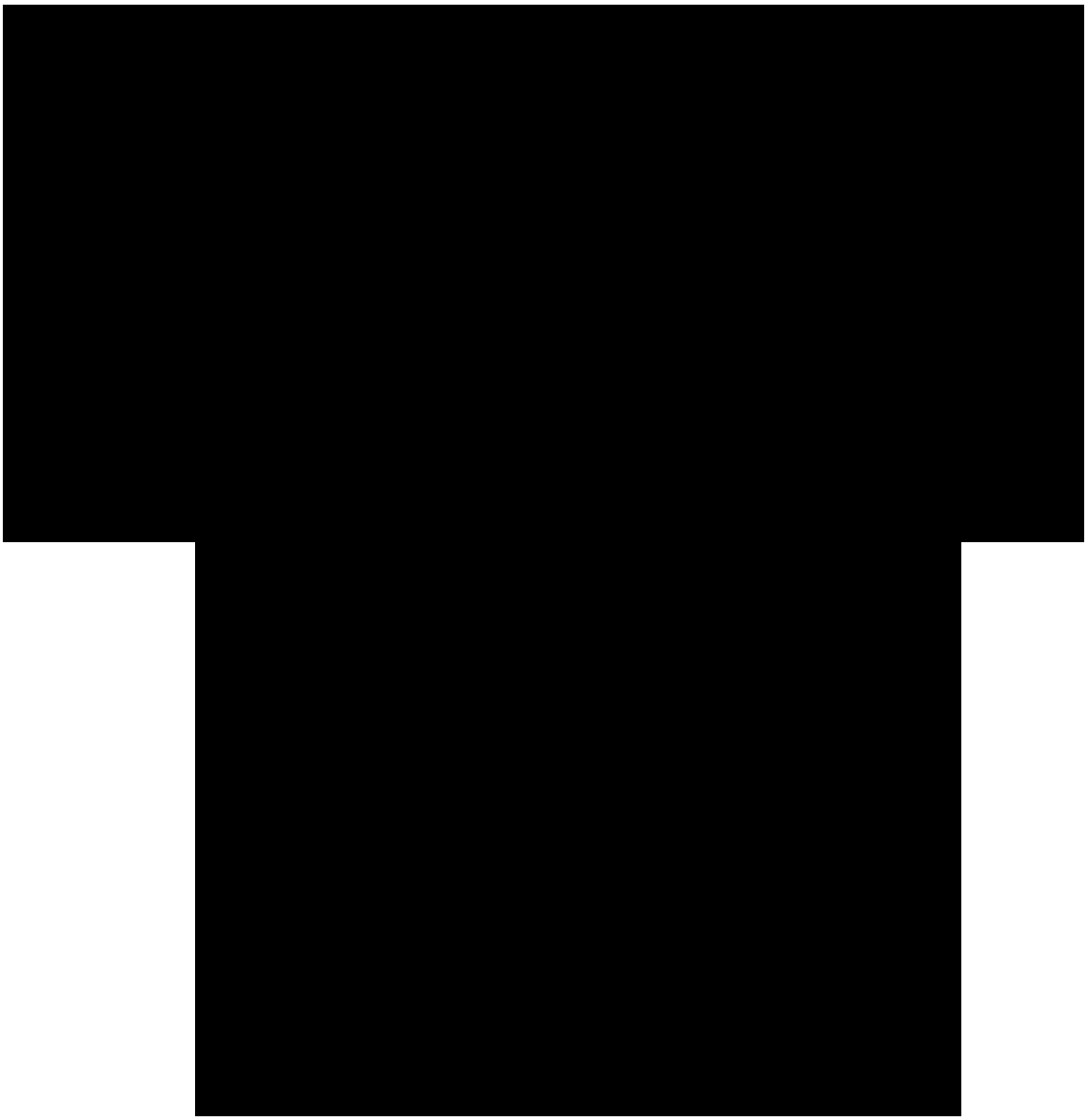

Image Label :**image**

Supplement Number :**00**

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Shop with confidence and save, discovering great deals.

We'll get you back on the road fast!

The GEICO Car Buying Service provides:

- TrueCar® Certified Dealers dedicated to providing a no-hassle car buying experience.
- What others paid for new vehicle in your area so you don't overpay.
- A way to easily view and compare thousands of new and used vehicles online.
- TrueCar® representatives available to help you through the entire process.

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GEICO®

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or call 877-638-4126

Your actual savings may vary based on multiple factors including the vehicle you select, region, dealer, and applicable manufacturer incentives.
This no obligation program is administered by TrueCar, Inc.

CCC ONE MARKET VALUATION REPORT

Prepared for GEICO CASUALTY COMPANY

REPORT SUMMARY

CLAIM INFORMATION

[redacted]

[redacted]

Loss Vehicle	2022 Ford Escape SE FWD
Loss Incident Date	01/06/2023
Claim Reported	01/12/2023

INSURANCE INFORMATION

Report Reference Number	[redacted]
Claim Reference	
Adjuster	
Odometer	18
Last Updated	01/16/2023 10:37 AM

VALUATION SUMMARY

Base Vehicle Value	**$ 28,213.00**
Condition Adjustment	+ $ 110.00
Adjusted Vehicle Value	**$ 28,323.00**
Vehicular Tax (4.375%)	+ $ 1,239.13
Tax reflects applicable state, county and municipal taxes.	
Value before Deductible	**$ 29,562.13**
Deductible*	- $ 500.00
Total	**$ 29,062.13**

Adjustments indicated with an Asterisk (*) have been determined by GEICO CASUALTY COMPANY and have been added here for convenience.

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by GEICO CASUALTY COMPANY.

Loss vehicle has 100% fewer than average mileage of 12,800.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology..... 2
Vehicle Information..... 3
Vehicle Condition..... 6
Comparable Vehicles..... 8
Valuation Notes..... 10
Supplemental Information..... 11

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VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION

GEICO CASUALTY COMPANY has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.

CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information

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VEHICLE INFORMATION

VEHICLE DETAILS

Location	[redacted]
VIN	
Year	2022
Make	Ford
Model	Escape
Trim	SE
Body Style	FWD
Body Type	Sports Utility
Engine -	
Cylinders	3
Displacement	1.5L
Induction	Turbocharged
Fuel Type	Gasoline
Carburation	Port/Direct Injection
Transmission	Automatic Transmission
Curb Weight	3298 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE ALLOWANCES

Odometer	18	+ 1,850

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

VEHICLE HISTORY SUMMARY

Experian AutoCheck	No Title Problem Found
National Highway Traffic Safety Administration	5 Recalls

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	18	
Transmission	Automatic Transmission	✓
Driver Convenience	Keyless Entry	✓
	Remote Starter	✓
	Message Center	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Cruise Control	✓
	Intermittent Wipers	✓
	Tilt Wheel	✓
	Telescopic Wheel	✓
	Steering Wheel Touch Controls	✓
	Console/Storage	✓
	Overhead Console	✓
Instrument Panel	Traction Control	✓
	Stability Control	✓
	Blind Spot Detection	✓
	Lane Departure Warning	✓
	Air Conditioning	✓
	Rear Defogger	✓
	Hands Free	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
Safety	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓

To the left is the equipment of the loss vehicle that GEICO CASUALTY COMPANY provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

Additional Equipment that is not Standard but was noted to be on the loss vehicle.

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

Paint	Clearcoat Paint	✓
Front End	California Emissions	✓
	Power Steering	✓
	Power Brakes	✓
	Anti-lock Brakes (4)	✓
Glass And Mirrors	Dual Mirrors	✓
	Privacy Glass	✓
Seats	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
Rear End	Backup Camera	✓
	Rear Window Wiper	✓
	Rear Spoiler	✓
Wheels	4-wheel Disc Brakes	✓
	Aluminum/Alloy Wheels	✓

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VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Mechanical	AVERAGE PRIVATE	**Notes:** normal seepage **Guideline:** **Transmission:** Fluid slightly discolored. A few areas of seepage. **Engine:** Minor seepage. Belts and hoses firm, show minimal wear. Minimal dirt and grease in engine compartment.	$ 0
Tires	DEALER RETAIL	**Notes:** rr 10, lr 10, front unknown **Guideline:** **Front Tires:** 69% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 8/32 = 73% (8/11) **Rear Tires:** 69% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 8/32 = 73% (8/11)	$ 110
Paint	AVERAGE PRIVATE	**Notes:** normal wear **Guideline:** Few small chips and/or scratches. No peeling and/or flaking. Minor swirl marks. Slight Fading.	$ 0
Body	AVERAGE PRIVATE	**Notes:** normal wear **Guideline:** **Sheet Metal:** Few dings. No rust. All panels intact and properly aligned. **Trim:** No broken and/or missing components. No dents. Few dings.	$ 0
Glass	AVERAGE PRIVATE	**Notes:** normal, missing **Guideline:** Light surface scratches and/or pitting.	$ 0
Seats	AVERAGE PRIVATE	**Notes:** normal wear **Guideline:** Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	$ 0

GEICO CASUALTY COMPANY uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

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VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Carpets	AVERAGE PRIVATE	**Notes:** normal wear **Guideline:** Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	$ 0
Dashboard	AVERAGE PRIVATE	**Notes:** normal wear **Guideline:** Few small scratches and/or gouges. Minimal damage to components. Light wear.	$ 0
Headliner	AVERAGE PRIVATE	**Notes:** normal wear **Guideline:** Clean. No significant holes and/or burn marks. No significant scuffing.	$ 0
Total Condition Adjustments			**$ 110**

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COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2
Odometer	18	NEW	NEW
Automatic Transmission	✓	✓	✓
Keyless Entry	✓	✓	✓
Remote Starter	✓	✓	✓
Message Center	✓	✓	✓
Power Driver Seat	✗	✗	✓
Power Windows	✓	✓	✓
Power Locks	✓	✓	✓
Power Mirrors	✓	✓	✓
Heated Mirrors	✗	✗	✓
Power Trunk/Liftgate	✗	✗	✓
Cruise Control	✓	✓	✓
Intermittent Wipers	✓	✓	✓
Tilt Wheel	✓	✓	✓
Telescopic Wheel	✓	✓	✓
Heated Steering Wheel	✗	✗	✓
Steering Wheel Touch Controls	✓	✓	✓
Console/Storage	✓	✓	✓
Overhead Console	✓	✓	✓
Traction Control	✓	✓	✓
Stability Control	✓	✓	✓
Blind Spot Detection	✓	✓	✓
Lane Departure Warning	✓	✓	✓
Air Conditioning	✓	✓	✓
Climate Control	✗	✗	✓
Rear Defogger	✓	✓	✓
Hands Free	✓	✓	✓
AM Radio	✓	✓	✓
FM Radio	✓	✓	✓
Stereo	✓	✓	✓
Search/Seek	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓
Satellite Radio	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓
Passenger Air Bag	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓
Clearcoat Paint	✓	✓	✓
Metallic Paint	✗	✗	✓
California Emissions	✓	✓	✓

Comp 1 Updated Date: 01/16/2023
2022 Ford Escape Se Fwd 3 1.5l Gasoline Turbocharged Port/direct
[redacted]

Telephone (205) 941-6070
Source Dealer Ad
Stock # B4329
Distance from Birmingham, AL
15 Miles - Birmingham, AL

Comp 2 Updated Date: 01/16/2023
2022 Ford Escape Se Fwd 3 1.5l Gasoline Turbocharged Port/direct Injection
V[redacted]

Telephone (256) 297-3151
Source Dealer Ad
Stock # 124705
Distance from Birmingham, AL
38 Miles - Cullman, AL

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

[1]The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.

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COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2
Power Steering	✓	✓	✓
Power Brakes	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓
Dual Mirrors	✓	✓	✓
Privacy Glass	✓	✓	✓
Cloth Seats	✓	✓	✓
Bucket Seats	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓
Heated Seats	✗	✗	✓
Backup Camera	✓	✓	✓
Rear Window Wiper	✓	✓	✓
Rear Spoiler	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓
List Price		$ 30,105	$ 32,370
Adjustments:			
Make/Model/Trim		- $ 90	+ $ 20
Options			- $ 2,375
Mileage		- $ 6	- $ 6
Condition[1]		- $ 1,796	- $ 1,796
Adjusted Comparable Value		**$ 28,213**	**$ 28,213**

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VALUATION NOTES

01/16/2023 10:37 - $90 Adjustment is for $110 Mini Spare Wheel and LESS $20 4G Wi-Fi Hotspot Removal on the Comparable.

01/16/2023 10:36 - $20 Adjustment is for LESS G Wi-Fi Hotspot Removal on the comparable.

01/16/2023 10:28 - No rebates available

This Market Valuation Report has been prepared exclusively for use by GEICO CASUALTY COMPANY, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include Alabama Administrative Code 482-1-125.

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SUPPLEMENTAL INFORMATION

CARRIER INFORMATION

Prepared for: GEICO CASUALTY COMPANY

Web: Get back on the road fast!

GEICO offers an easy-to-use service designed to help you save time and money. Simply visit www.geico.com/replaceyourcar today or call (877)-638-4119 to get started!!

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SUPPLEMENTAL INFORMATION

EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	No Abandoned Record Found
Damaged	No Damaged Record Found
Fire Damage	No Fire Damage Record Found
Grey Market	No Grey Market Record Found
Hail Damage	No Hail Damage Record Found
Insurance Loss	No Insurance Loss Record Found
Junk	No Junk Record Found
Rebuilt	No Rebuilt Record Found
Salvage	No Salvage Record Found

EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	No NHTSA Crash Test Vehicle Record Found
Frame Damage	No Frame Damage Record Found
Major Damage Incident	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	No Odometer Problem Record Found
Recycled	No Recycled Record Found
Water Damage	No Water Damage Record Found
Salvage Auction	No Salvage Auction Record Found

VEHICLE INFORMATION	RESULTS FOUND
Accident	No Accident Record Found
Corrected Title	No Corrected Title Record Found
Driver Education	No Driver Education Record Found
Fire Damage Incident	No Fire Damage Incident Record Found
Lease	No Lease Record Found
Lien	No Lien Record Found
Livery Use	No Livery Use Record Found
Government Use	No Government Use Record Found
Police Use	No Police Use Record Found
Fleet	No Fleet Record Found
Rental	No Rental Record Found
Fleet and/or Rental	No Fleet and/or Rental Record Found
Repossessed	No Repossessed Record Found
Taxi use	No Taxi use Record Found
Theft	No Theft Record Found
Fleet and/or Lease	No Fleet and/or Lease Record Found
Emissions Safety Inspection	No Emissions Safety Inspection Record Found
Duplicate Title	No Duplicate Title Record Found

CCC provides GEICO CASUALTY COMPANY information reported by Experian regarding the **2022 Ford Escape** [redacted]. This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND :

- No Event Found
- Event Found
- Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

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[redacted]

SUPPLEMENTAL INFORMATION

FULL HISTORY REPORT RUN DATE: 01/16/2023

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
			Independent Source	VEHICLE MANUFACTURED AND SHIPPED TO DEALER

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

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SUPPLEMENTAL INFORMATION

NHTSA VEHICLE RECALL

The National Highway Traffic Safety Administration has issued 5 safety related recall notices that may apply to the above valued vehicle.

NHTSA Campaign ID : 21V922000

Mfg's Report Date : NOV 22, 2021

Component : SERVICE BRAKES, HYDRAULIC:FOUNDATION COMPONENTS:DISC:CALIPER

Potential Number Of Units Affected : 114666

Summary : Ford Motor Company (Ford) is recalling certain 2021-2022 Bronco Sport and Escape vehicles. The rear brake linings may have been manufactured incorrectly, which can affect braking performance. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard number 135, "Light Vehicle Brake Systems."

Consequence : During certain situations, the driver may have to apply more brake pedal force, and the distance required to stop the vehicle may be extended, increasing the risk of a crash.

Remedy : The remedy is currently under development. Interim owner notification letters were mailed on January 14, 2022. Owner notification letters were mailed August 17, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 21C31.

Manufacturer Recall No. : 21C31

NHTSA Campaign ID : 22V149000

Mfg's Report Date : MAR 10, 2022

Component : ELECTRICAL SYSTEM:PROPULSION SYSTEM:TRACTION BATTERY

Summary : Ford Motor Company (Ford) is recalling certain 2022 Corsair and 2021-2022 Escape vehicles equipped with a 2.5L Hybrid powertrain. The high voltage battery may fail, resulting in a sudden loss of drive power.

Consequence : A sudden loss of drive power increases the risk of a crash.

Remedy : Dealers will replace the high voltage battery, free of charge. Owner notification letters were mailed March 28, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 21S48.

Manufacturer Recall No. : 21S48

NHTSA Campaign ID : 22V191000

Mfg's Report Date : MAR 24, 2022

Component : ENGINE AND ENGINE COOLING:ENGINE:OIL/LUBRICATION

Potential Number Of Units Affected : 345451

Summary : Ford Motor Company (Ford) is recalling certain 2020-2022 Escape and 2021-2022 Bronco Sport vehicles equipped with 1.5L engines. The engine oil separator housing may crack and develop an oil leak.

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SUPPLEMENTAL INFORMATION

Consequence : An oil leak in the presence of an ignition source such as hot engine or exhaust components, can increase the risk of a fire.

Remedy : Dealers will inspect the oil separator for damage or oil leaks, and replace the oil separator and seals, as necessary, free of charge. Owner notification letters were mailed April 18, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 22S21.

Manufacturer Recall No. : 22S21

NHTSA Campaign ID : 22V484000

Mfg's Report Date : JUL 06, 2022

Component : ENGINE AND ENGINE COOLING

Potential Number Of Units Affected : 100689

Summary : Ford Motor Company (Ford) is recalling certain 2020-2022 Escape, 2021-2022 Lincoln Corsair, and 2022 Maverick vehicles equipped with 2.5L HEV or PHEV engines. In the event of an engine failure, engine oil and fuel vapor may be released into the engine compartment and accumulate near ignition sources such as hot engine or exhaust components, possibly resulting in an engine compartment fire.

Consequence : An engine compartment fire increases the risk of injury.

Remedy : Owners are advised to park and shut off the engine as quickly as possible if they hear unexpected engine noises, notice a reduction in vehicle power, or see smoke. Dealers will modify the under engine shield and active grille shutter, free of charge. Owner notification letters were mailed August 19, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 22S47.

Dates Of Manufacture : JAN 18, 2019 to JUN 12, 2022

Manufacturer Recall No. : 22S47

NHTSA Campaign ID : 22V859000

Mfg's Report Date : NOV 17, 2022

Component : FUEL SYSTEM, GASOLINE:FUEL INJECTION SYSTEM

Potential Number Of Units Affected : 521746

Summary : Ford Motor Company (Ford) is recalling certain 2020-2023 Escape and 2021-2023 Bronco Sport vehicles equipped with 1.5L engines. A fuel injector may crack and leak fuel inside the engine compartment.

Consequence : A fuel leak in the presence of an ignition source such as hot engine or exhaust components, can increase the risk of a fire.

Remedy : Dealers will update the engine control software to include fuel injector leak detection and install a drain tube, free of charge. Owner notification letters are expected to be mailed December 19, 2022. Owners may contact Ford customer service at 1-866-436-7332. Ford's number for this recall is 22S73. This recall includes all vehicles previously recalled under 22V-191. Vehicles previously remedied under 22V-191 will need to have the new remedy performed.

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SUPPLEMENTAL INFORMATION

Manufacturer Recall No. : 22S73

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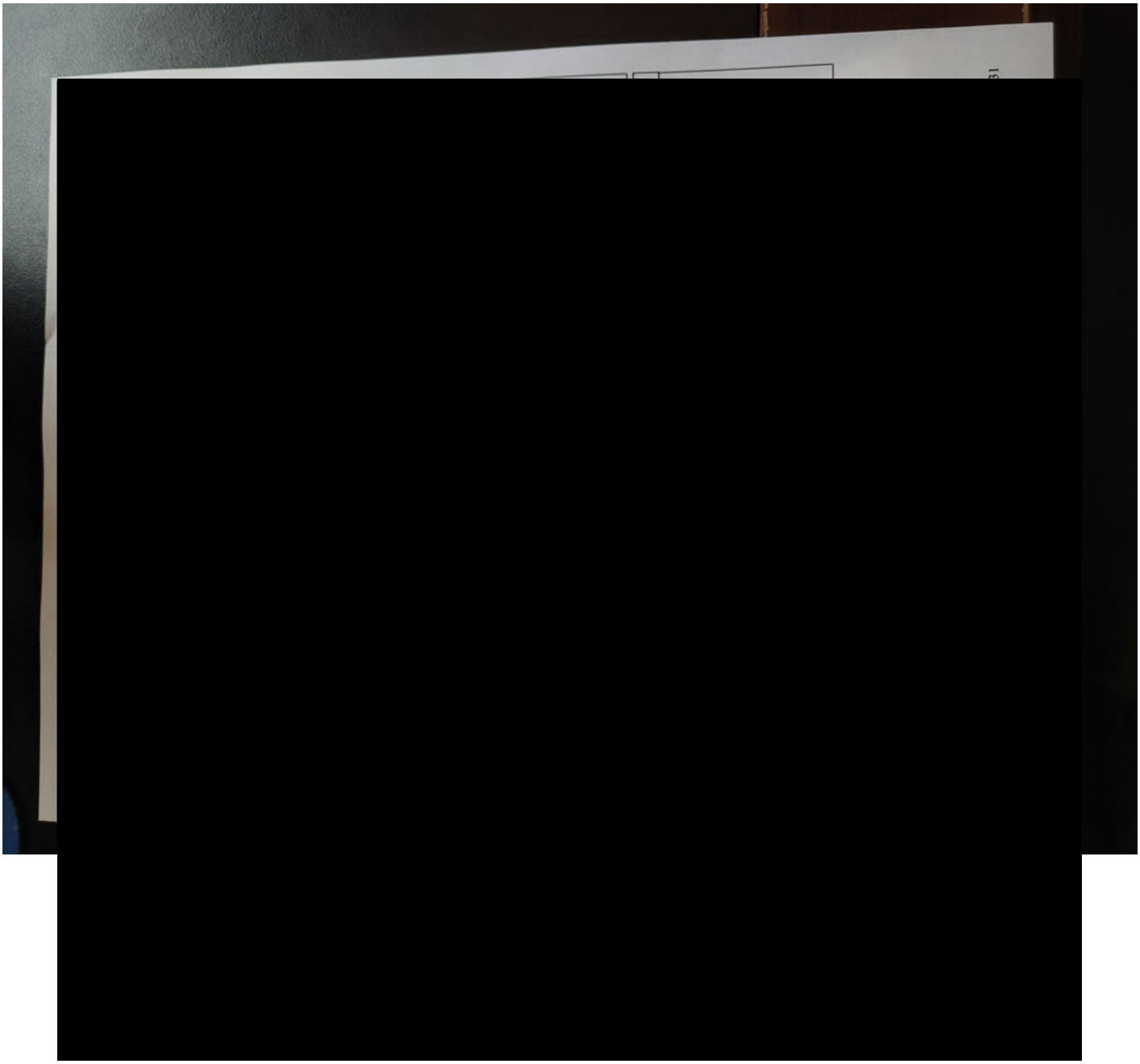

NEFCO
FIRE INVESTIGATIONS

89 Pickering Road • PO Box 7399
Rochester, NH 03839
1-800-675-8500 • services@nefco.net

[redacted]

Company:	GEICO 4295 Ocmulgee East Boulevard Macon, GA 31296	**Loss Location:**	[redacted]
Attention:	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]		

VEHICLE ANALYSIS

The vehicle analysis commenced on Wednesday, August 9, 2023, at the Copart tow yard located at [redacted] lectrical fence. Conditions affecting the vehicle analysis included the firefighting and overhaul operations as conducted by the Homewood Fire Department.

The risk was a 2022 Ford Escape, with vehicle identification number [redacted] Research of the vehicle's identification number revealed zero unrepaired recalls. Further examination of the vehicle's make and model revealed six recalls. The latest recall was issued due to possible engine failure. The recall stated that, in the event of an engine failure, engine oil and fuel vapors may be released into the engine compartment and accumulate near ignition sources, such as a hot engine or exhaust components, possibly resulting in an engine compartment fire. The recall advised owners to park and shut off the engine as quickly as possible if they hear an unexpected engine noise. The recall further stated interim letters notifying owners of the safety risk were mailed on June 23, 2023, which was after the loss date of this fire.

The vehicle analysis began with an overall exterior examination of the vehicle. The vehicle was brought outside the secure area by Copart personnel. The vehicle was wrapped with a blue wrapping, which contained a white sticker with the lot number 38160243x.

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The exterior examination started at the front bumper of the vehicle and went around the vehicle in a clockwise direction. Examination of the front revealed heavy fire damage. The hood and front windshield were consumed and/or missing. The front bumper was missing/consumed, along with the headlights. There were no parts remaining in the front grille. Examination of the roof and the A and B posts revealed a clean burn.

Examination of the right side of the vehicle revealed a clean burn to the front fender and most of the front door. There was a small section of paint remaining at the lower-rear corner of the front door. The paint on the rear door was mostly consumed, with a small area remaining on the rear edge. The paint on the quarter panel was mostly intact. All windows on the right side were broken and/or consumed. The front tire was mostly consumed, along with the rim. The rear tire on the right side was still intact and inflated.

Examination of the rear revealed that the rear glass was broken, with fire damage to the top of the window opening. The paint was mostly intact on the rear of the vehicle. The rear tire on the right side was intact and inflated. It should be noted that this tire was a spare. The vehicle did not contain a state tag. There was a dealer's tag installed on the vehicle that read Hull Dobbs Ford.

Examination of the left (driver) side revealed burn patterns consistent with the right side of the vehicle. The front tire was mostly consumed, along with the rim, while the rear tire on the left side was still intact and inflated. The examination continued to the cargo compartment and revealed heavy smoke and heat damage directional back to the front of the vehicle. Most of the heat damage was to the roof area.

The examination continued to the passenger compartment and revealed heavy fire damage directional toward the dashboard. Examination of the front seats revealed that the cushions were mostly consumed on the bottom seats and the backrest. Examination of the rear seats revealed that the bottom cushions still contained some cushion material, while the backrests were mostly consumed. Examination of the dashboard revealed that almost all combustibles were consumed. Based on burn patterns, the area of origin was determined to be toward the engine compartment.

The examination continued to the engine compartment and revealed heavy fire damage, with almost all combustibles being consumed. The aluminum valve cover revealed it was still intact toward the front, while it was partially consumed toward the rear. The battery was located at the rear-left corner of the compartment, and it was revealed that the outer portion was consumed, and the cells were separated. Examination of the electrical distribution panel revealed that it was mostly consumed, and I was unable to locate any useful information. The power-distribution system, electrical wiring, and fuel distribution system were examined, but I was unable to determine the exact failure.

INTERVIEWS

On Wednesday, August 9, 2023, an interview was conducted with the insured, [redacted] tated that she had owned the vehicle for less than 24 hours. She stated the vehicle from Hull Dobbs Ford on the evening before the fire. She stated that she drove home from the purchase and did not use it again until the next morning when she left for work. [redacted]

down the road and noticed smoke in the rear-view mirror shortly after. [redacted]ed that she pulled over and saw flames coming from under the engine compartment. [redacted] stated that she had driven the vehicle 10-15 miles since the purchase. Ms. Long stated that she called 911, and she thought that the Homewood Fire Department responded.

CONCLUSION

Burn patterns and witness statements revealed that this fire originated in the engine compartment and was the result of an undetermined event. An interview with [redacted] revealed that she heard a loud pop and eventually saw smoke coming from the rear. Due to the amount of damage, I was unable to determine the exact failure. Research of the vehicle make and model revealed that the latest recall was issued due to possible engine failure. The recall stated that, in the event of an engine failure, engine oil and fuel vapors may be released into the engine compartment and accumulate near ignition sources, such as a hot engine or exhaust components, possibly resulting in an engine compartment fire. The recall advised owners to park and shut off the engine as quickly as possible if they hear an unexpected engine noise. The recall further stated interim letters notifying owners of the safety risk were mailed on June 23, 2023, which was after the loss date of this fire. The details of the recall were very consistent with the insured's statements.

This report reflects the findings of this investigation conducted to date. This investigator reserves the right to alter or amend the report should new information become available and, as always, would be pleased to conduct additional analyses at your request.

[redacted]

Enclosures: (1) Photographs

1: A view of the vehicle, wrapped

2: A view of the front

3: A view of the right side

4: A view of the rear

5: A view of the left side

6: A view of the cargo compartment

7: A view of the material remaining in the cargo compartment

8: A view of the rear passenger seat

9: A view of the upper portion of the rear seats

10: A view of the dashboard

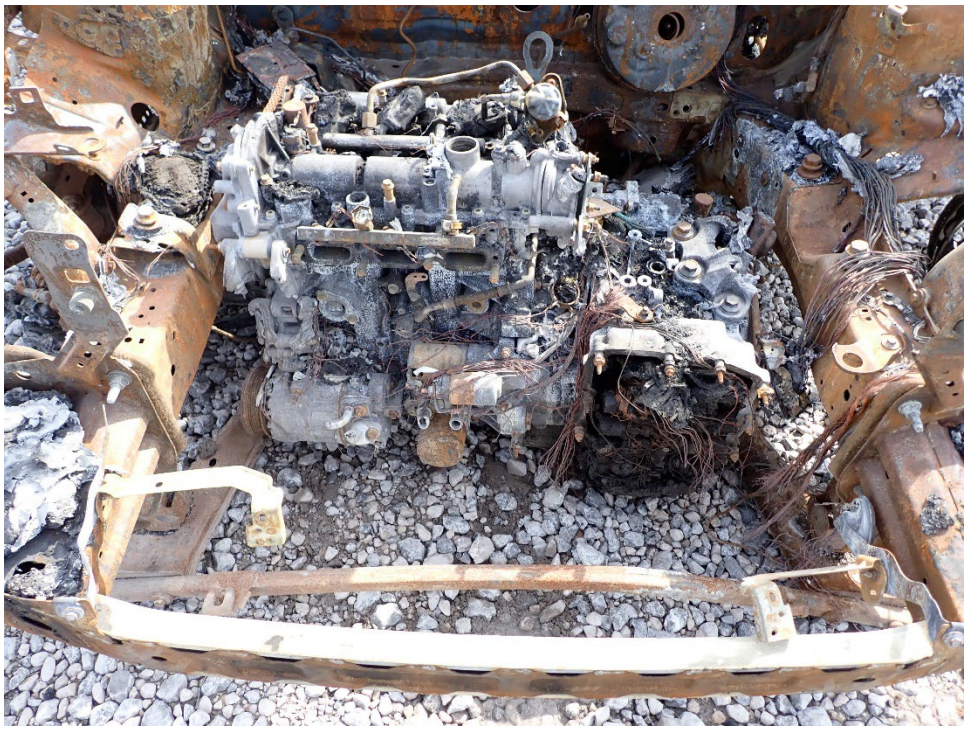
11: A view of the paper remaining in the front/passenger seat

12: A view of the new car cleaning materials in the front/passenger seat

13: A view of the bottle in the front/passenger floorboard

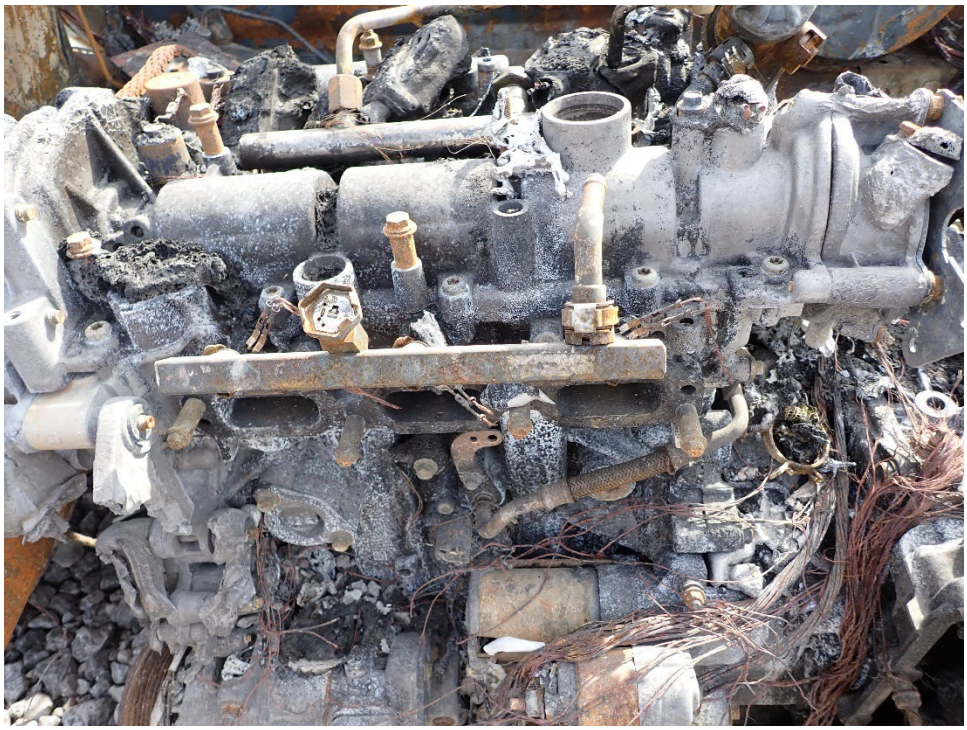
14: A view of the paint remaining on the bottom side of the bottle

15: A view of the clothes remaining in the front/passenger floorboard



16: A view of the front of the engine

17: A view of the engine



18: A view of the front valve covers mostly intact

19: A view of the top of the engine

20: A view of the mostly consumed battery

21: A view of the severed battery cable

22: A view of the holes consumed in the rear valve cover

23: A view of the underside of engine

24: A view of the intact rear underside

25: A view of the front underside

ARMS GEICO

Rental Company: Enterprise Rent-A-Car
Invoice: [redacted]
Alternate Invoice Number:

Bill To [redacted]

[redacted]

RENTER INFORMATION:

Renter:
Address: [redacted]
Home Phone:
Office Phone:

RENTAL INFORMATION:

Rental Branch Location:
ENTERPRISE RENT-A-CAR(5514)
9709 PARKWAY E STE G
BIRMINGHAM, AL 352157853

ADDITIONAL CLAIM INFORMATION:

Claim Num [redacted]
Claim Typ
Vehicle C
Date Of L
Insured N
Owner's V
Assign typ
ClaimNum
IPNumber:
Internet Self Serve: No
Days To Repair: 0
RenterName: [redacted]
NumberofDay
Invoice Target: ATLAS
Policy Max Date:
Source: PD_CLOUD
Shop Code:
Automated Extension:
Line of Business: APV
Class Segment:
CatActive: False
Date Escalated:
CatIndicator: False
CatCode: NULL

Repair Facility:
THEFT
BHAM, AL 35215
(205) 000-0000

RENTAL DETAIL:

Rental Period: 01/26/2023 to 01/31/2023 (6 days)

Billed Period: 01/26/2023 to 01/31/2023 (6 days)

Description	Quantity	Rate	Amount
TIME & DISTANCE	6	$26.65	$159.90
VEHICLE LICENSE FEE RECOVERY	6	$1.75	$10.50
JEFFCO RENTAL TAX RECOVERY	1	3.09%	$5.27
AUTO RENTAL TAX RECOVERY	1	2.44%	$4.15
Total Charges:			$179.82
Less Amount Received:			$0.00
Total Amount Due:			**$179.82**

VEHICLES RENTED:

Effective Date	Time	Year	Make	Model	VIN	Mileage
01/26/2023	4:14 PM	2019	HOND	CRV	[redacted]	278

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR
P.O. BOX 840086
KANSAS CITY, MO 641840086
Federal ID: 43-0724835

Total Charges:	$179.82
Less Amount Received:	$0.00
Total Amount Due.....	**$179.82**

Please Include on your Check:
Invoice: [redacted]

GEICO
geico.com

GEICO Casualty Company

One Geico Center
Macon, GA 31296-0001

4/24/2023

Ford

Po Box 6248
Dearborn, MI 48121-6248

Company Name:
Claim Number:
Loss Date:
Policyholder:
Claimant Claim Num
Claimant Policy Numbe
Claimant Vehicle:
Claimant Driver:

Dear Ford,

Our investigation shows your insured to be at fault in this accident.

This letter serves as our first notice of our subrogation claim and constitutes our sincere effort to settle the claim prior to arbitration. As repair or replacement of our insured's vehicle is underway, our payment recovery package will be forwarded to you as soon as it is completed.

Should you have any questions or concerns, please contact me at the number below.

Sincerely,

Ly Southerland
478-744-5652
Claims Department

From: [redacted]
To:
Subject:
Date:
Attachments:

WARNING: This message originated outside of Ford Motor Company. Use caution when opening attachments, clicking links, or responding.

GEICO Claim Corresponde_ce

Attached is correspondence regarding your clai [redacted]

If you would like to respond to this email, please select the "View Your Claim" button to access the claim on geico.com and send a message to your claims team or adjuster.

If you are unable to open the attachment please go to this site and download the free Adobe Acrobat Reader, http://get.adobe.com/reader/

Thank you,
GEICO Claims Team

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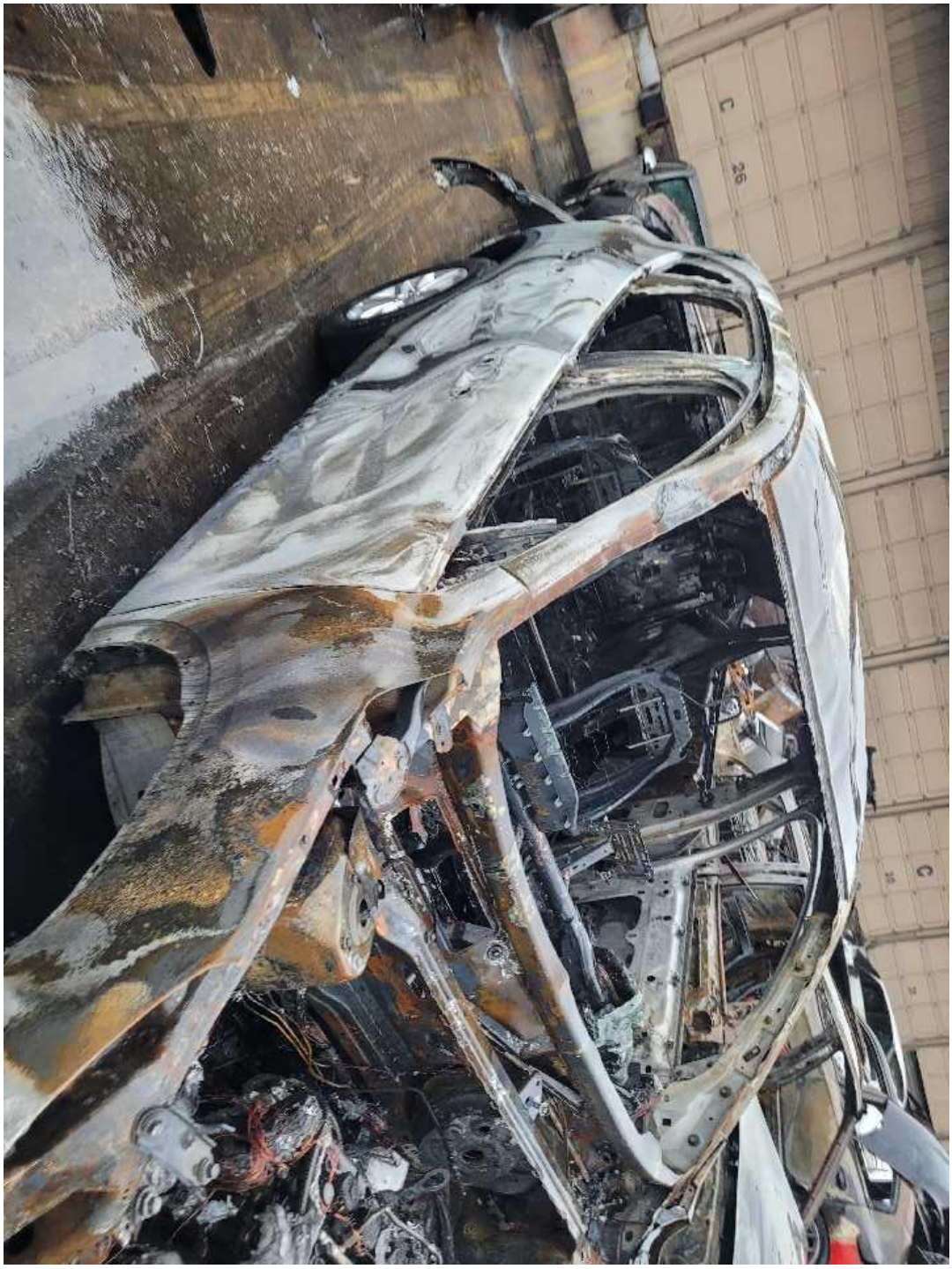
[redacted]



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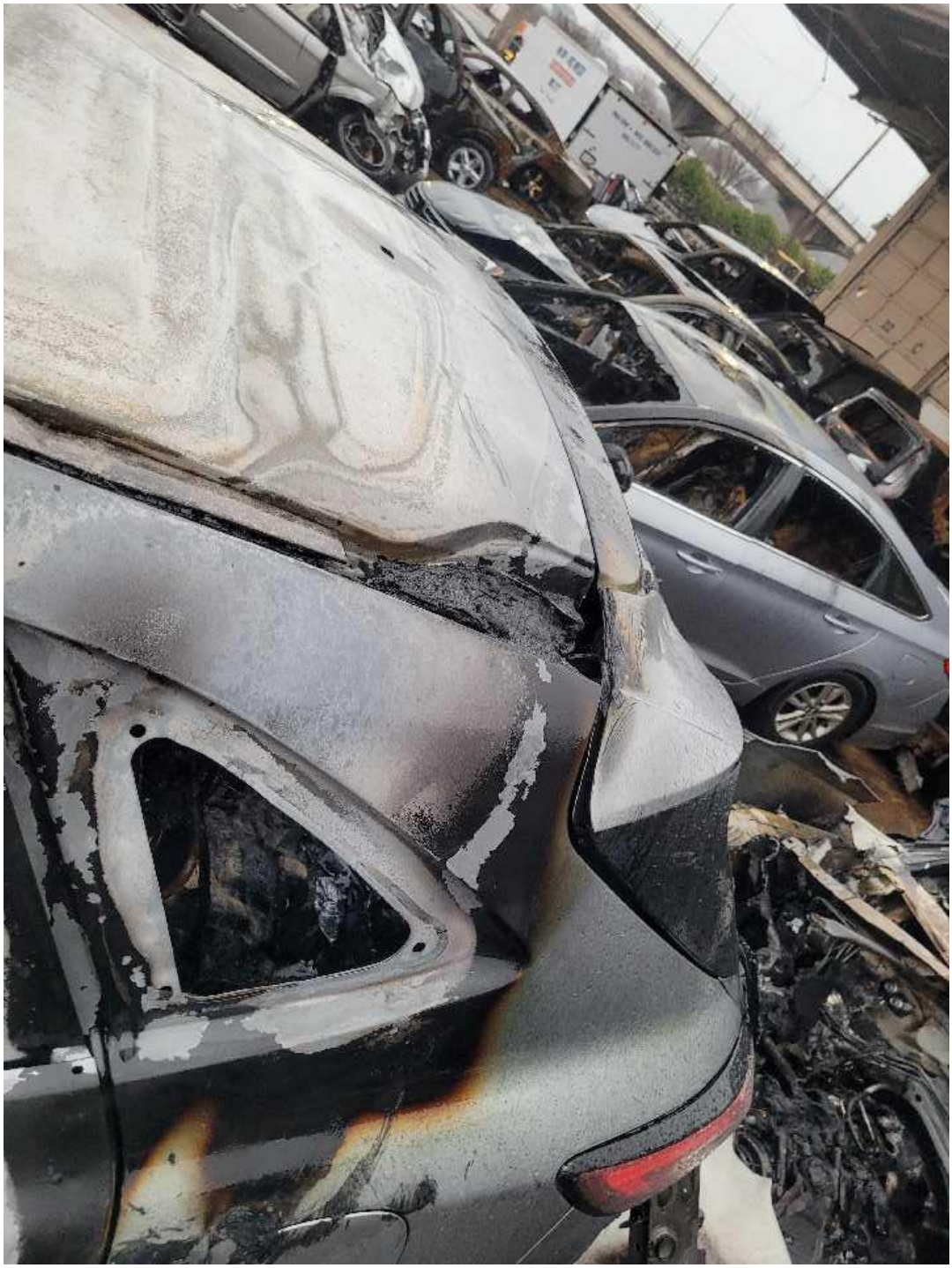

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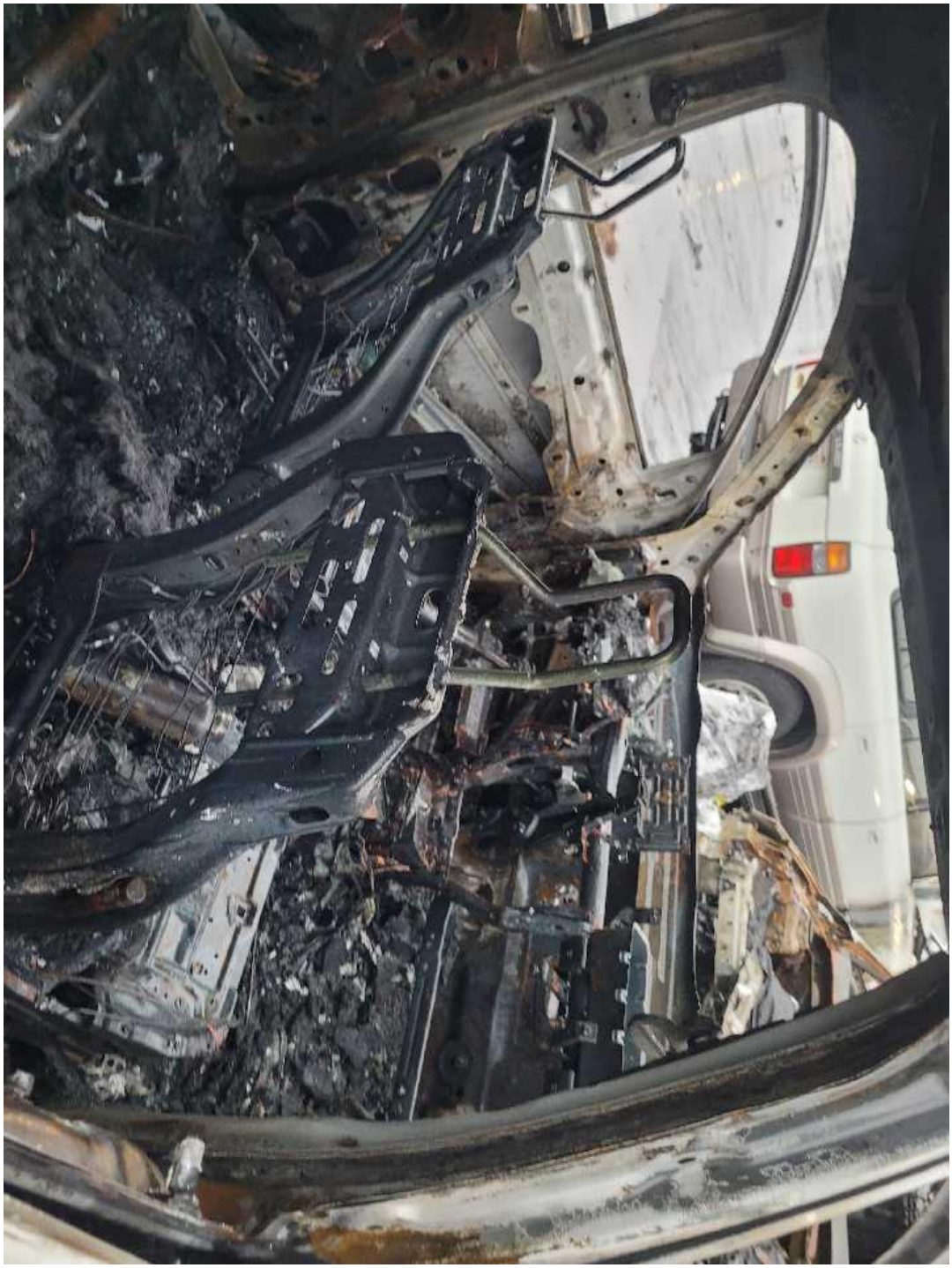

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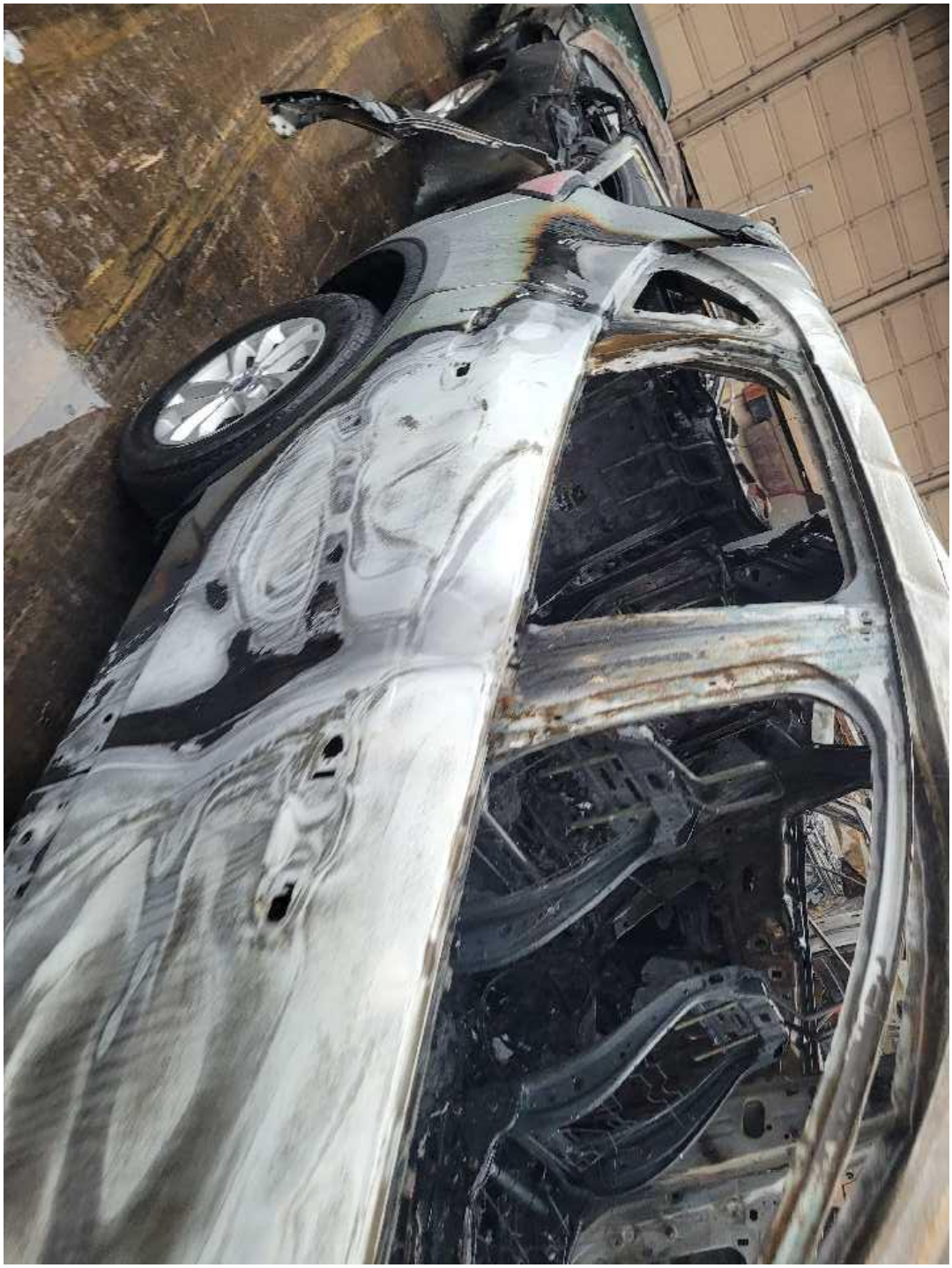

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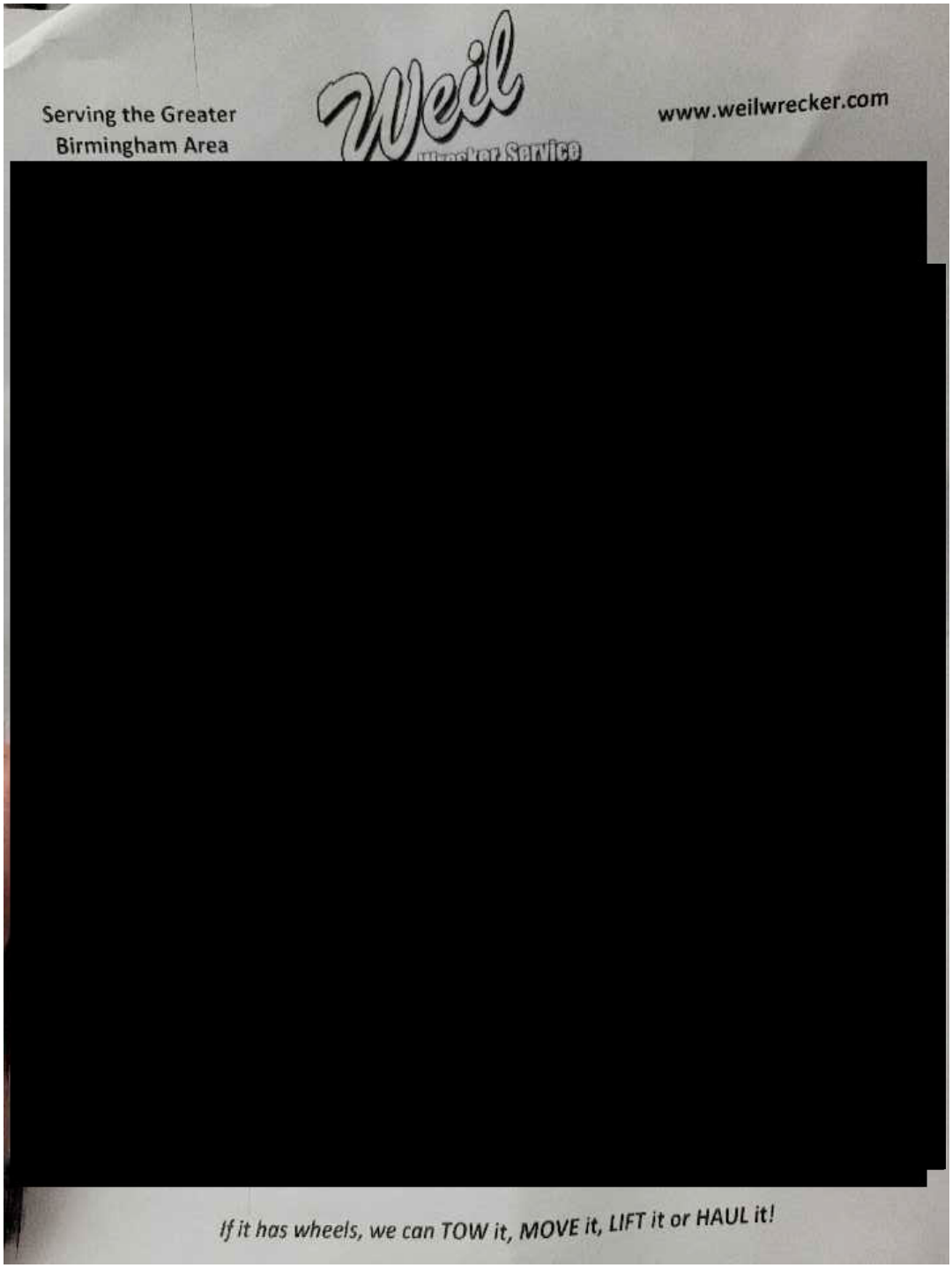
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Birmingham Area
Weil
www.weilwrecker.com
If it has wheels, we can TOW it, MOVE it, LIFT it or HAUL it!

[redacted]

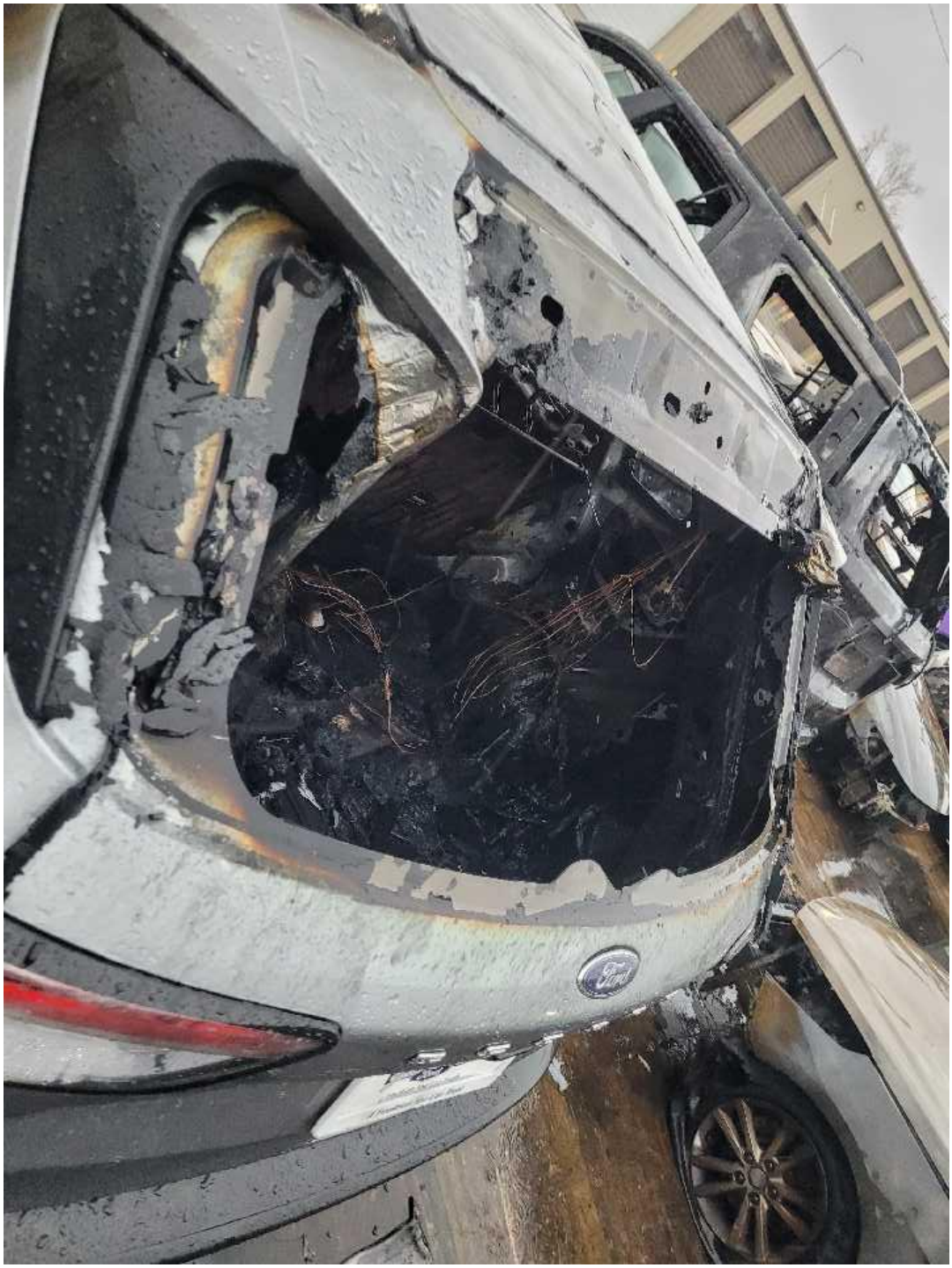
[redacted]

RQ24-008 000913 LC

[redacted]

RQ24-008 000914 LC

[redacted]



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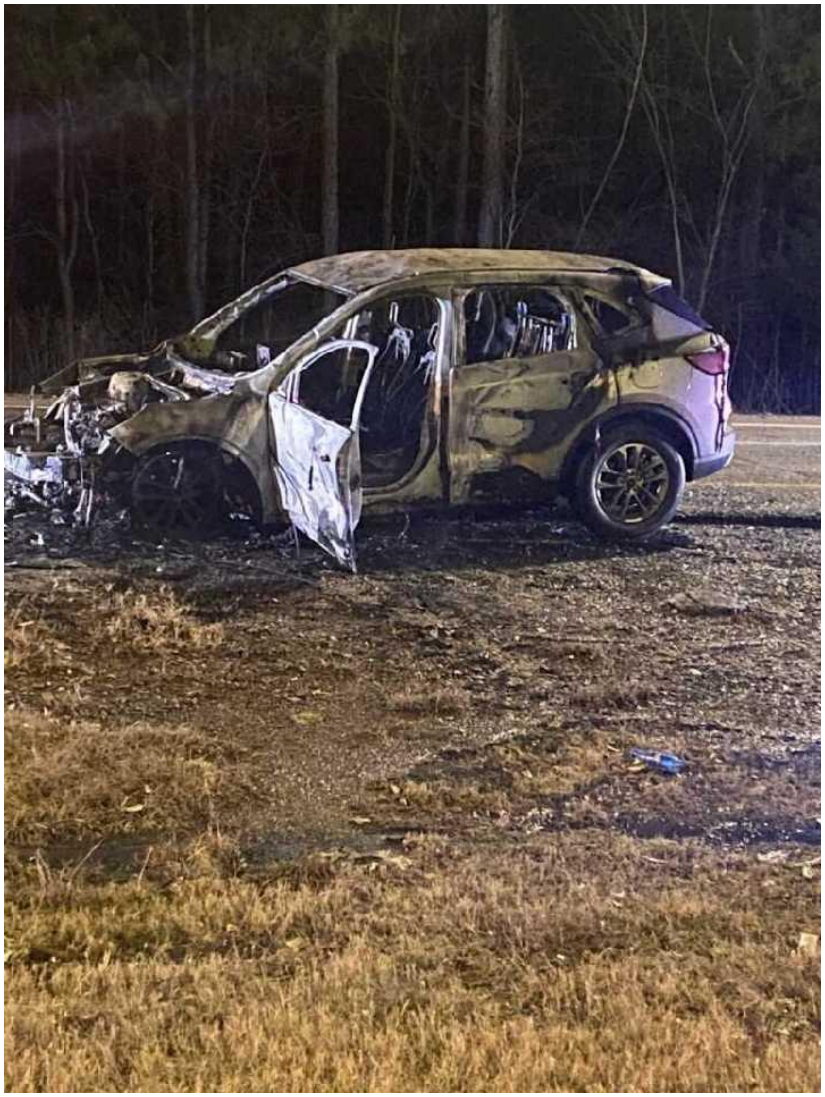

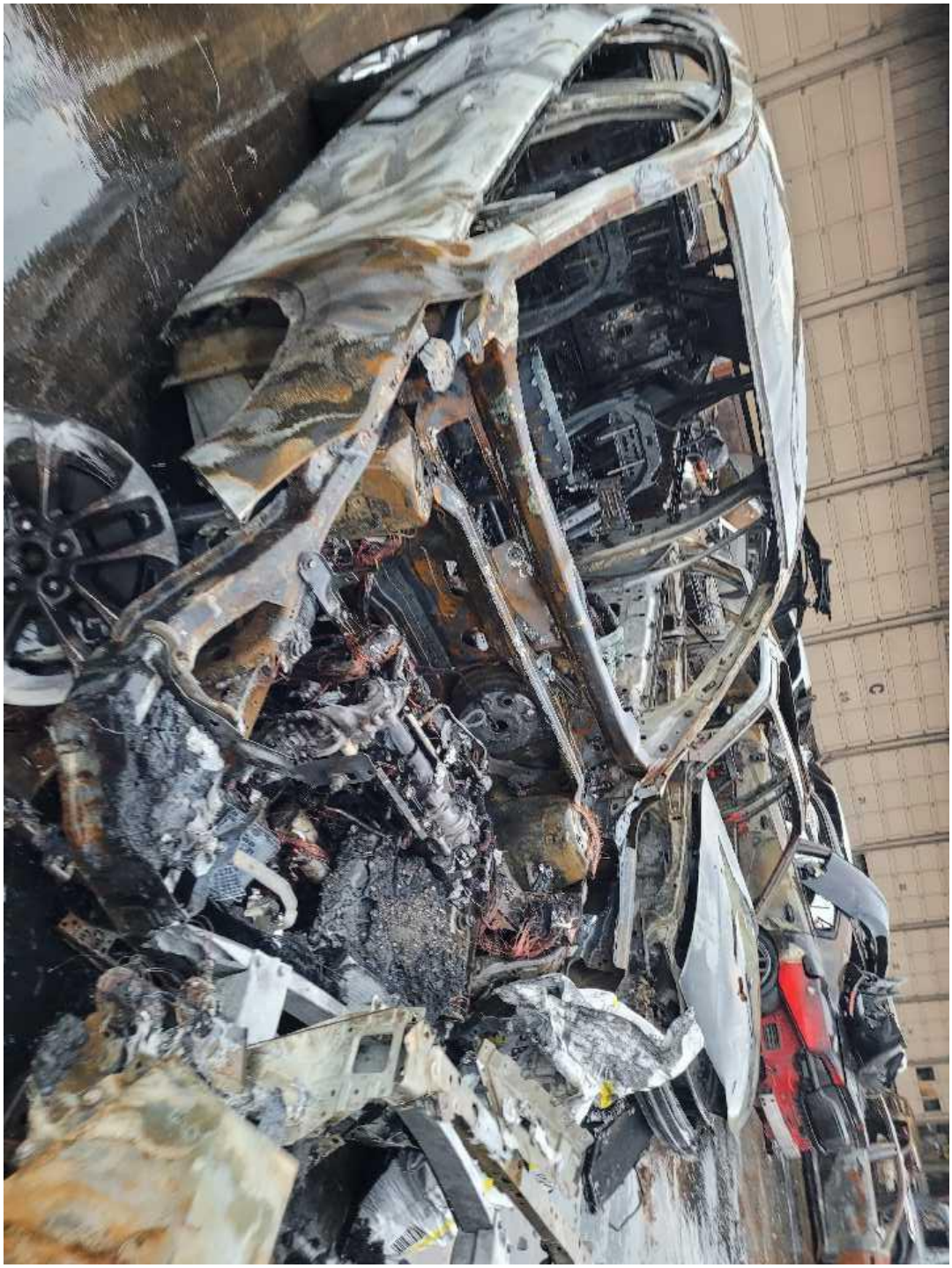

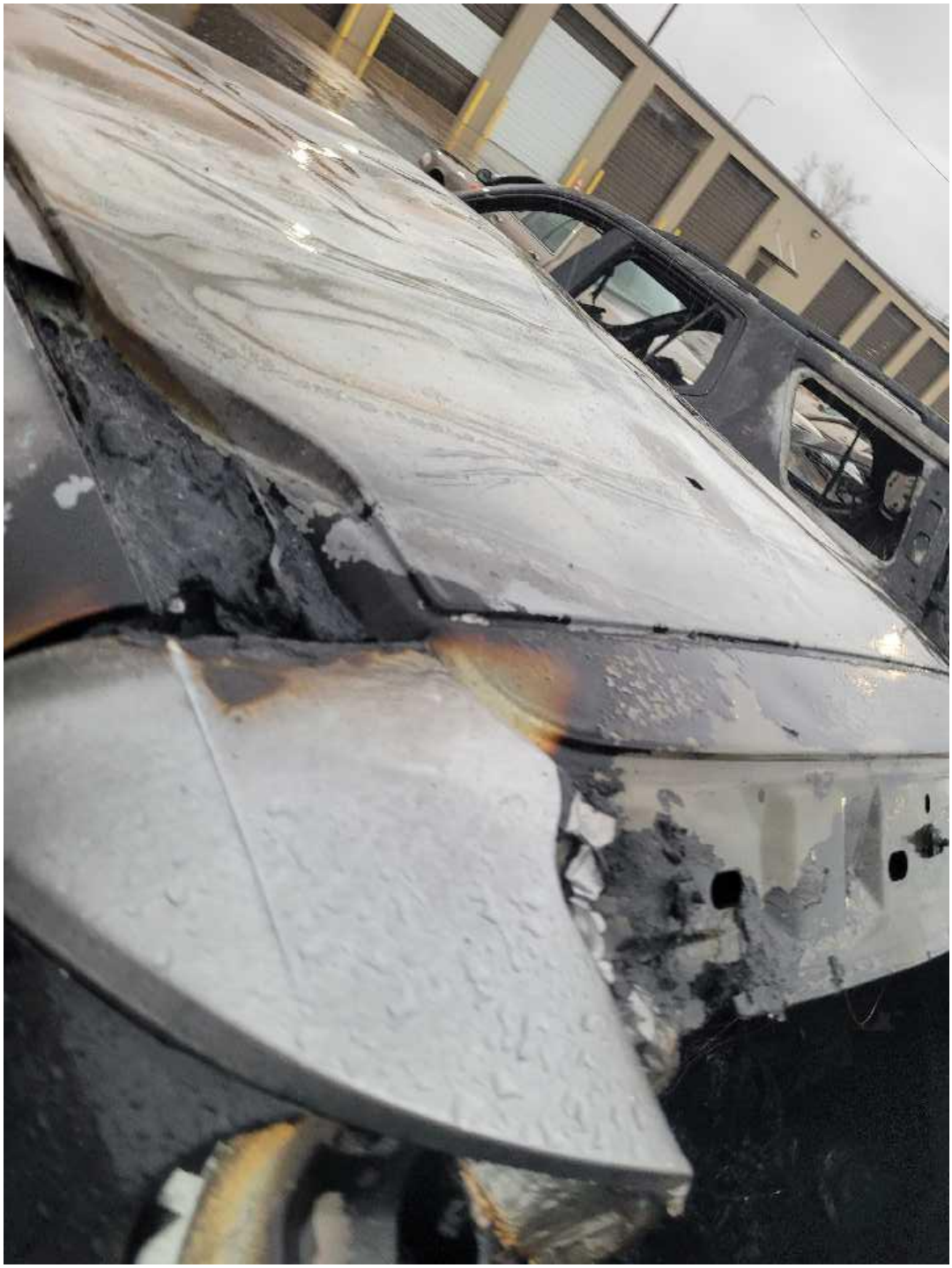

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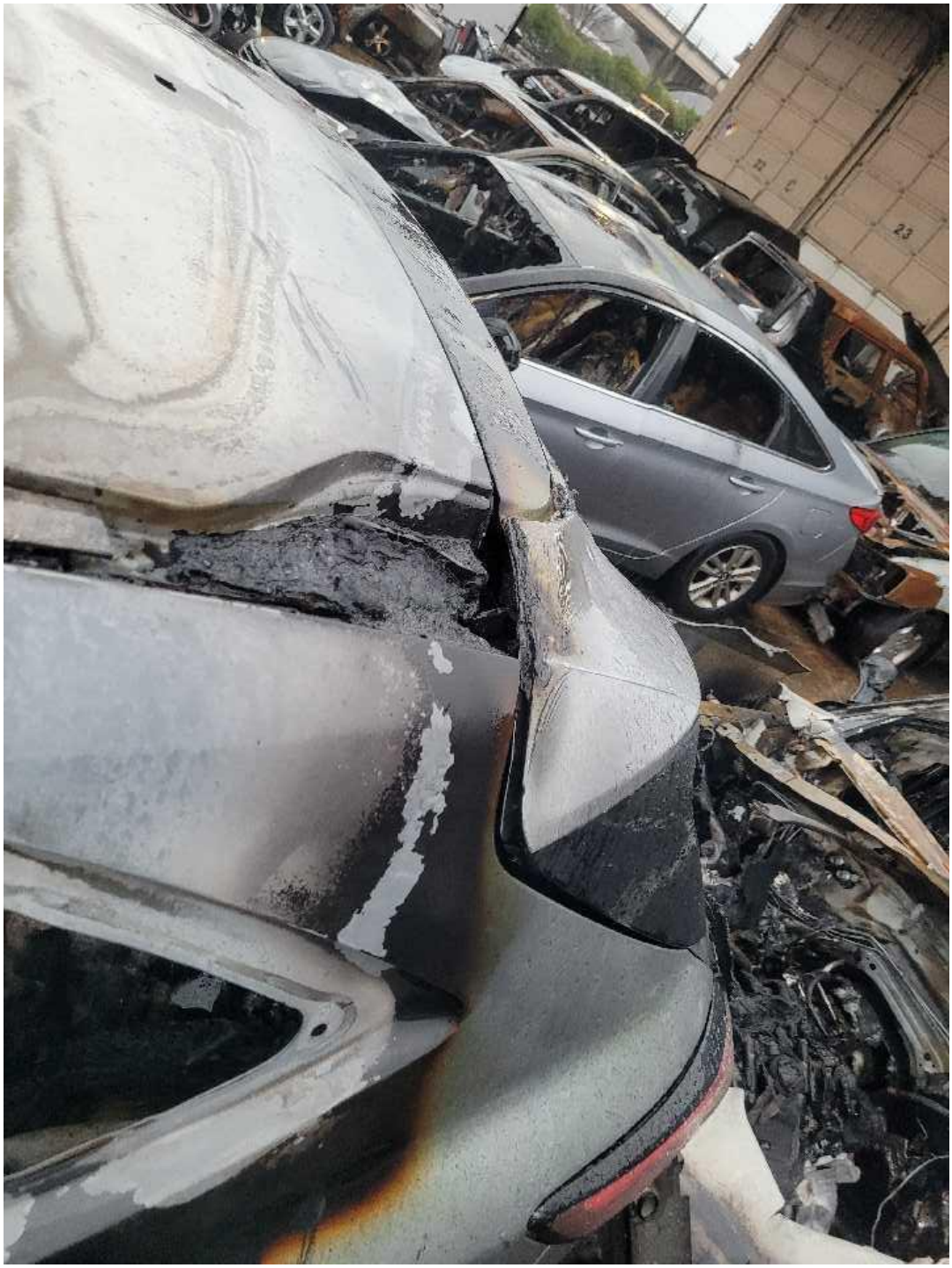

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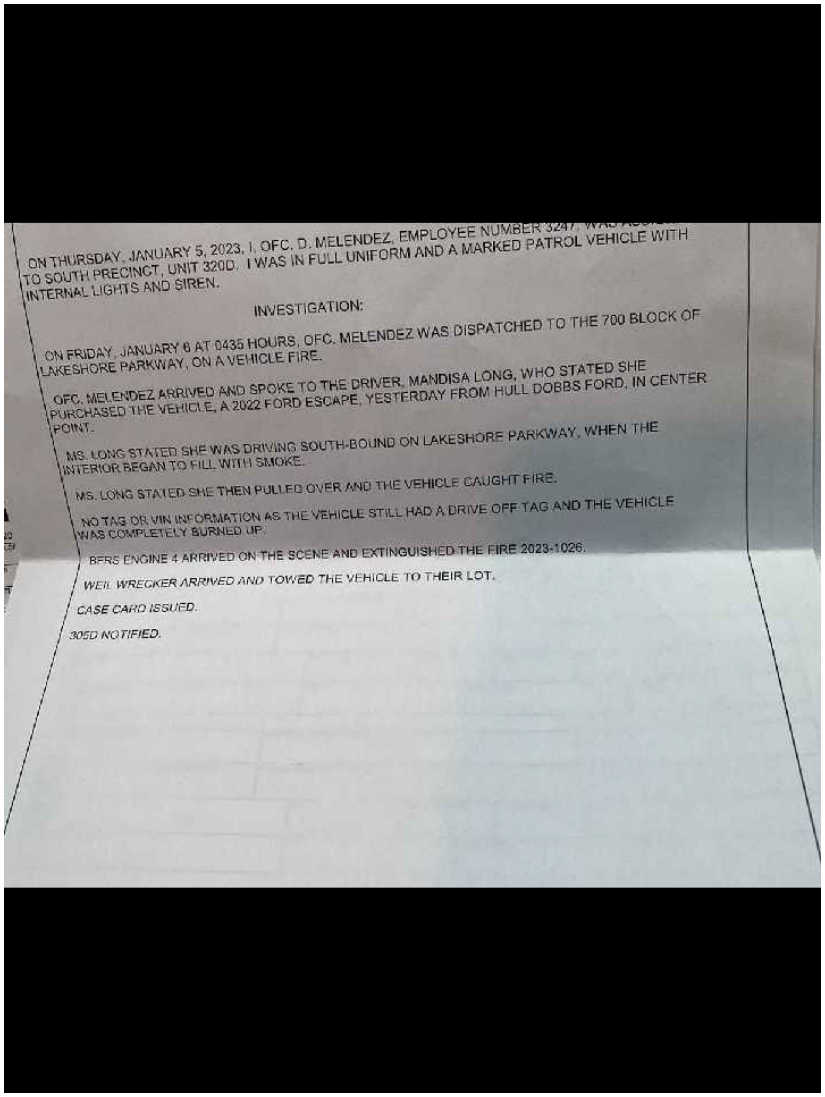


ON THURSDAY, JANUARY 5, 2023, I, OFC. D. MELENDEZ, EMPLOYEE NUMBER 3247, WAS ASSIGNED TO SOUTH PRECINCT, UNIT 320D. I WAS IN FULL UNIFORM AND A MARKED PATROL VEHICLE WITH INTERNAL LIGHTS AND SIREN.

INVESTIGATION:

ON FRIDAY, JANUARY 6 AT 0435 HOURS, OFC. MELENDEZ WAS DISPATCHED TO THE 700 BLOCK OF LAKESHORE PARKWAY, ON A VEHICLE FIRE.

OFC. MELENDEZ ARRIVED AND SPOKE TO THE DRIVER, MANDISA LONG, WHO STATED SHE PURCHASED THE VEHICLE, A 2022 FORD ESCAPE, YESTERDAY FROM HULL DOBBS FORD, IN CENTER POINT.

MS. LONG STATED SHE WAS DRIVING SOUTH-BOUND ON LAKESHORE PARKWAY, WHEN THE INTERIOR BEGAN TO FILL WITH SMOKE.

MS. LONG STATED SHE THEN PULLED OVER AND THE VEHICLE CAUGHT FIRE.

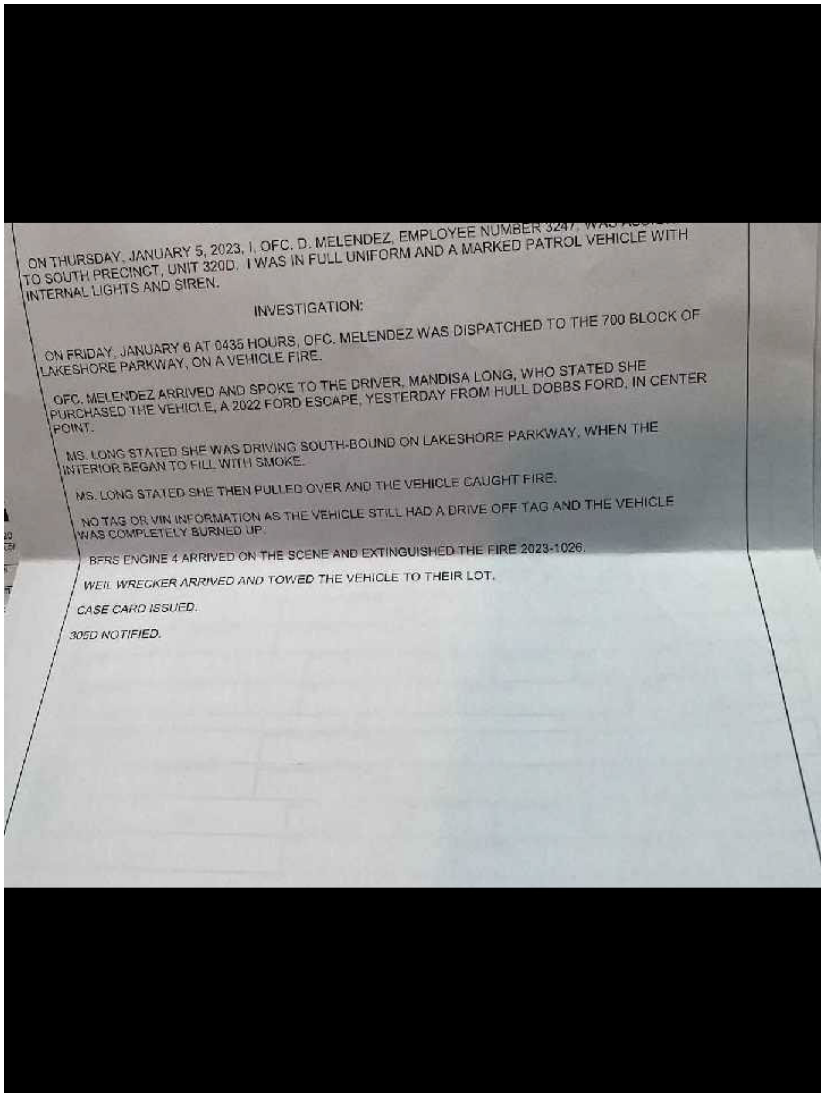
NO TAG OR VIN INFORMATION AS THE VEHICLE STILL HAD A DRIVE OFF TAG AND THE VEHICLE WAS COMPLETELY BURNED UP.

BFRS ENGINE 4 ARRIVED ON THE SCENE AND EXTINGUISHED THE FIRE 2023-1026.

WEIL WRECKER ARRIVED AND TOWED THE VEHICLE TO THEIR LOT.

CASE CARD ISSUED.

305D NOTIFIED.



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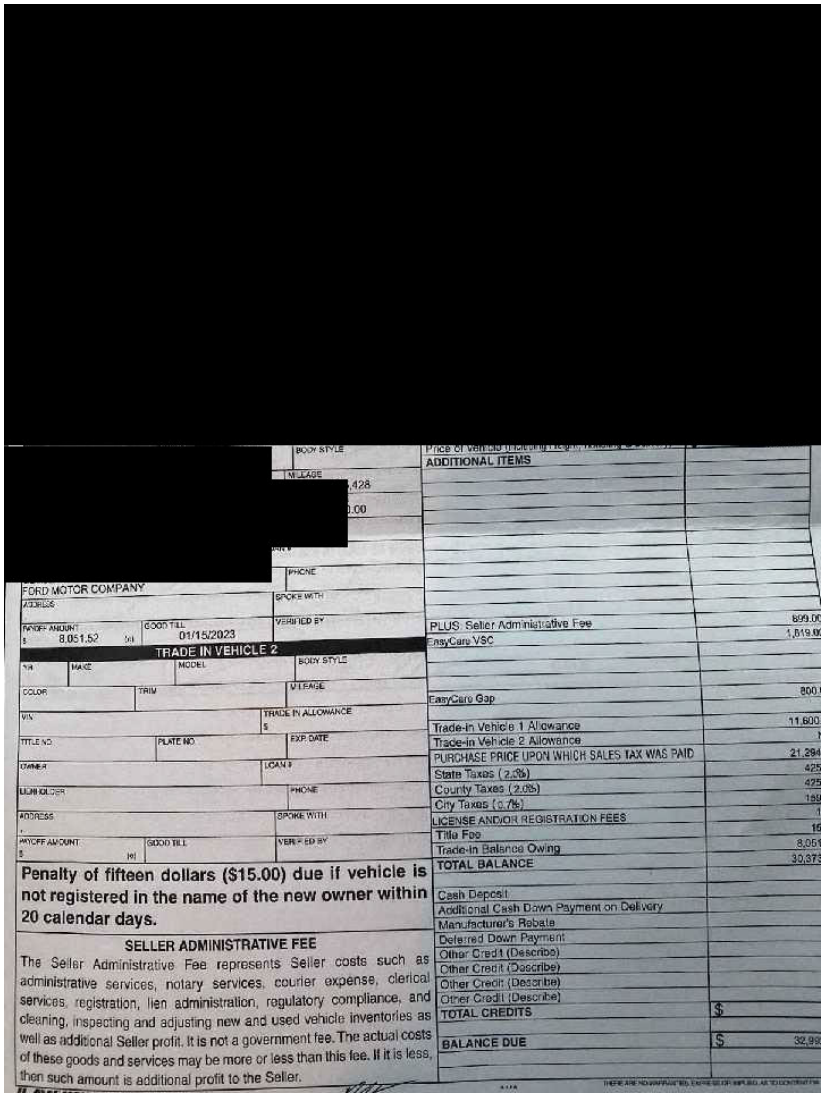

BODY STYLE
MILEAGE
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PHONE
FORD MOTOR COMPANY
ADDRESS
SPOKE WITH
PAYOFF AMOUNT
$ 8,051.52
GOOD TIL
01/15/2023
VERIFIED BY
TRADE IN VEHICLE 2
YR
MAKE
MODEL
BODY STYLE
COLOR
TRIM
MILEAGE
VIN
TRADE IN ALLOWANCE
$
TITLE NO
PLATE NO
EXP DATE
OWNER
LOAN #
LIENHOLDER
PHONE
ADDRESS
SPOKE WITH
PAYOFF AMOUNT
$
GOOD TILL
VERIFIED BY

Penalty of fifteen dollars ($15.00) due if vehicle is not registered in the name of the new owner within 20 calendar days.

SELLER ADMINISTRATIVE FEE

The Seller Administrative Fee represents Seller costs such as administrative services, notary services, courier expense, clerical services, registration, lien administration, regulatory compliance, and cleaning, inspecting and adjusting new and used vehicle inventories as well as additional Seller profit. It is not a government fee. The actual costs of these goods and services may be more or less than this fee. If it is less, then such amount is additional profit to the Seller.

Price of Vehicle	
ADDITIONAL ITEMS	
PLUS: Seller Administrative Fee	899.00
EasyCare VSC	1,849.00
EasyCare Gap	800.00
Trade-In Vehicle 1 Allowance	11,600.00
Trade-In Vehicle 2 Allowance	
PURCHASE PRICE UPON WHICH SALES TAX WAS PAID	21,284
State Taxes (2.5%)	425
County Taxes (2.0%)	425
City Taxes (0.7%)	149
LICENSE AND/OR REGISTRATION FEES	
Title Fee	16
Trade-In Balance Owing	8,051
TOTAL BALANCE	30,373
Cash Deposit	
Additional Cash Down Payment on Delivery	
Manufacturer's Rebate	
Deferred Down Payment	
Other Credit (Describe)	
Other Credit (Describe)	
Other Credit (Describe)	
Other Credit (Describe)	
TOTAL CREDITS	$
BALANCE DUE	$ 32,99

[redacted]

01/06/2023

Supplement Number :**00**

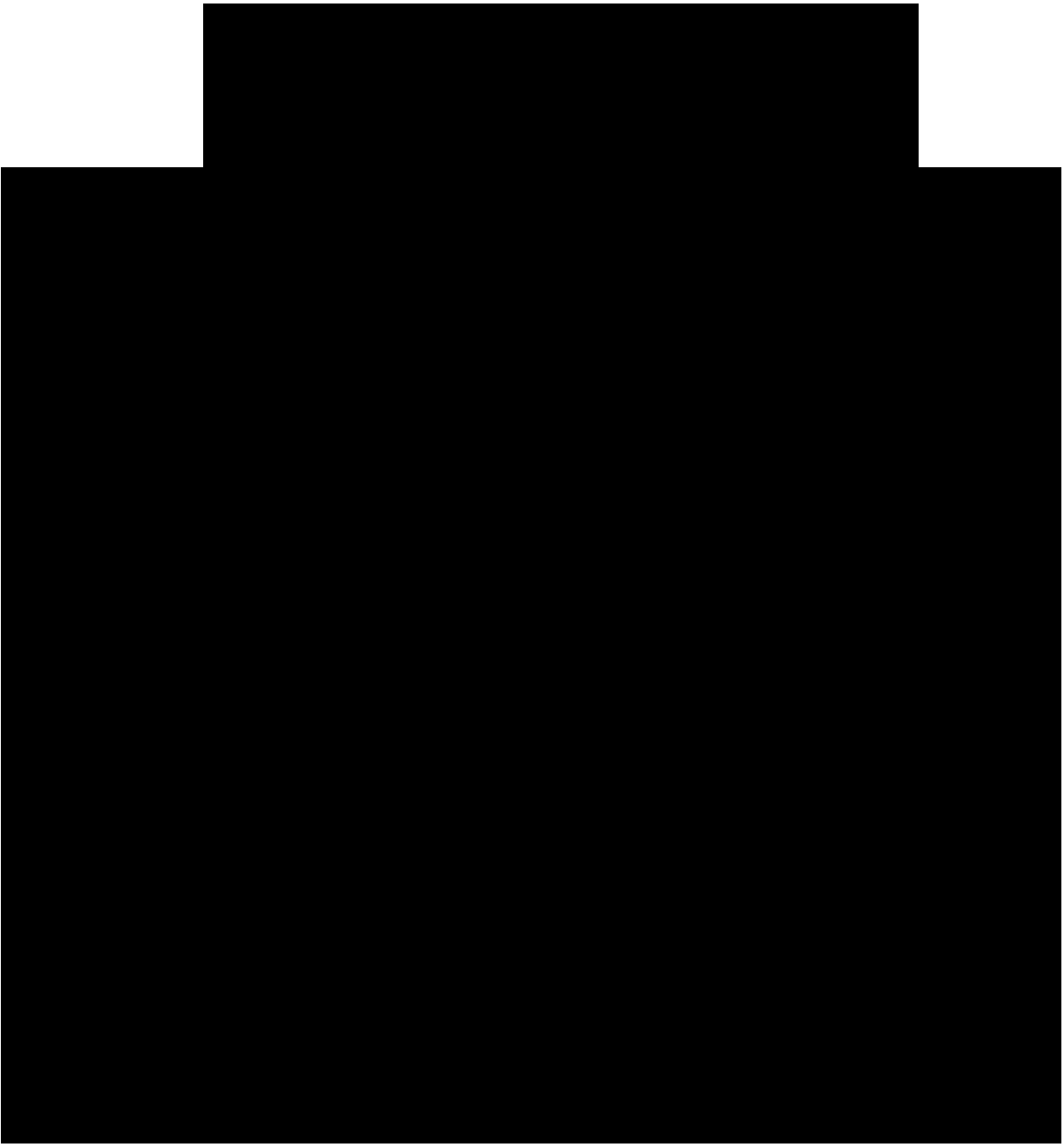


Image Label :**image**

Supplement Number :**00**

GEICO
geico.com

GEICO Casualty Company

One Geico Center
Macon, GA 31296-0001

2/23/2023

Ford

Po Box 6248
Dearborn, MI 48121-6248

Company Name:
Claim Number:
Loss Date:
Policyholder:
Claimant Claim Number:
Claimant Policy Number:
Claimant Vehicle:
Claimant Driver:

Dear Ford,

Our investigation shows your insured to be at fault in this accident.

This letter serves as our first notice of our subrogation claim and constitutes our sincere effort to settle the claim prior to arbitration. As repair or replacement of our insured's vehicle is underway, our payment recovery package will be forwarded to you as soon as it is completed.

Should you have any questions or concerns, please contact me at the number below.

Sincerely,

Ly Southerland
478-744-5652
Claims Department

INSTRUCTIONS: Please fill out this questio
Once you have done so, please send the mate [redacted]

CLAIM, VEHICLE, AND INCIDENT INFORMATION

[redacted]

[redacted] **address?**

[redacted]

[redacted] **the insured's insurance company?**

GEICO Insurance Company

5. What is the vehicle's year, make and model?

2022 Ford Escape

6. What is the vehicle's 17-digit VIN?

[redacted]

[redacted] **new, used, or certified pre-owned (CPO)?**

new

8. If the vehicle was purchased used or CPO, where was the vehicle purchased, what was the date of purchase, and what was the mileage at purchase?

n/a

9. What aftermarket additions or modifications have been made to the vehicle?

n/a

10. What are the alleged defects pertaining to the vehicle, if any? Include recall numbers if applicable.

Recall # 23V380000 – insured vehicle had an engine fire that appears related to the recall noted.

11. In what city and state did the incident take place?

Birmingham, AL

12. Please describe what happened before, during, and after the incident:

The insured was driving when the vehicle started filling with smoke. They pulled over and saw the engine was on fire

13. What was the mileage of the vehicle at the time of the incident?

Unable to determine due to fire damage

14. Has the vehicle or the allegedly defective parts been repaired or replaced?

No, total loss

15. What is the current location of the vehicle and the allegedly defective parts?

Held in GEICO salvage yard

DOCUMENTS

1. ☒ Full-page color photographs of the following items from several different angles: (1) all sides of the vehicle; (2) the damage to the vehicle; (3) any allegedly defective parts; (4) the inside of the vehicle – including the steering wheel, dashboard, and roof areas; and (5) the scene of the incident.

2. ☒ The insured's statement with a complete description of the incident.

3. ☒ The police department report and fire department report.

4. ☒ Any expert reports, written findings, and photographs.

5. ☐ Any videos of the incident.

6. ☐ Any data/reports from any recording sensors or driver monitoring devices.

7. ☐ The complete service records for the vehicle, including any CARFAX reports, regular maintenance records, and oil change records.

8. ☒ Any loss worksheets, repair estimates, repair orders (including the repair orders generated from the incident), and draft payments for any alleged damages.

9. ☒ A full itemization of damage and their accompanying proofs.

10. ☐ Any applicable insurance policies for the insured, including any assignment of rights.

INJURY INFORMATION

If you are not alleging any injuries, skip this section.

If you are alleging any injuries, Ford is required to provide certain information to Medicare. As such, to properly consider your claim, Ford will need to collect the following information about the injured individuals:

1. Full Legal Name: Click or tap here to enter text.
Gender: Click or tap here to enter text.
Date of Birth: Click or tap here to enter text.
SSN or Medicare HICN: Click or tap here to enter text.
Alleged Injury: Click or tap here to enter text.

2. Full Legal Name: Click or tap here to enter text.
Gender: Click or tap here to enter text.
Date of Birth: Click or tap here to enter text.
SSN or Medicare HICN: Click or tap here to enter text.
Alleged Injury: Click or tap here to enter text.

INJURY DOCUMENTS

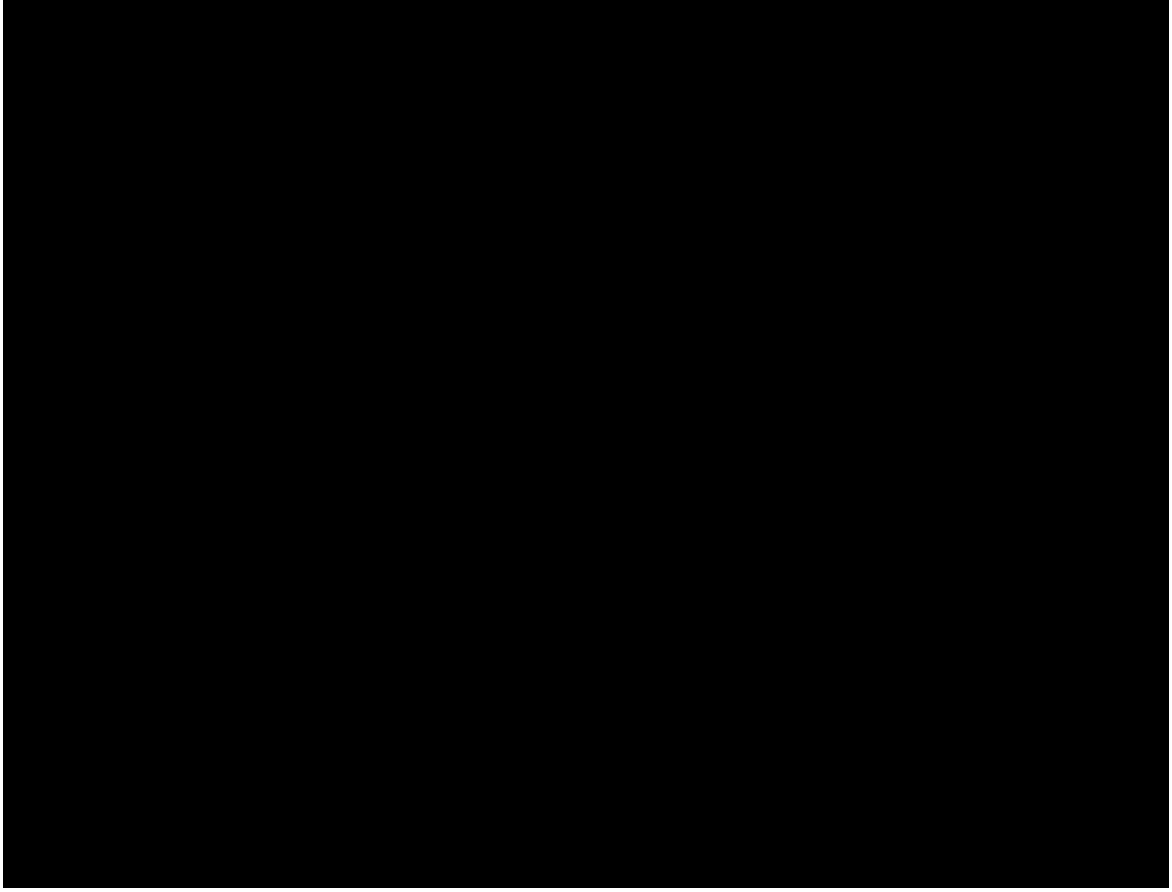
If you are not alleging any injuries, skip this section.

1. ☐ All medical records related to the diagnosis or treatment of any alleged injuries.
2. ☐ All medical bills for any diagnoses or treatments undergone as a result of any alleged injuries.

OTHER NOTES AND INFORMATION

Please put any additional notes or information you would like to share in the box below

File being handled by ISG on behalf of GEICO, same GEICO file number, phone 774-399-0565



Case

[redacted]

Overview

Case Number	[redacted]	**Status**	Resolved
Priority		**Owner**	US Ford Passenger Vehicle Inquiry NA CRC
Input Channel	Phone	**Status Reason**	Information Provided
Originating Team	US Ford Passenger Vehicle Inquiry NA CRC		

Case Closure Details

Resolution Type	Information Provided / Concern Addressed	**Case Disposition Team**	US Ford Passenger Vehicle Inquiry NA CRC
Cancellation Type		**Case Disposition Type**	Satisfied; No Further Action Needed
Closed By	[redacted]	**Closed Date**	9/14/2023 10:41 AM
Closure Comments			

Case Reopen Details

Reopened By		**Reopened On**	

Customer Info

Customer Info

Customer Name	[redacted]	**Best Contact Method**	
Best Daytime Phone		**Home Phone**	[redacted]

Business Phone [redacted] **ile Phone**

Email

Delegate Info

Customer Delegate

Customer Delegate Relationship

Customer Delegate Phone

Customer Scores

LTV Score 69

All Marketing Scores

Loyalty Score

ESP Score

Defector Score

Dissat Score

Likelihood To Service Yes

Service Segments

In-Market

Dealer Info

Dealer Info

Dealer Nam [redacted]

P&A Code 05574

Dealer Serv Manager

Dealer Phon Number [redacted]

More Than One Service Manager Yes

Dealer Contact [redacted]

Vehicle Info

Vehicle Info

VIN [redacted]

Mileage

Warranty Start Date	1/14/2023	**Mileage Units**	Miles
Hours In Service		**Converted Mileage**	

Vehicle Classification

Vehicle Classification Full Path	2022 > FORD > ESCAPE > U0G - ESCAPE SE 4X2 4DR

Model Year	2022	**Engine Specification**	
Make	FORD	**Transmission Specification**	
Model/Vehicle Line	ESCAPE		
Body Style	U0G - ESCAPE SE 4X2 4DR		

Equipment & Software

SYNC Version		**Modem/TCU?**	Yes
Installed SYNC Version		**Installed Date**	
WIFI Capable	No	**WIFI Enabled**	No
Data Usage		**Date Retrieved**	

Case Classification

Case Classification

Case Classification Team	US Ford Passenger Vehicle Inquiry NA CRC
Case Classification Full Path	Legal > Alleged Accident/Property Damage or Fire (Visible flames) due to Product Defect > Insurance Company Contacted/ settlement > Requests Financial Assistance

Level 1	Legal
Level 2	Alleged Accident/Property Damage or Fire (Visible flames) due to Product Defect
Level 3	Insurance Company Contacted/ settlement
Level 4	Requests Financial Assistance

Symptom Code

Symptom Classification

Symptom Classification Full Path	
Level 1	
Level 2	
Level 3	
Level 4	
More Than One Symptom Codes?	No

Additional Symptom Codes

Level 1	Level 2	Level 3	Level 4

Activities

[redacted]

	Activity Type	Status	Created On
	Phone Call	Completed	9/14/2023 10:20 AM

[redacted]

Case Assignment - CAS-45056913-Z5Y8K2	Case Assignment	Completed	9/14/2023 10:25 AM
[redacted]		Completed	9/14/2023 10:41 AM

[redacted]

Notes & Attachments

Title	Note	File Name
Created On 09/14/2023 10:38:54 By: Deivondyla Polk Primary Team:US Ford Passenger Vehicle Inquiry NA CRC	Has the customer filed a claim with their insurance company (Yes) If a claim has been filed with their insurance company, what is the status of the claim?(still pending) When did the vehicle catch fire? (9/13/2023) Where did the fire originate in the vehicle? (engine) Was the vehicle running when the fire started?(no just turned off) Where is the vehicle currently located?(palm springs ford) Was a fire report filed with the fire department (No) If a fire report was filed, can you provide a copy of the report?(n/a) If no fire report copy is available, what is the report number, and in what city and county was the report filed?(n/a) What was the city and state where the fire occurred? (DESERT HOT SPRINGS ,CA) Were any injuries sustained for which the parties sought treatment? If yes, provide the first and last names of all injured parties. (no) Is the vehicle repairable?(No) Are you seeking any form of assistance from Ford Motor Company? If yes, what form of assistance (e.g., medical bill reimbursement, repair assistance, etc.)?(financial assistance) Other than the vehicle, were there any other damages? (the roof in the garage) What is the name and address of the customer's attorney (ask this question only if the customer mentions they have sought/retained an attorney)?(n/a) What email address would you like our Office of General Counsel to send communication to regarding this matter? (	

	[redacted] of General Counsel to send your written response to (document the full address)? (13488 HERMANO WAY, DESERT HOT SPRINGS CA 92240)	

Email

Direction	Date	From	To	Subject	Body

Additional Info

Admin Info

Archived Case?	No	**Caller Authorization Code**	0073355954
Source System ID		**Source System Name**	[redacted]
Created On	9/14/2023 10:25 AM	**Created By**	
Modified On	Deivondyla Polk	**Modified By**	
Financial Assistance Provided?	N/A	**Case Age (Hours)**	25.98

KEMPER

Kemper Services Group

[redacted]

3/13/2024

Carrier: FORD MOTOR COMPANY
Claim:
Address: PO BOX 6248
DEARBORN, MI 48126
Adjuster: CLAIMS DEPT.
Fax / Email:

In Reply Please Refer To
Kemper Claim Number:
Kemper Insured:
Date of Loss:

Total Loss:

ACV:	$	30,388.00	
Tax	$	2,355.07	
FEES	$	167.00	
SALVAGE	$	-	
STORAGE	$	-	
R PAYMENT FOR DAMAGES	$	-	
<Blank>	$	-	
Ded:	$	(500.00)	<< Ded Status >>
Settlement:	$	32,410.07	

Rental:		$	-
		0	
Salvage:	Proceeds	$	(3,992.50)
Deductible:		$	500.00
Payments Received:		$	-
Total Demand:		**$**	**28,917.57**

Your Insured:
Your Claim Number:

We have been notified you are the liability carrier for the person who is responsible for this accident. The damages paid in the accident are shown above. We have also attached documentation to support our claim. Since your insured was the proximate cause of this accident, we are herby requesting reimbursement of the

Please make your check or draft payable to: Kemper Services Group as Subrogee of our insured and mail your payment to:

Kemper Services Group
PO Box 2843, Clinton, IA 52733

The payment should be for the Total Demand amount referenced above. If you have already made settlement with our insured please advise us immediately. Payments for less than the total claim amount will be processed and applied to the total claim amount. Negotiating such a payment will not constitute any form of settlement unless settlement has been agreed upon, in advance.

Sincerely,
Infinity Insurance Company
Laury Williams
Subrogation Specialist
P: 800.353.6737 xt. 1351687
E: lwilliams2@kemper.com

Kemper Services Group
PO Box 2843
Clinton, IA 52733

Phone 800.353.6737
Fax 877-746-4837

Financials: Checks

[redacted]

RQ24-008 000948 LC

4143

REMITTANCE: 40007940
DATE: 11/15/2023

[redacted]

Insurance Auto Auctions, Inc.

Attn: Settlement Group
Two Westbrook Corporate Center Suite 500
Westchester, IL 60154
Phone: (708) 492-7000
Fax: (708) 492-7078
E-mail:

Salvage Information

IAA Stock #: 000-37608211
IAA Branch: Fontana
Fed. Tax I.D. 953790111
Handler: Antonio Ford
Adjuster: Carla Sandoval
Insured:
Owner:
Claim #:
Policy #:
Vehicle:
Damage:
Mileage:
Mileage Type:
VIN:
ACV:
NICB Date:

[redacted]

Account of Sale	Total Activity	%ACV
Sales	$4,100.00	13.49
IAA Charges		
Consignment Flat Fee	$64.00	0.21
DocAssist	$5.00	0.02
DocAssist	$5.00	0.02
Fast Title Fee	$8.50	0.03
State/Local Transfer Fee	$25.00	0.08
Less IAA Charges	($107.50)	(0.35)
Net IAA Return	$3,992.50	13.14
Payment Amount	**$3,992.50**	13.14 %

[redacted]

Elapsed Days Analysis

Date of Event:	Date	Days
Loss	9/13/2023	--
Assigned	9/15/2023	3
Released	9/18/2023	4
Pickup	9/15/2023	-2
Title Rec'd	11/3/2023	50
Sale Doc. Rec'd	11/8/2023	6
Auction Date	11/14/2023	7
Buyer Payment	N/A	0
Remittance	11/15/2023	2
Elapsed Total Days:		64

IAA Doc_RP002.rpt

[redacted]

Legal Owners

Name: FORD MOTOR CRDT CO LLC
Address: PO BX 30201
COLLEGE STA, TX 77842

Registered Owners

Name: MUNNINGS MALCOLM JR
Address:
, CA

Additional State Information

ODOMETER IS ACTUAL
01/27/23 SMOG DUE 01/16/30
LIENHOLDER PAPERLESS TITLE HAV230127
01/14/2023-ODOMETER: 15 MILES ACTUAL MILEAGE

End of report

For Office Use:

|	|	|
|	|	|
|	|	insrepv1-6(2013)

CA Online Total Loss Calculation **Order Date: 10/5/2023**

[redacted]

Ordered for:
VIN Searched:
Plate Searche
VR Control#:
Created on:
Control #:

Vehicle Information

Legal Owner: FORD MOTOR CRDT CO LLC **Reg Owner:** [redacted]

[redacted]

[redacted]_DMV_Report.html

		te:		Total Loss Date:	9/13/2023
		r Model:	2022	Asterisk Yr:	
Veh Type:	AUTO	VLF Class:	JP	Reg Expire:	1/16/2024
County:	RIVERSIDE	City:	DESERT HOT SPRINGS	Zip Code:	92240
Num Axles:		GVW:		Unladen Weight:	
Plate Type:	REG AUTO	Buyer Type:	NONEXEMPT	Owner Type:	NONEXEMPT
Purch Date:		Purch Price:	0		
Non Op:	no	NonOp Date:			
Subst Plate:	no	RCDuplicateTitle:	no		

DUI: no **Sold After Registration:** no **Stolen:** no **O/S Replacement:** no

Loss Calculation

Settlement: $ 167.00 **DMV Refund:** $ 42.00

CURRENT: 1/16/2023 To 1/16/2024

	Fees Paid	Settlement
Registration	62.00	62.00
Vehicle License Fee	194.00	194.00
CHP Fee	29.00	29.00
SAFE Fee	1.00	1.00
Fingerprint ID Fee	2.00	2.00
Auto/Theft or DUI Fee	1.00	1.00
Abandoned Vehicle Fee	1.00	1.00
Smog Abatement Fee	20.00	20.00
Alt Fuel/Tech Reg Fee	3.00	3.00
SOUTH COAST Air Quality Management District	7.00	7.00
Transportation Improvement	112.00	112.00
Total for Period:	$ 432.00	$ 432.00

Total Reg Fees:	$ 432.00
Total Reg Fees Used: (8 mos.)	- 288.00
Transfer Fee	+ 15.00
Smog Transfer Fee	+ 8.00
Reg Fees to Refund:	$ 167.00

DMV Refund

Total VLF:	$ 194.00
VLF Used:	- 129.00
VLF Service Fee	- 23.00
Refund from DMV:	$ 42.00

Messages

Calculations may not reflect any payments in transition at the DMV

Fees shown on this report are estimates only and may be different from the actual fees.

INFINITY INSURANCE COMPANY

Kemper Claim Office
For supplements please contact appraiser via email or phone
ryane.jeffredo@kemper.com / 760-262-7668

Kemper Repair Network Shops: Estshare
PO BOX 2843
Clinton, IA 52733
Phone: (657) 303-6316

[redacted]

Estimate of Record

Written By: RYANE JEFFREDO, License Number: 149044, 9/15/2023 1:25:32 PM
Adjuster: FELIX, MARICELA, (800) 353-6737 x1351406 Business

[redacted]

VIN:	1FMCU0G63NUB96975	Production Date:	11/2022	Interior Color:	GRAY
License:	9EAM253	Odometer:	19429	Exterior Color:	OXFORD WHITE
State:	CA	Condition:	Good		

TRANSMISSION
Automatic Transmission
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Backup Camera
Remote Starter
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Blind Spot Detection
Lane Departure Warning
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions

[redacted]

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection OXFORD WHITE

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor		Paint
1	**FRONT BUMPER & GRILLE**									
2	* <>	Rpr	Bumper cover w/o auto park	LJ6Z17D957AAPTM				1.0		3.0
3			Add for Clear Coat							1.2
4		R&I	R&I bumper cover	LJ6Z17D957AAPTM				1.6		
5		R&I	Ornament	LJ6Z8213D				0.1		
6		R&I	Deflector	LJ6Z8310AB				0.6		
7		R&I	Lower cover w/o auto park	LJ6Z17D957A				0.6		
8		R&I	License bracket	LJ6Z17A385AB				0.2		
9	**FRONT LAMPS**									
10	*	Repl	LKQ RT Headlamp assy w/o projector lamp +20%	08282304	1	817.20		0.3		
11			Aim headlamps					0.5		
12		R&I	LT R&I headlamp assy	LJ6Z13008B				0.2		
13	**RADIATOR SUPPORT**									
14	**	Repl	A/M Lower shield 1.5 liter FWD	FO1228177	1	44.00		0.3		
15	**COOLING**									
16	*	R&I	Radiator	MX6Z8005B			m	4.1	M	
17	*	R&I	Fan assy	LX6Z8C607A			m	0.2	M	
18	**AIR CONDITIONER & HEATER**									
19		R&I	Condenser	LX6Z19712D			m	0.5	M	
20	**HOOD**									
21	**	Repl	A/M CAPA Hood	FO1230338C	1	830.00		1.2		2.8
22			Overlap Major Non-Adj. Panel							-0.2
23			Add for Clear Coat							0.5
24			Add for Underside(Complete)							1.4
25		Repl	Insulator	LJ6Z16738B	1	121.45		Incl.		
26	**FENDER**									
27		Blnd	RT Fender	LJ6Z16005A						1.1
28		Blnd	LT Fender	LJ6Z16006C						1.1
29		R&I	RT Wheel opng mldg black	LJ6Z16038AB				0.3		
30		R&I	LT Wheel opng mldg black	LJ6Z16039AB				0.3		
31	**ELECTRICAL**									
32		Repl	Battery 470 amp	BXT99RT4A	1	169.95	m	0.4	M	
33		Repl	Battery tray	JX6Z10732D	1	30.00		0.2		
34		Repl	Sensor	JX6Z10C679D	1	133.00				
35		Repl	Negative cable 1.5 liter FWD	LX6Z14301D	1	36.91	m	0.8	M	
36	*	Repl	Engine harness 1.5 liter FWD	JX7Z12A581AA	1	378.33		10.0	M	
37	*	Repl	Wire harness front 1.5 liter, FWD	LX6Z14290CH	1	781.67		15.0	M	
38	**ENGINE / TRANSAXLE**									
39		R&I	Air cleaner assy	JX6Z9600E			m	Incl.	M	
40		Repl	Air inlet tube	LX6Z9C623F	1	220.00	m	0.2	M	
41		Repl	Engine cover	JX6Z6A949B	1	77.33		0.2		

[redacted]

[redacted]

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection OXFORD WHITE

42	*	Repl	engine/trans assy	NONE	1	2,532.00	m	10.8	M	
43	**FRONT SUSPENSION**									
44		Repl	LT Lower cntrl arm	LX6Z3079B	1	376.36	m	1.3	M	
45	**WINDSHIELD**									
46	**	Subl	A/M Windshield, w/o auto wiper w/o htd park area plus kit	DW02544GTY	1	572.94	T			
47	*	Subl	Windshield, w/o auto wiper w/o htd park area Labor		1	116.00	X			
48		Repl	LT Wiper blade	LJ6Z17528BA	1	24.48		0.1		
49	**COWL**									
50		Repl	Cowl grille	LJ6Z78018A16AC	1	211.55		0.8		
51		Repl	Dash panel	LX6Z7801610P	1	316.20		9.5		1.5
52		Repl	Insulator	LJ6Z7801670B	1	276.13				
53		Repl	Front insulator 1.5, 2.0 liter	JX6Z5801588C	1	140.58				
54		Repl	Lower insulator	JX6Z5801492A	1	86.23				
55		Repl	Master cylinder	JX6Z2140K	1	157.82	m	0.9	M	
56		Repl	Filler cap	LX6Z2162A	1	6.33				
57	**INSTRUMENT PANEL**									
58		R&I	R&I instrument panel	LJ6Z7804320BD				6.5	M	
				SUBTOTALS		**8,456.46**		**68.7**		**12.4**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				8,340.46
Body Labor	18.0 hrs	@	$ 75.00 /hr	1,350.00
Paint Labor	12.4 hrs	@	$ 75.00 /hr	930.00
Mechanical Labor	50.7 hrs	@	$ 180.00 /hr	9,126.00
Paint Supplies	12.4 hrs	@	$ 55.00 /hr	682.00
Miscellaneous				116.00
Subtotal				20,544.46
Sales Tax	$ 9,022.46	@	8.7500 %	789.47
Total Cost of Repairs				**21,333.93**
Deductible				500.00
Total Adjustments				**500.00**
Net Cost of Repairs				**20,833.93**

[redacted]

********* KEMPER REPAIR NETWORK (KRN) PARTNER SHOPS, PLEASE USE ESTIMATE SHARE *********

You can download a copy of this appraisal with CCC One Import Workfile Copy and upload supplements and additional images.

********** NON-KRN SUPPLEMENT REQUEST INSTRUCTIONS **********

NOTICE: Any supplement requests submitted, including part changes, must have prior approval.
Please send a copy of your estimate, and all photos/supporting documents, to:

**********FOR SUPPLEMENTS PLEASE CONTACT APPRAISER DIRECT ON FRONT OF ESTIMATE**********

(Please provide the claim number/vehicle info and your contact information in the message.)
Tips for A Successful Supplement Request to Ensure Quicker Responses:
1. Vehicle should be torn down prior to supplement inspection so additional damage is verifiable by our appraiser.
2. If listed on estimate/prior supplement, floor pulls and/or set up & measure must be completed prior to our inspection.
3. Provide copies of all invoices for parts and sublet operations listed on the original estimate and/or previous supplement.
4. Provide copies of the repair authorization and direction of payment (DOP) forms signed by the vehicle's owner.
5. Provide an itemized list of additional operations or items requested prior to supplement inspection.
6. All photos, estimate, and supporting documents are included in one single email.

****

This is not an authorization to repair. Any authorization should be obtained directly from the vehicle owner. This is not a guarantee of payment. For questions regarding coverages, liability,checks, or car rental please contact the adjuster listed at the top of the estimate.

In order for the vehicle owner to avoid unnecessary out of pocket expenses, the owner should provide a copy of this estimate to the repair facility prior to authorizing repairs.
****

RQ24-008 000955 LC

[redacted]

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

""CURE TIME"" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection OXFORD WHITE

These glass, kit and labor prices are not the lowest available to us; however, we believe they represent fair, reasonable and competitive prices for your area. All pricing is based on the most current published NAGS benchmark list. Our glass administrator can be contacted at (614) 602-2120 or by email at shopcare@safelite.com

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MK20, CCC Data Date 09/11/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

THE INSURANCE COMPANY THIS ESTIMATE WAS PREPARED BY OR FOR WARRANTS THAT ANY NON-ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT CRASH PART INCLUDED IN YOUR ESTIMATE ARE AT LEAST EQUAL TO THE ORIGINAL EQUIPMENT MANUFACTURER PARTS IN TERMS OF KIND, QUALITY, SAFETY, FIT, AND PERFORMANCE.

[redacted]

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection OXFORD WHITE

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
10	All Star Auto Parts CA 3870 Garner Rd Riverside CA 92501 (407) 271-8949	#08282304 LKQ RT Headlamp assy w/o projector lamp +20% RH,HAL,COMP - halogen, w/o projector; R. Quote: CCC-190822460 Expires: 09/24/23	$ 681.00
14	KEYSTONE-FONTANA, CA 15895 VALLEY BLVD FONTANA CA 92335 (800) 421-7866	#FO1228177 A/M Lower shield 1.5 liter FWD Quote: 2182573289 Expires: 10/30/23	$ 44.00
21	KEYSTONE-FONTANA, CA 15895 VALLEY BLVD FONTANA CA 92335 (800) 421-7866	#FO1230338C A/M CAPA Hood Quote: 2182573289 Expires: 10/30/23	$ 830.00

Estimate of Record

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection OXFORD WHITE

ALTERNATE PARTS USAGE

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection OXFORD WHITE

VIN:	[redacted]	Production Date:	11/2022	Interior Color:	GRAY
License:		Odometer:	19429	Exterior Color:	OXFORD WHITE
State:	CA	Condition:	Good		

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	5	3
Optional OEM	0	0
Reconditioned	2	0
Recycled	1	1

CCC ONE MARKET VALUATION SUMMARY

Prepared for INFINITY INSURANCE COMPANY

REPORT SUMMARY

CLAIM INFORMATION

Owner	[redacted]
Loss Vehicle	
Loss Incident Date	
Claim Reported	

INSURANCE INFORMATION

Report Reference Number	[redacted]
Claim Reference	
Adjuster	
Appraiser	
Odometer	
Last Updated	

VALUATION SUMMARY

Base Vehicle Value	**$ 30,388.00**
Adjusted Vehicle Value	**$ 30,388.00**
Vehicular Tax (7.75%) Tax reflects applicable state. county and municipal taxes.	+ $ 2,355.07
Value before Deductible	**$ 32,743.07**
Deductible*	- $ 500.00
Total	**$ 32,243.07**

Adjustments indicated with an Asterisk (*) have been determined by INFINITY INSURANCE COMPANY and have been added here for convenience.

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Summary reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by INFINITY INSURANCE COMPANY.

Loss vehicle has 3% fewer than average mileage of 20,100.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology..... 2
Vehicle Information..... 3
Vehicle Condition..... 6

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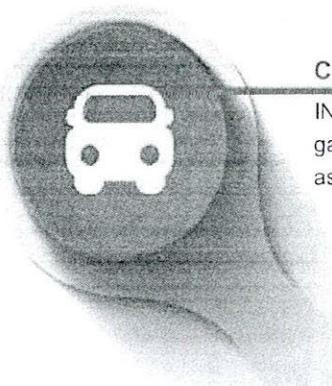
CCC ONE MARKET VALUATION SUMMARY [redacted]

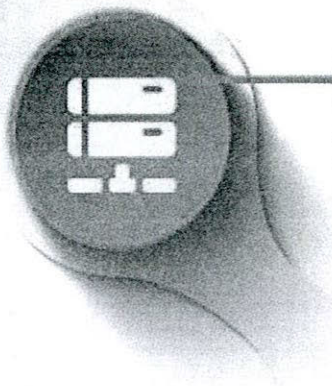
VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

INFINITY INSURANCE COMPANY has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

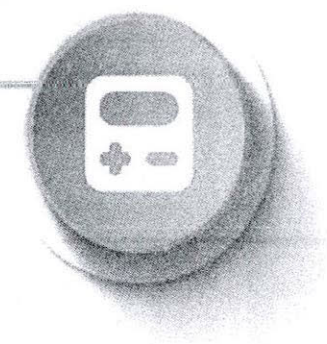


DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles advertised for sale by dealerships or private parties. CCC also obtains vehicle sales prices from a database of California Department of Motor Vehicles vehicle registration sold transactions. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the straight average of the adjusted values of the comparable vehicles.

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[redacted]

VEHICLE INFORMATION

VEHICLE DETAILS

Location	DESERT HOT SPRINGS, CA 92240-6311
VIN	[redacted]
Year	
Make	Ford
Model	Escape
Trim	SE
Body Style	FWD
Body Type	Sports Utility
Engine -	
Cylinders	3
Displacement	1.5L
Induction	Turbocharged
Fuel Type	Gasoline
Carburation	Port/Direct Injection
Transmission	Automatic Transmission
Curb Weight	3298 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss vehicle that may impact the value.

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[redacted]

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	19,429	
Transmission	Automatic Transmission	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
Decor/Convenience	Air Conditioning	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Overhead Console	✓
	Keyless Entry	✓
	Telescopic Wheel	✓
	Message Center	✓
	Remote Starter	✓
Seating	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
Wheels	Aluminum/Alloy Wheels	✓
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓

To the left is the equipment of the loss vehicle that INFINITY INSURANCE COMPANY provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

Additional Equipment that is not Standard but was noted to be on the loss vehicle.

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[redacted]

VEHICLE INFORMATION

VEHICLE EQUIPMENT

	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Backup Camera	✓
	Hands Free	✓
	Traction Control	✓
	Stability Control	✓
	Lane Departure Warning	✓
	Blind Spot Detection	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Privacy Glass	✓
	Rear Spoiler	✓
	Rear Window Wiper	✓
	Clearcoat Paint	✓
Other - Trucks	California Emissions	✓

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[redacted]

VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Typical Vehicle Description	Value Impact
INTERIOR			
Seats	AVERAGE	**Notes:** CLEAN **Typical Vehicle Desc:** Clean to very clean with no significant tears, holes or burn marks. Light to no wear. No bare spots.	$ 0
Carpets	AVERAGE	**Notes:** CLEAN **Typical Vehicle Desc:** Clean to very clean with no significant tears, holes or burn marks. Light to no wear. No bare spots.	$ 0
Dashboard	AVERAGE	**Notes:** OK **Typical Vehicle Desc:** A few small and/or insignificant scratches or gouges. Minimal to no damage to firmly intact and functional components. Light wear.	$ 0
Headliner	AVERAGE	**Notes:** CLEAN **Typical Vehicle Desc:** Clean to very clean with no significant holes or burn marks. Light to no significant scuffing.	$ 0
EXTERIOR			
Body	AVERAGE	**Notes:** NO DMG **Typical Vehicle Desc:** **Sheet Metal:** Few to no dings. No dents. All panels intact and properly aligned. **Trim:** No broken and/or missing components. No dents. Few to no dings.	$ 0
Glass	AVERAGE	**Notes:** SPEAKS ON GLASS ARE FROM FIRE DEBRIS **Typical Vehicle Desc:** Light to no surface scratches. Light to no pitting.	$ 0

INFINITY INSURANCE COMPANY uses condition inspection guidelines to rate the condition of key components of the loss vehicle on a three-point scale. A rating of average condition results in a valuation of that component that is consistent with typical vehicles for that year, make and model of vehicle. If a component is rated in exceptional condition, then a positive monetary adjustment is made to reflect the impact of that condition level on the value of the loss vehicle. Similarly, if a component is rated in below average condition, then a negative monetary adjustment is made to reflect the impact of that condition level on the value of the loss vehicle. Inspection Notes, if any, reflect additional observations from the appraiser regarding the loss vehicle's condition. Monetary adjustments are based upon market research consisting of data gathered from dealerships in California.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average condition. These dollar adjustments are based upon interviews with dealerships across the United States.

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[redacted]

VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Typical Vehicle Description	Value Impact
Paint	AVERAGE	**Notes:** OK **Typical Vehicle Desc:** Minimal surface chipping and/or a few small scratches. No peeling and/or flaking. Minor to no swirl marks. Light to no fading.	$ 0
MECHANICAL			
Engine	AVERAGE	**Notes:** OK **Typical Vehicle Desc:** Minor to no seepage. Belts and hoses firm, and may show minimal wear. Minimal to zero dirt and grease in engine compartment.	$ 0
Transmission	AVERAGE	**Notes:** OK **Typical Vehicle Desc:** Fluid slightly discolored. A few areas to no seepage.	$ 0
TIRES			
Front Tires	AVERAGE	**Notes:** 60% TREAD REMAINING ON FRONT TIRES L/F =6/32NDS R/F =6/32NDS BASED ON NEW TIRE WITH STARTING TREAD OF 10/32NDS **Typical Vehicle Desc:** 41% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11)	$ 0
Rear Tires	AVERAGE	**Notes:** 70% TREAD REMAINING ON REAR TIRES L/R =7/32NDS R/R =7/32nds BASED ON NEW TIRE WITH STARTING TREAD OF 10/32NDS **Typical Vehicle Desc:** 41% to 90% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11)	$ 0
Total Condition Adjustments			**$ 0**

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CCC ONE MARKET VALUATION SUMMARY [redacted]

COMPARABLE VEHICLES

COMPARABLE VEHICLES

Source	Vehicle	Price	Adjusted Comparable Value
Comp 1 Source: Verified Sold DMV Palm Springs Ford Lincoln Merc Cathedral City, CA (760) 328-2102 10 Miles From Desert Hot Springs, CA	**2022 Ford Escape Se Fwd 3 1.5l Gasoline Turbocharged Port/direct Injection** Odometer: 7,512 VIN: 1FMCU0G6XNUB10089 Stock #: 9CNB979 Updated Date: 07/10/2023	$ 32,300 (Sold)	$ 30,966
Comp 2 Source: Dealer Ad Palm Springs Ford Cathedral City, CA (760) 328-2102 10 Miles From Desert Hot Springs, CA	**2022 Ford Escape Se Fwd 3 1.5l Gasoline Turbocharged Port/direct Injection** Odometer: 2,708 [redacted]	$ 31,495 (List)	$ 29,809

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

Distance is based upon a straight line between loss and comparable vehicle locations.

Adjusted Comparable Value represents the price of the comparable vehicle with adjustments for options, mileage, condition, and year/model/trim as compared to the loss vehicle.

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[redacted]

COMPARABLE VEHICLES

COMPARABLE VEHICLE SUMMARY

	Source	Comparable Vehicle	Price	Adjusted Comp Value
1	Verified Sold DMV	**2022 Ford Escape Se Fwd 3 1.5l Gasoline Turbocharged Port/ direct Injection**	$ 32,300 (Sold)	$ 30,966
2	Dealer Vehicle	**2022 Ford Escape Se Fwd 3 1.5l Gasoline Turbocharged Port/ direct Injection**	$ 31,495 (List)	$ 29,809
	Base Vehicle Value		**$ 30,388.00**	

The following comparable vehicle(s) were used to determine this Base Vehicle Value by computing the arithmetic average of the adjusted values of the comparable vehicles. Details on these comparable vehicles are in the Comparable Vehicles section.

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BATTERY

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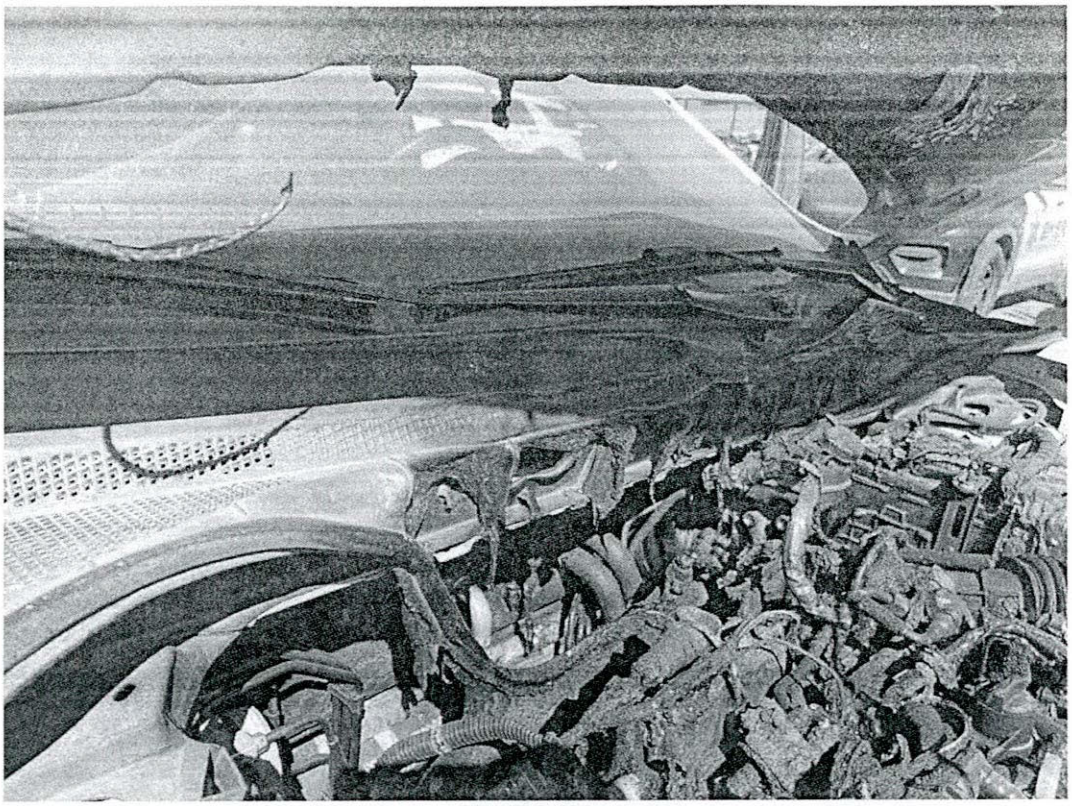

COWL

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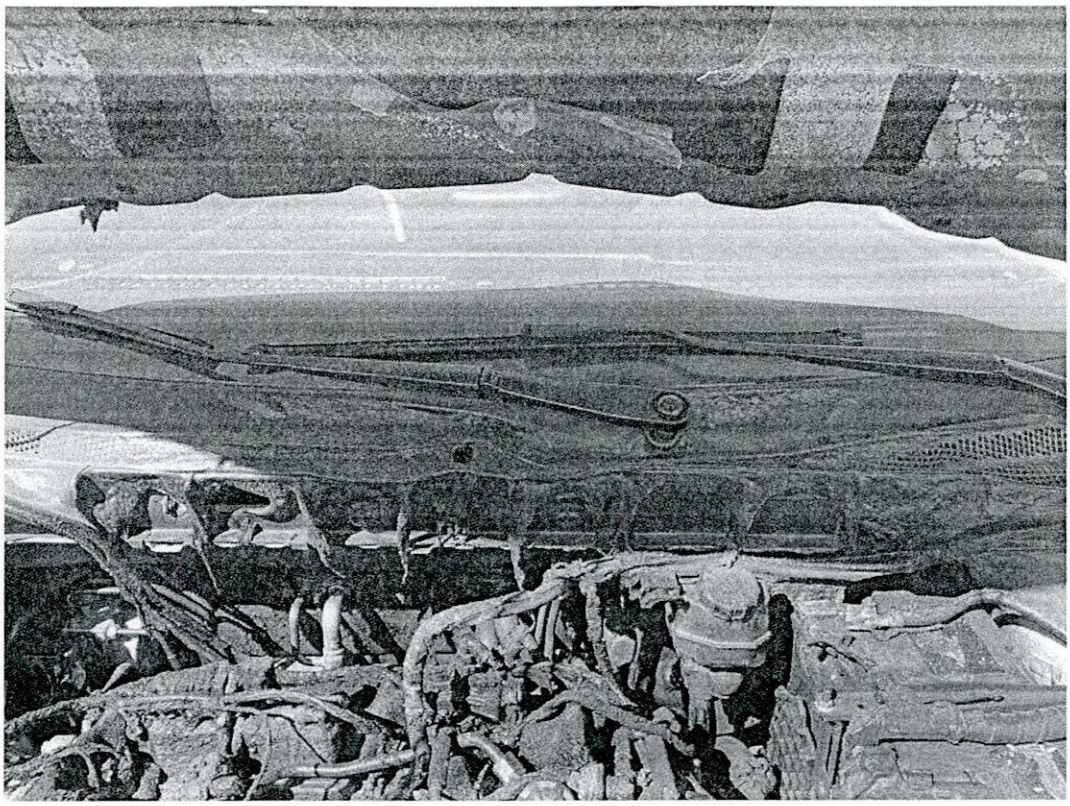

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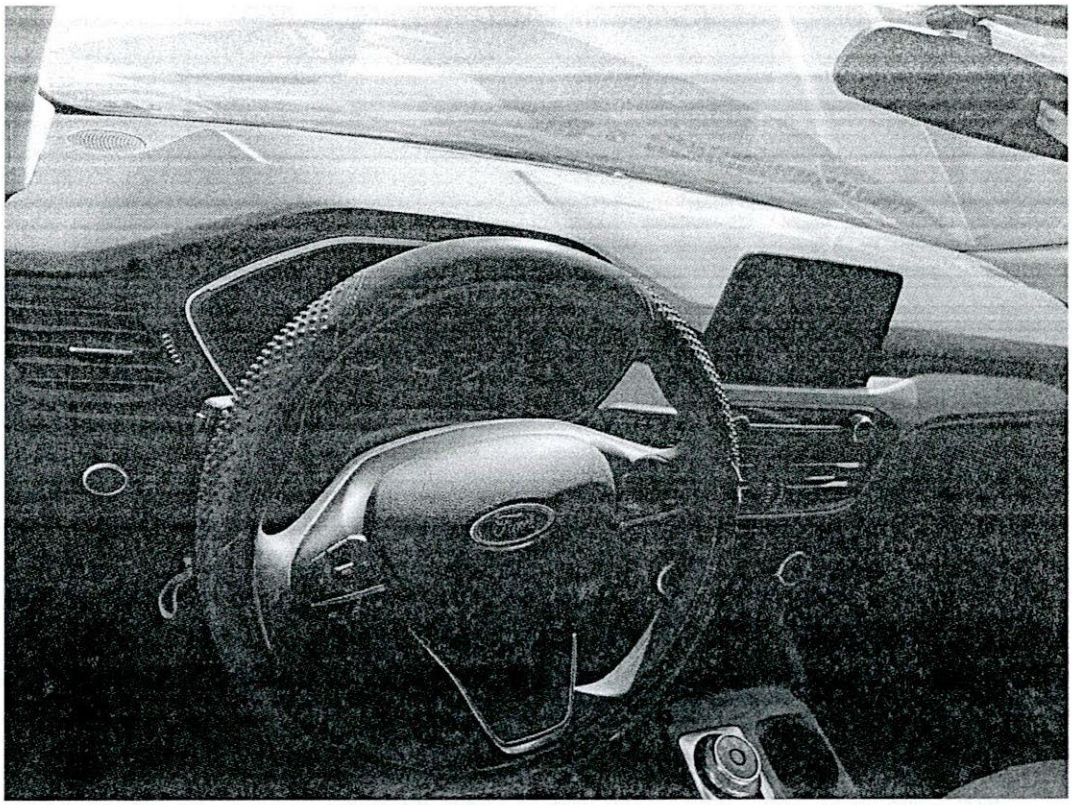
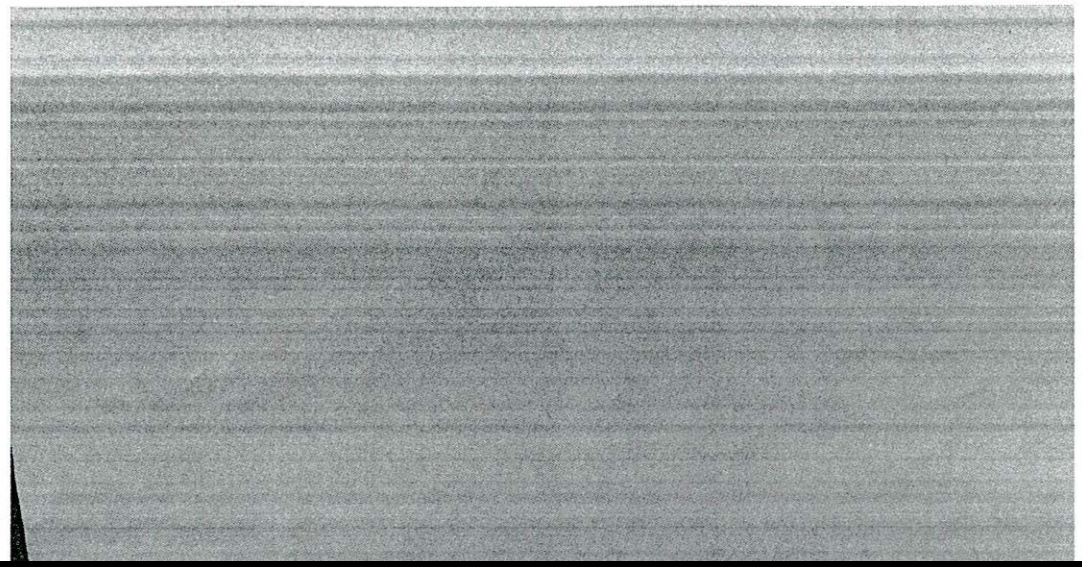


Dash Plate

[redacted]



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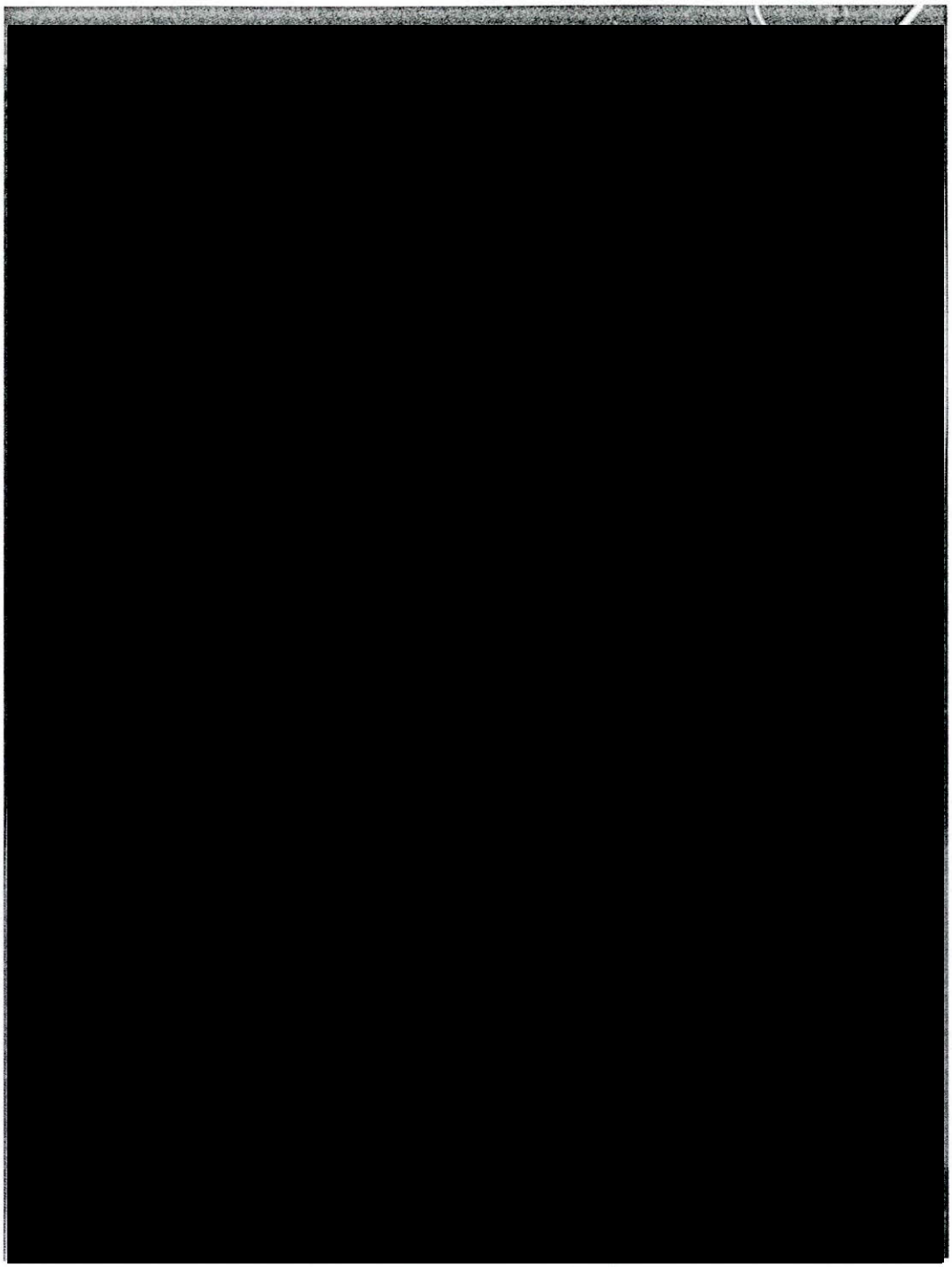
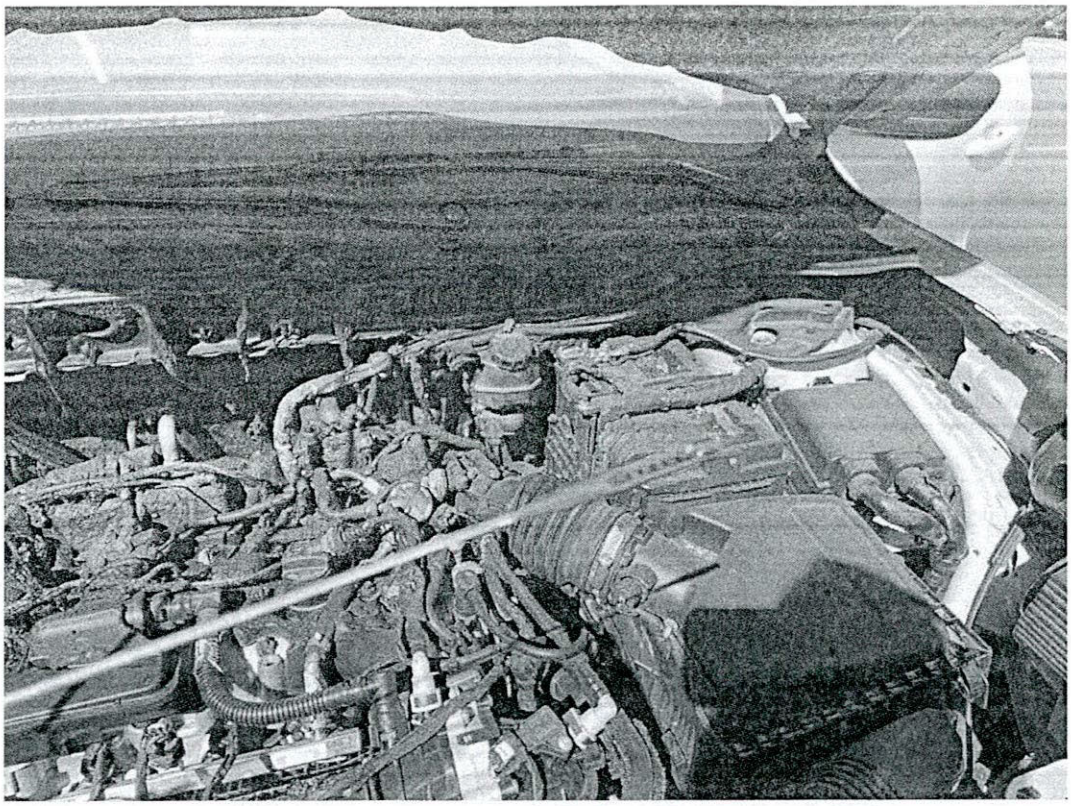


DEALER DOC SHOWING NO

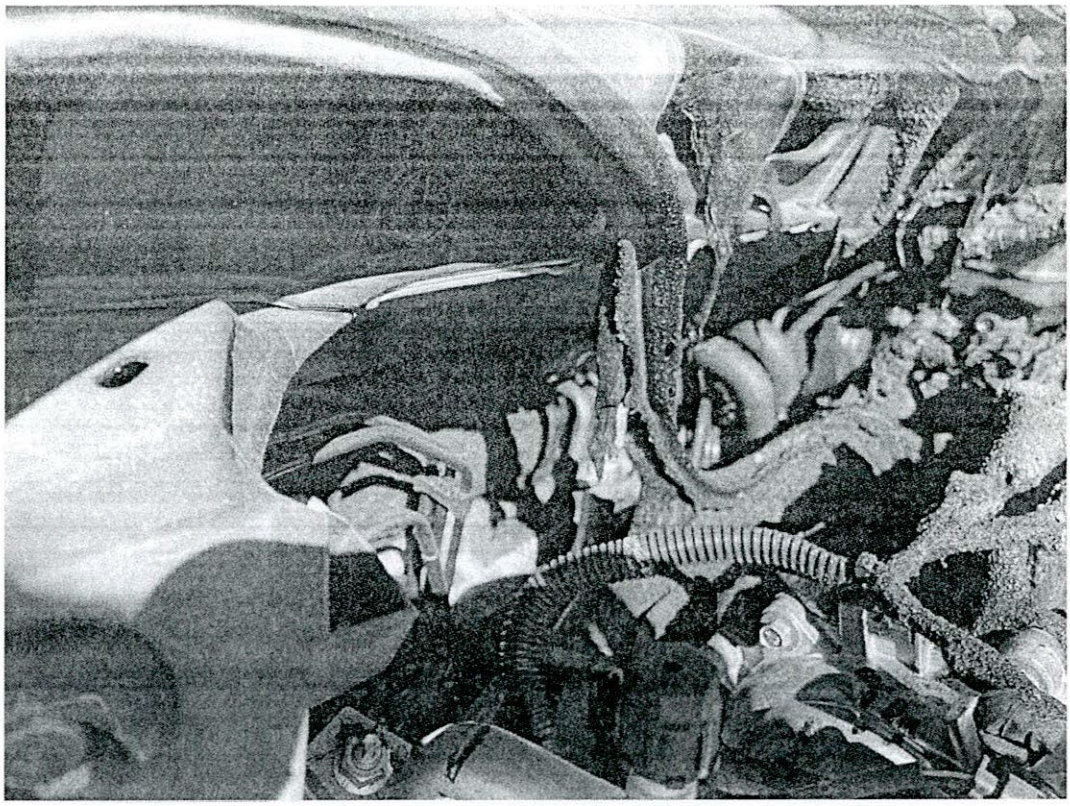


DIPSTICK

[redacted]

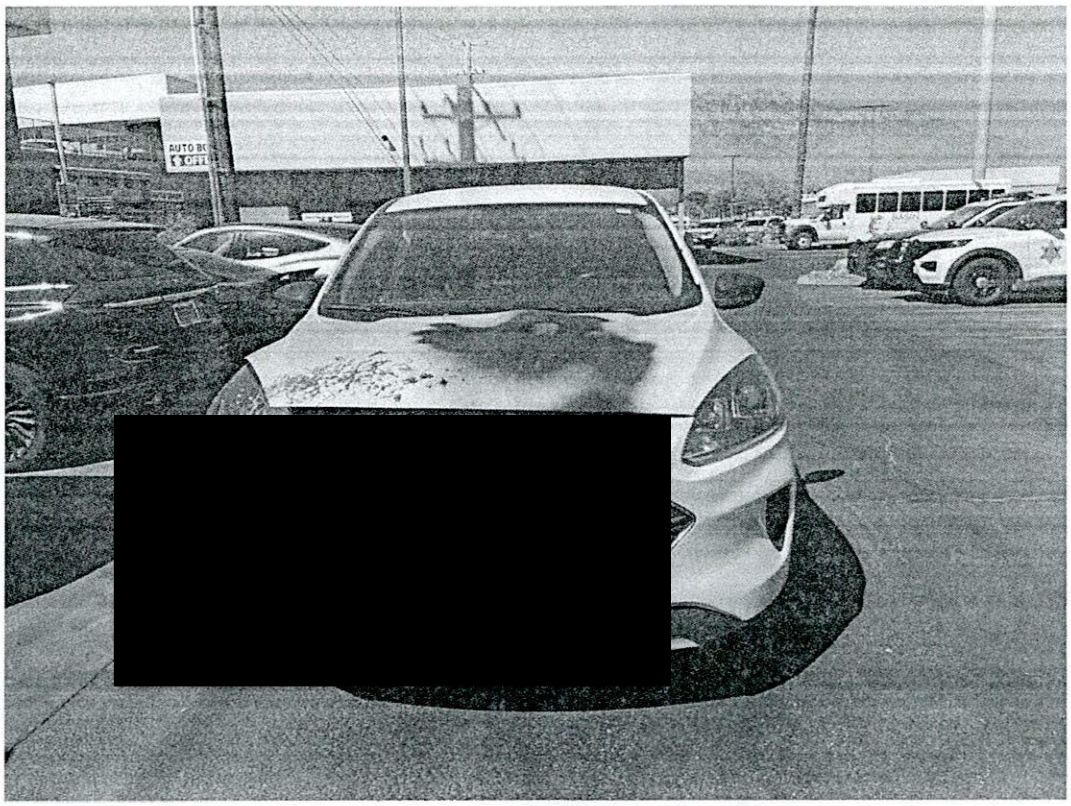
Exterior

[redacted]



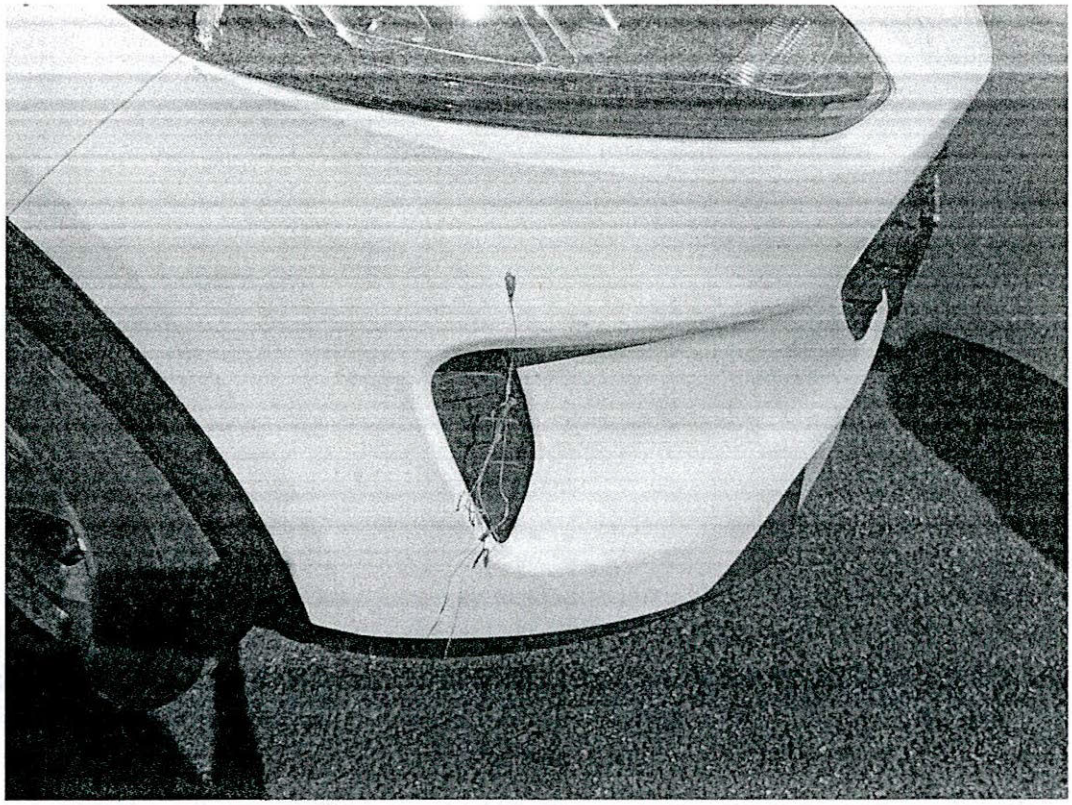
FIRE WALL

[redacted]



Front

[redacted]



FRT BUMPER

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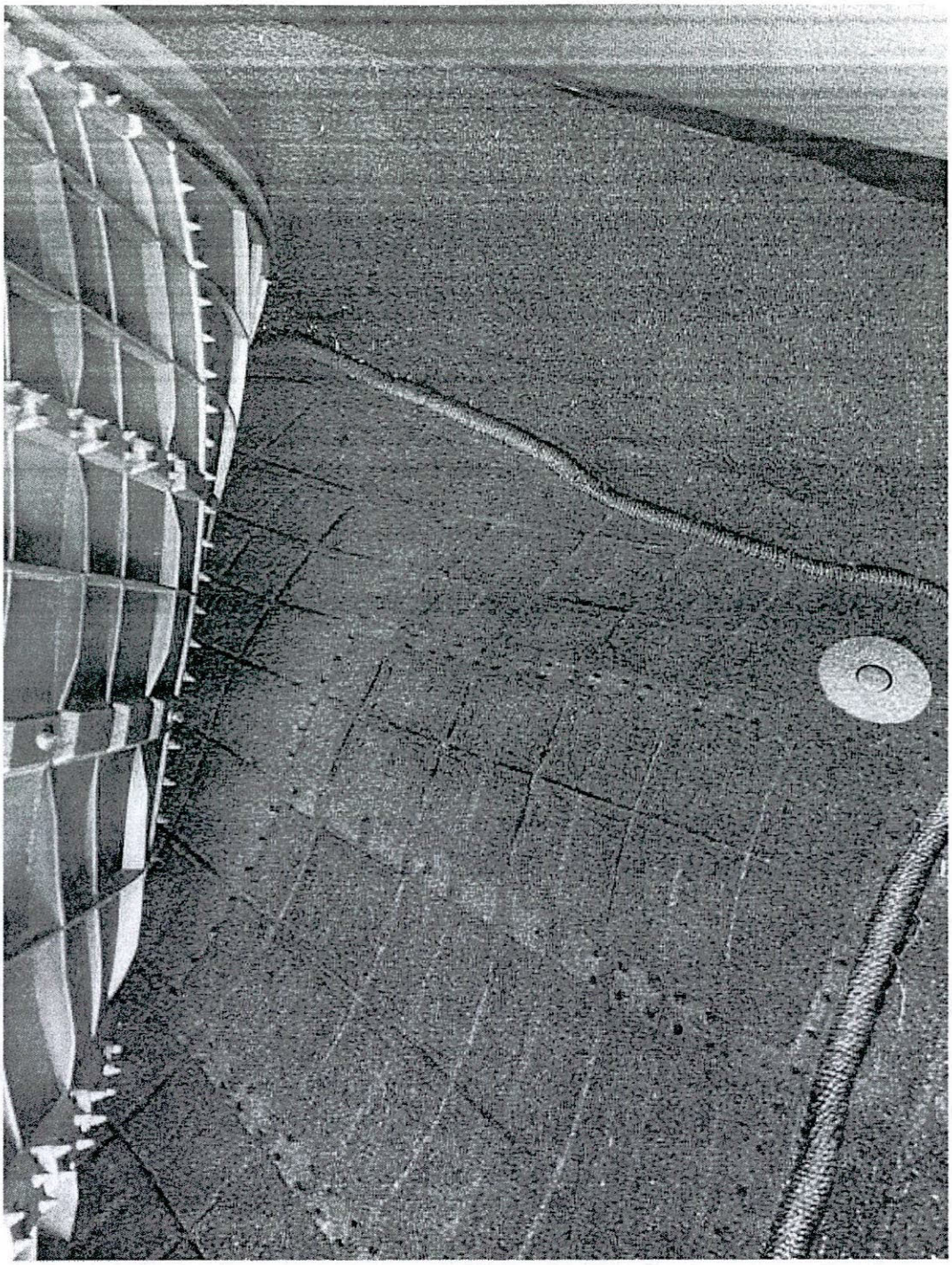


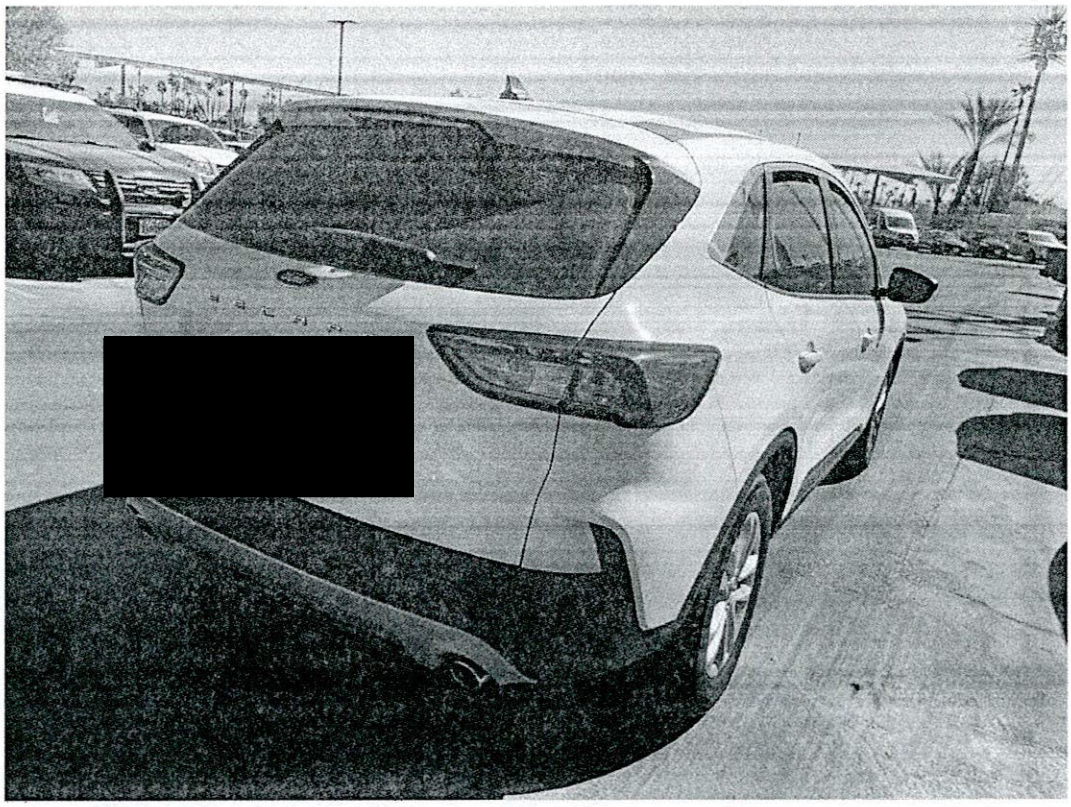
FRT CARPET

[redacted]

Headrests

[redacted]

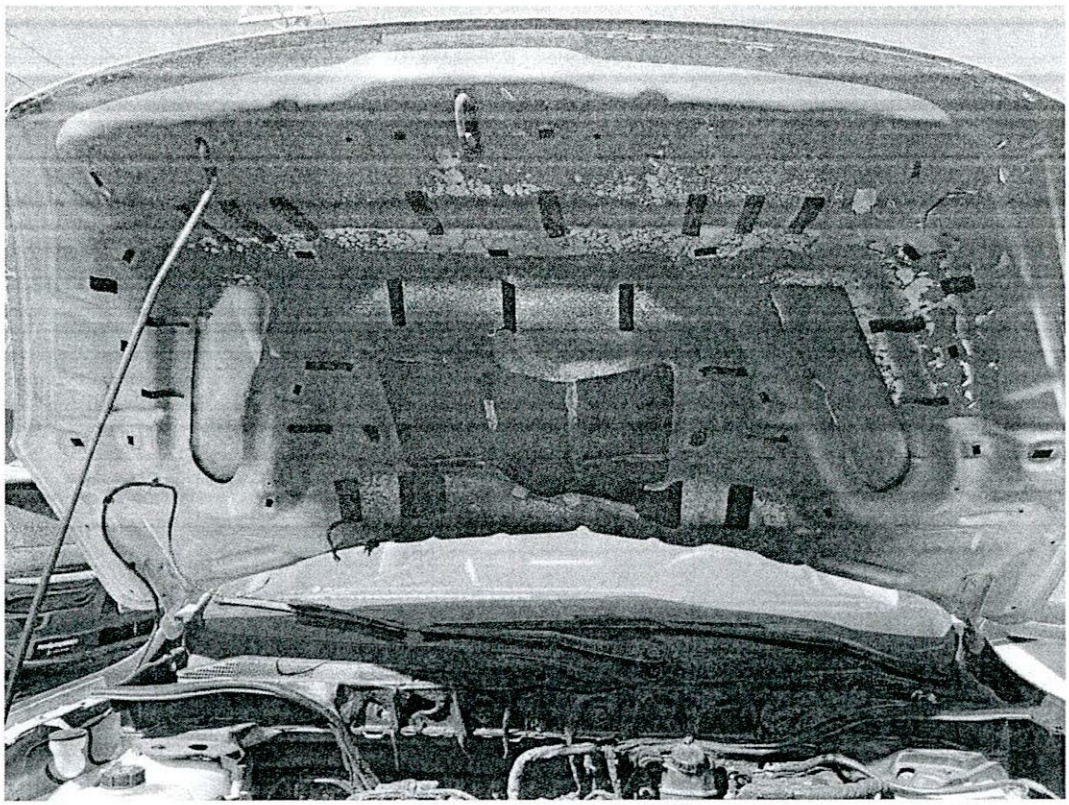
HOOD



HOOD

HOOD

[redacted]



HOOD

[redacted]

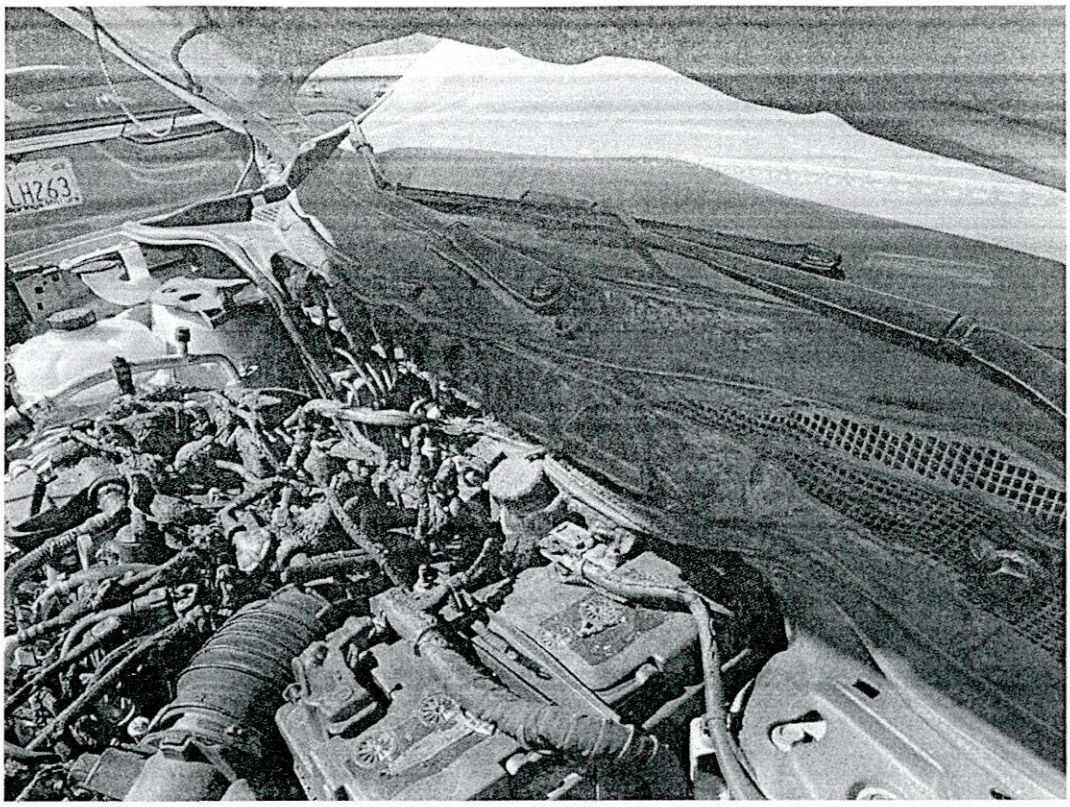


Image 10

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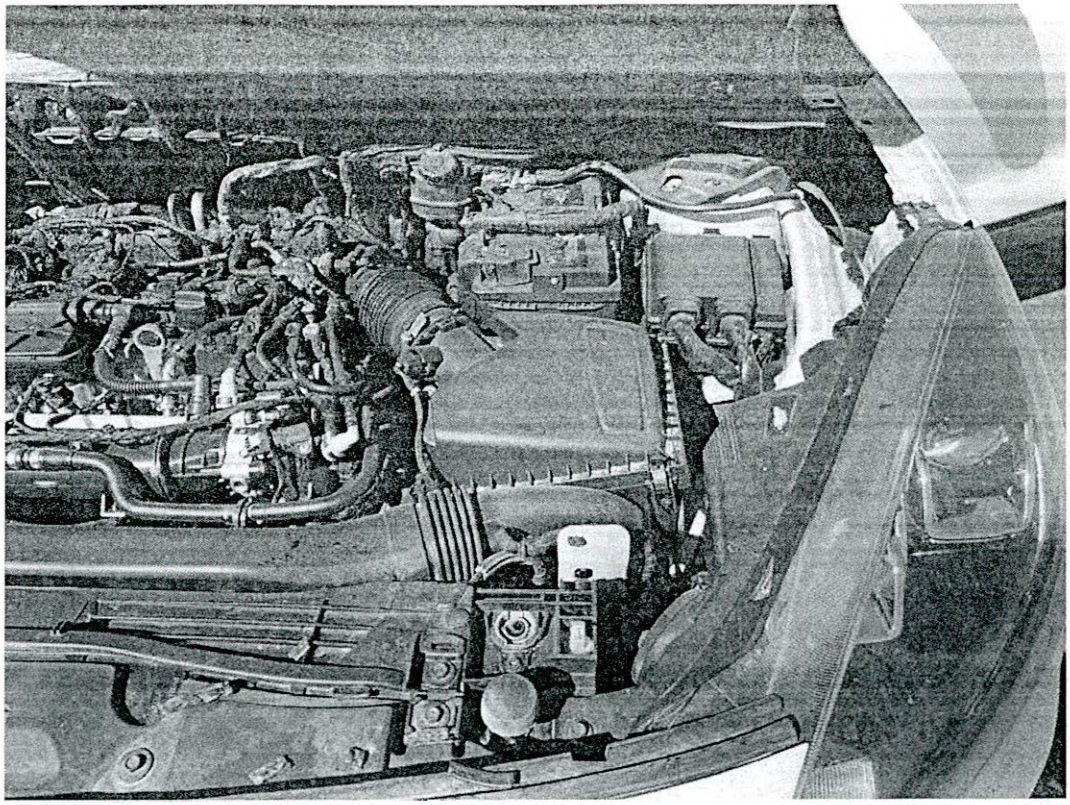

Image 19

[redacted]

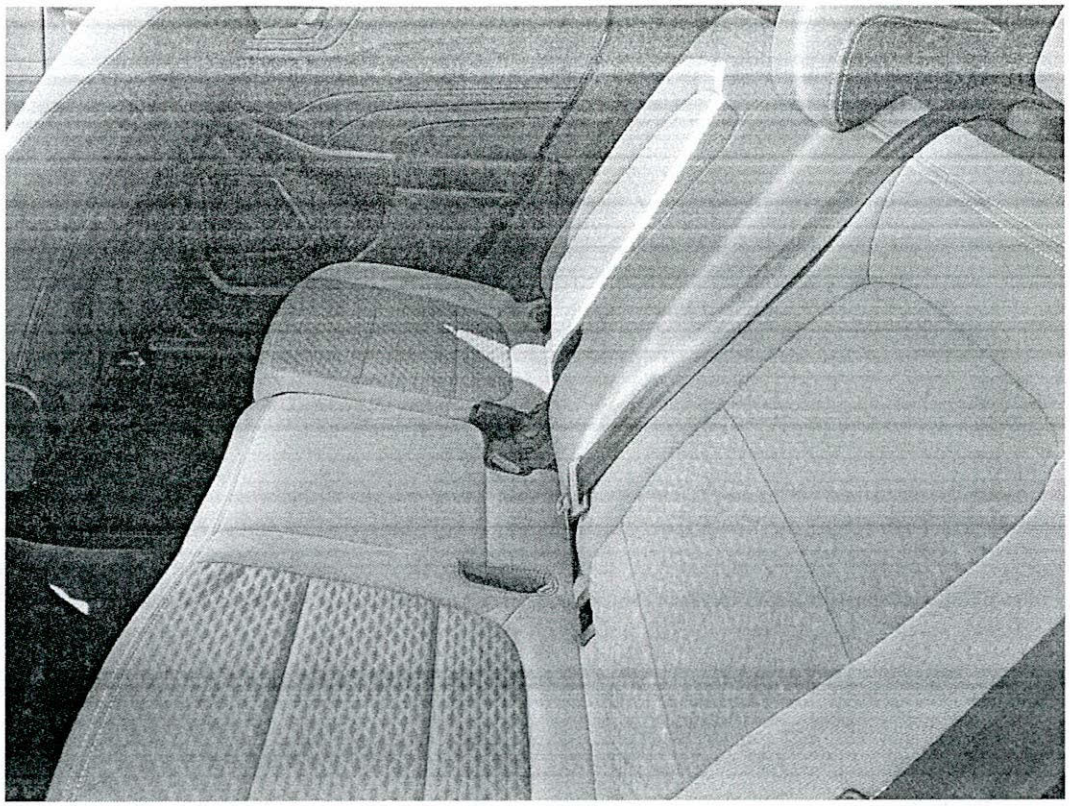

Image 2

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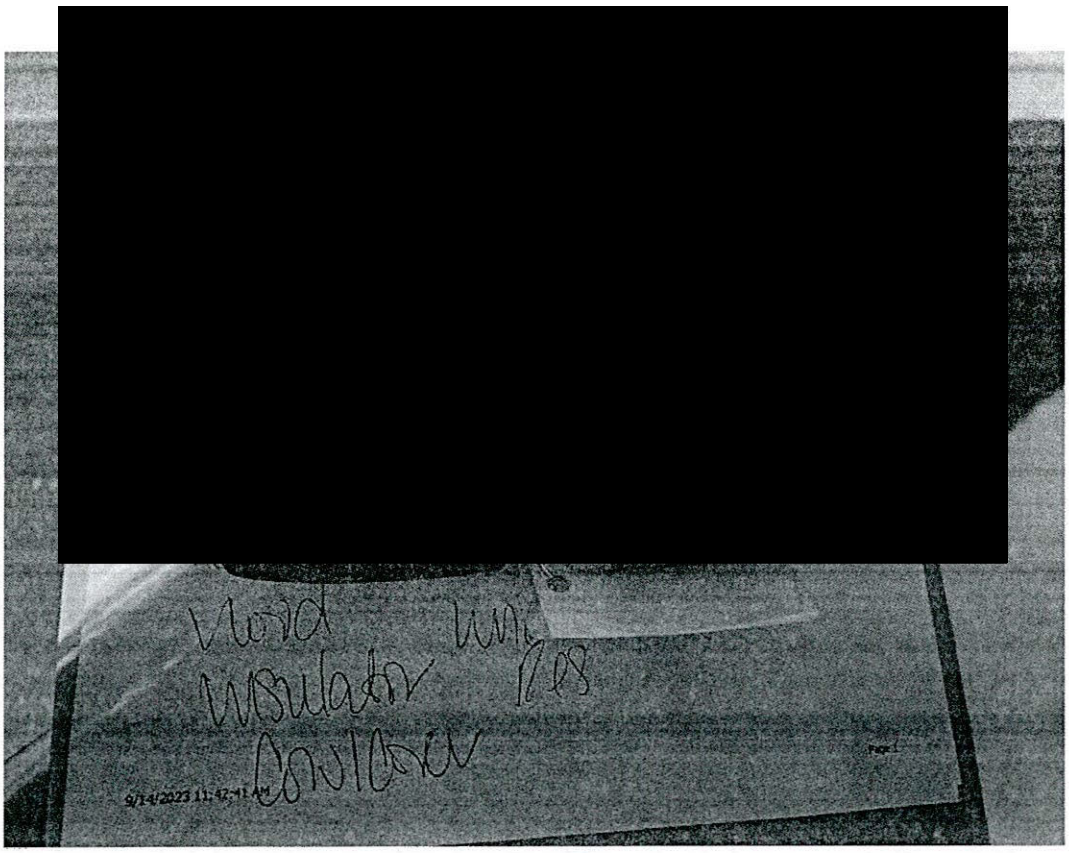
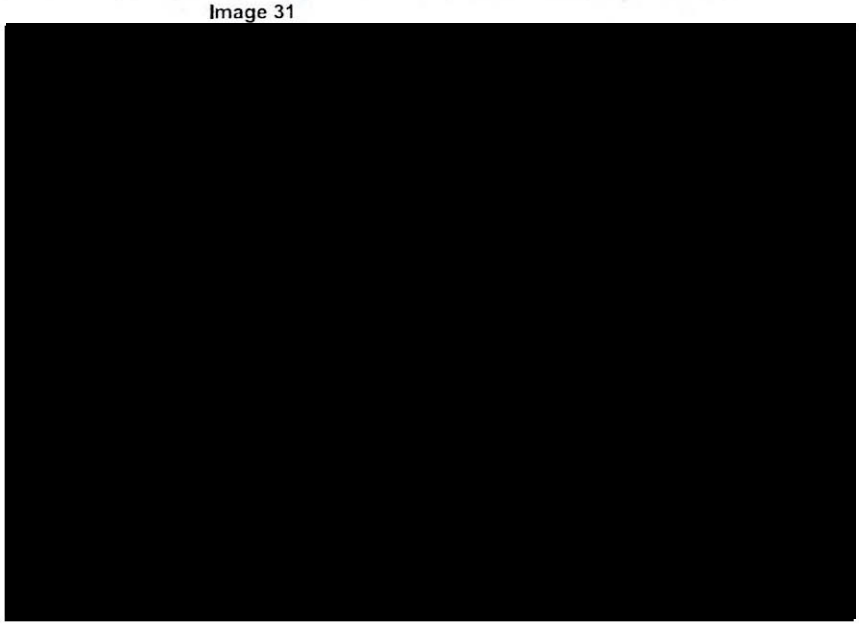


Image 31



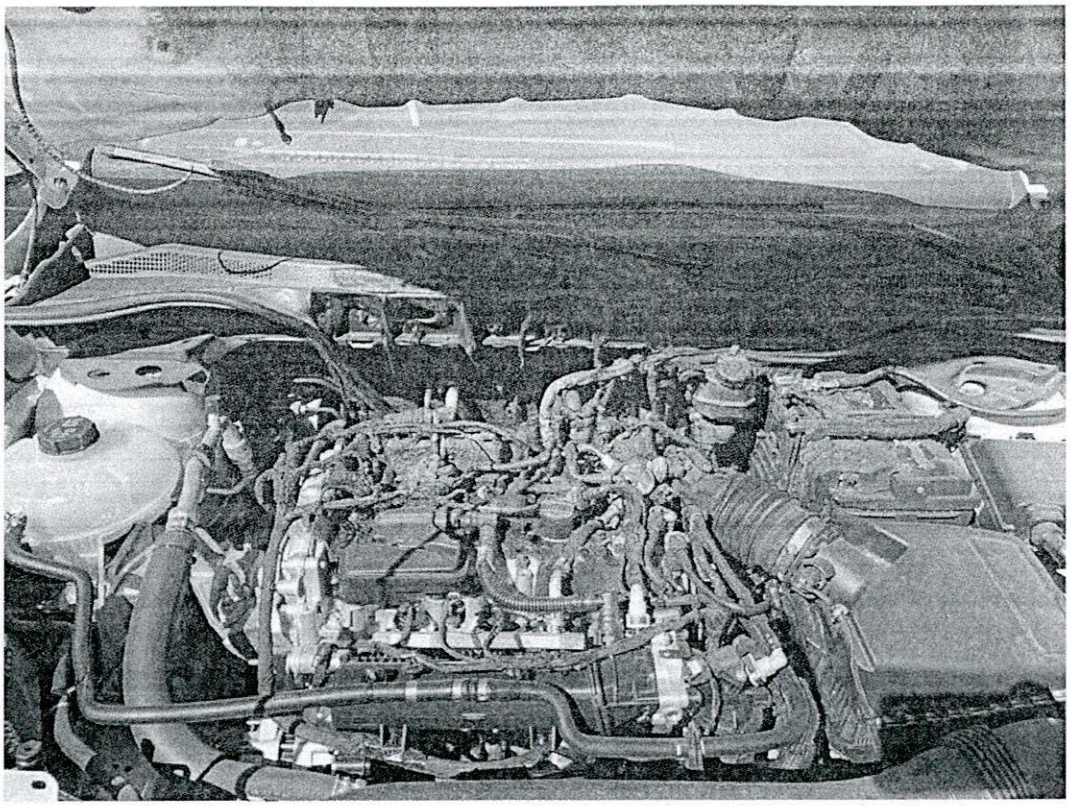


Image 6

[redacted]

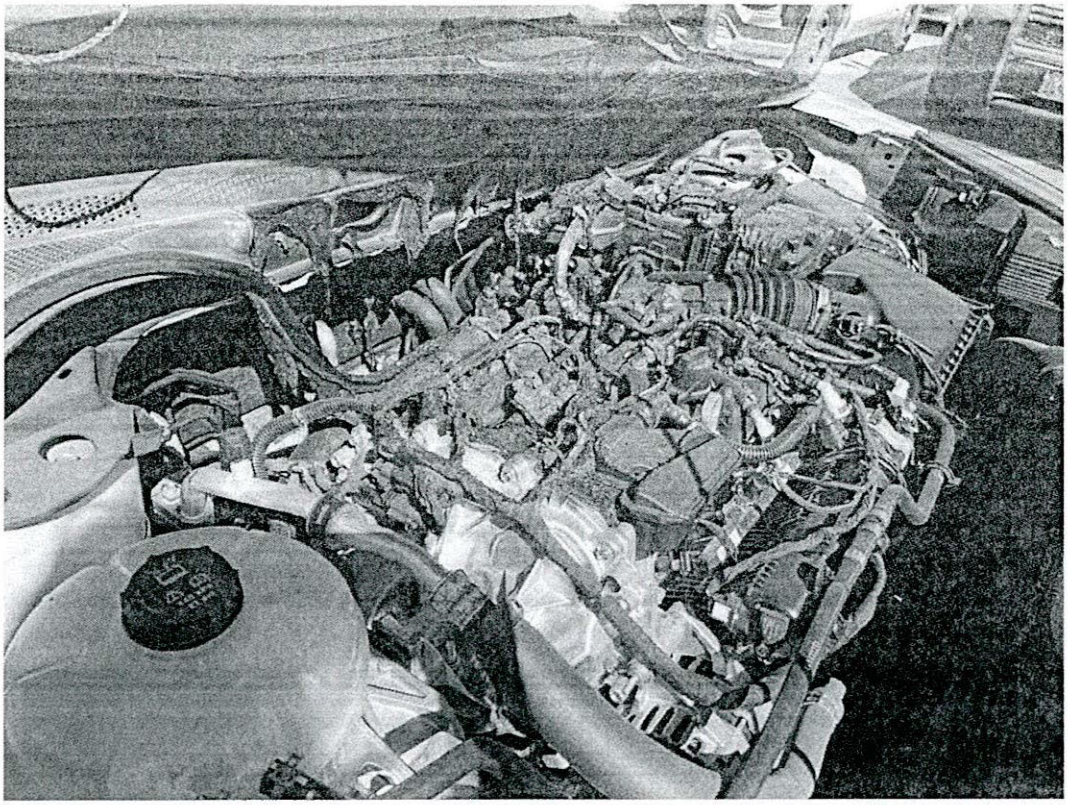


Image 7

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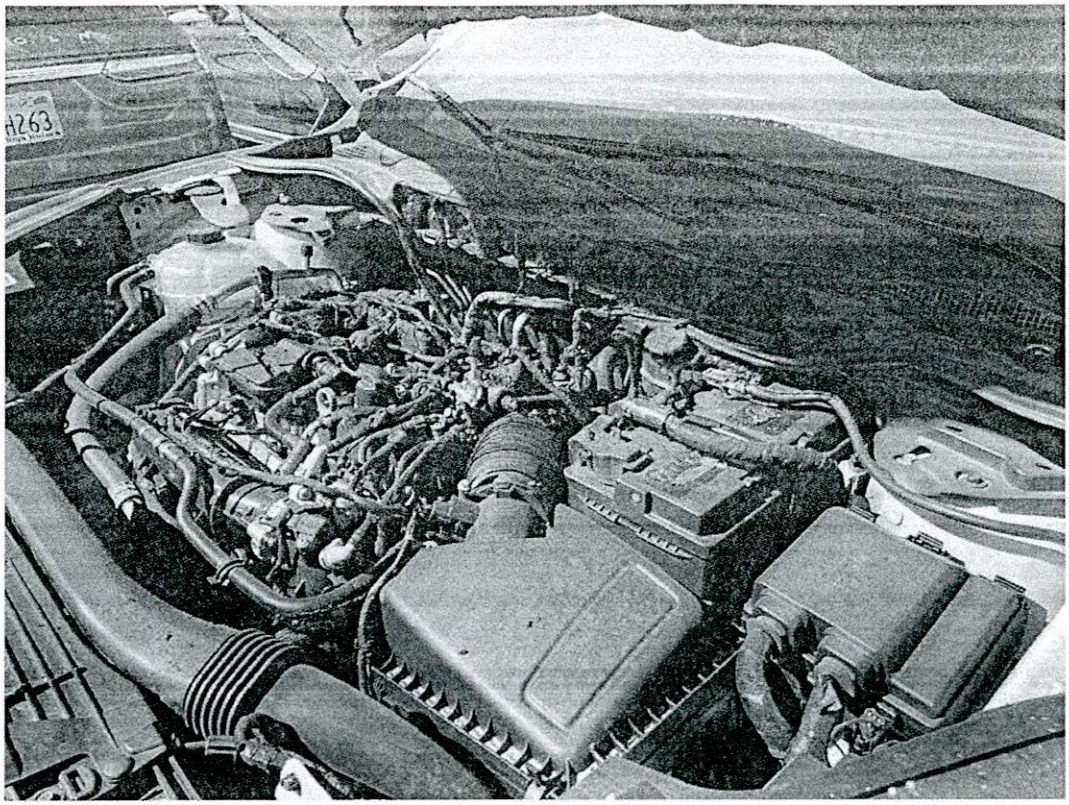
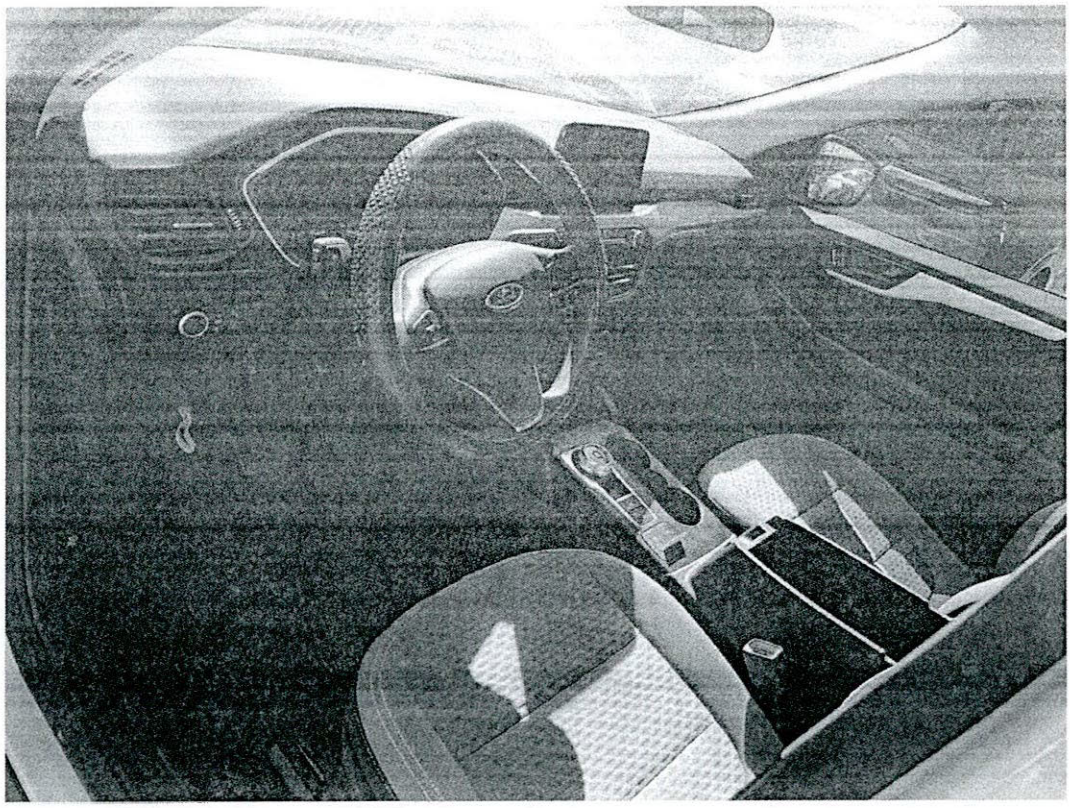


Image 9



Interior

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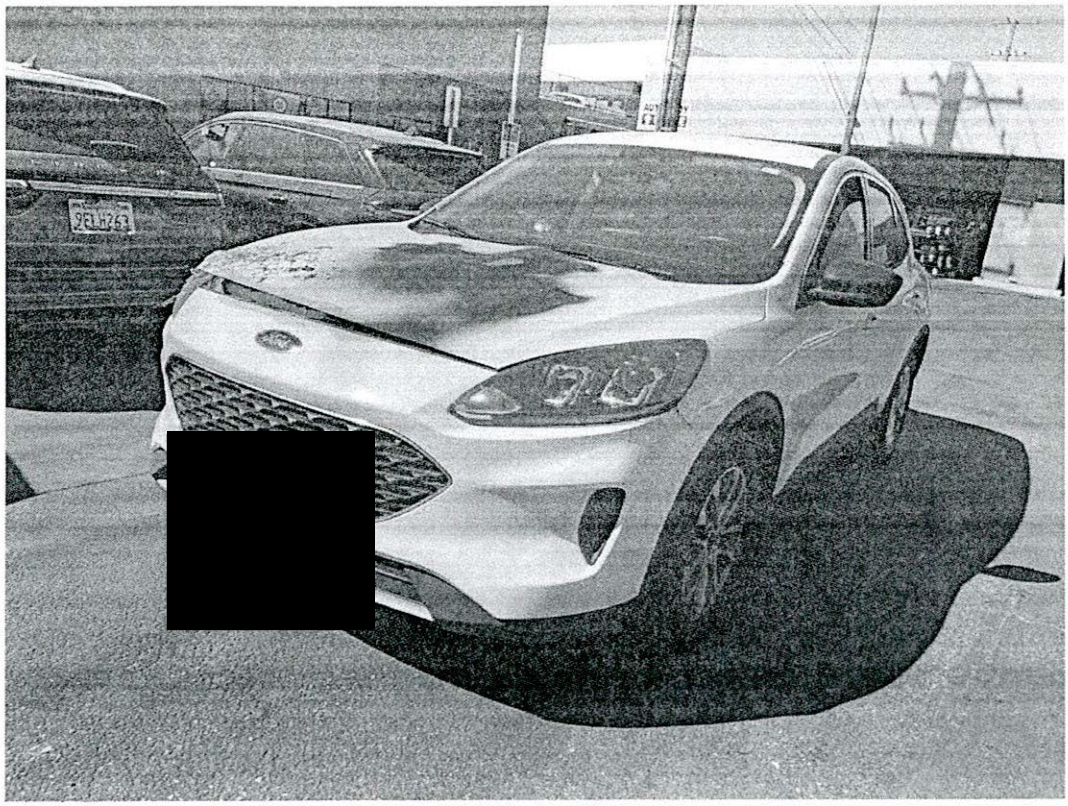

Left Front

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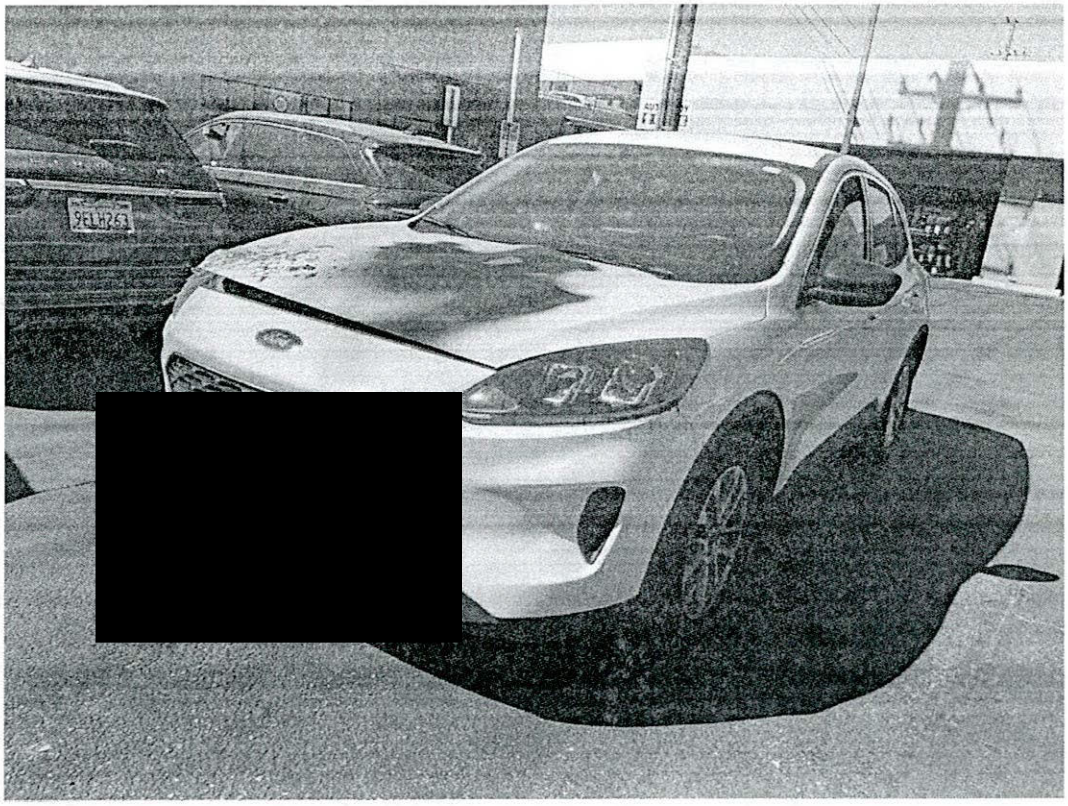
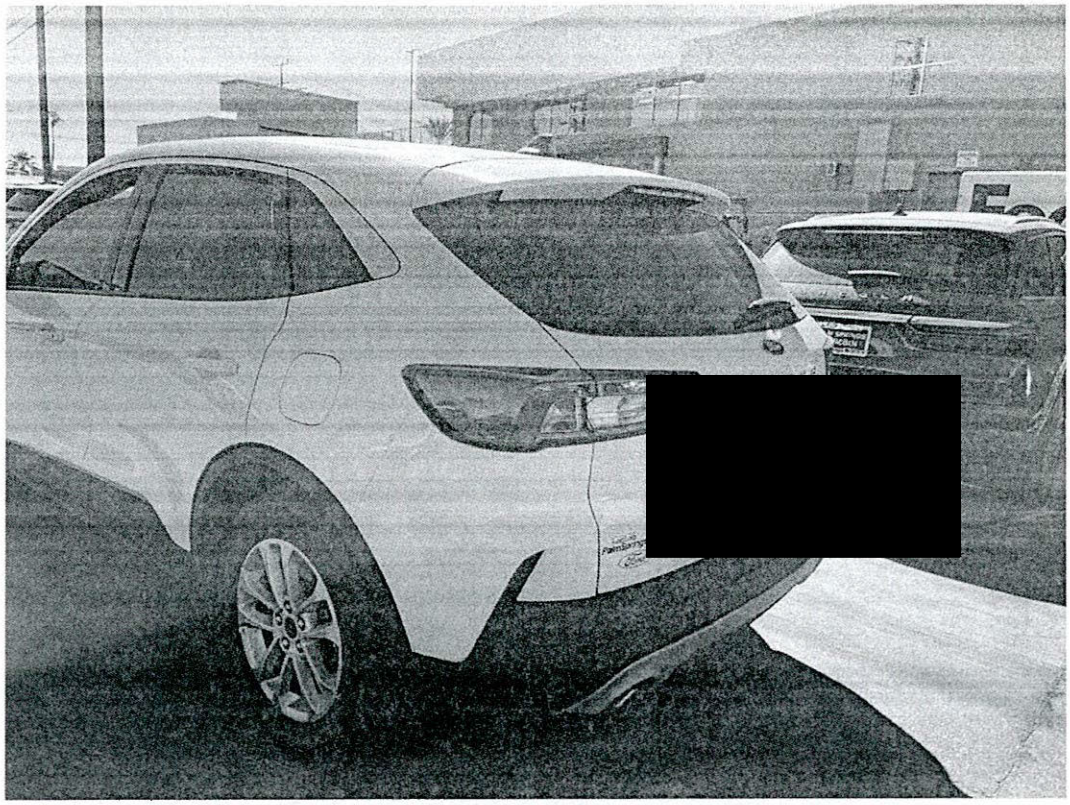


Left Front



Left Rear

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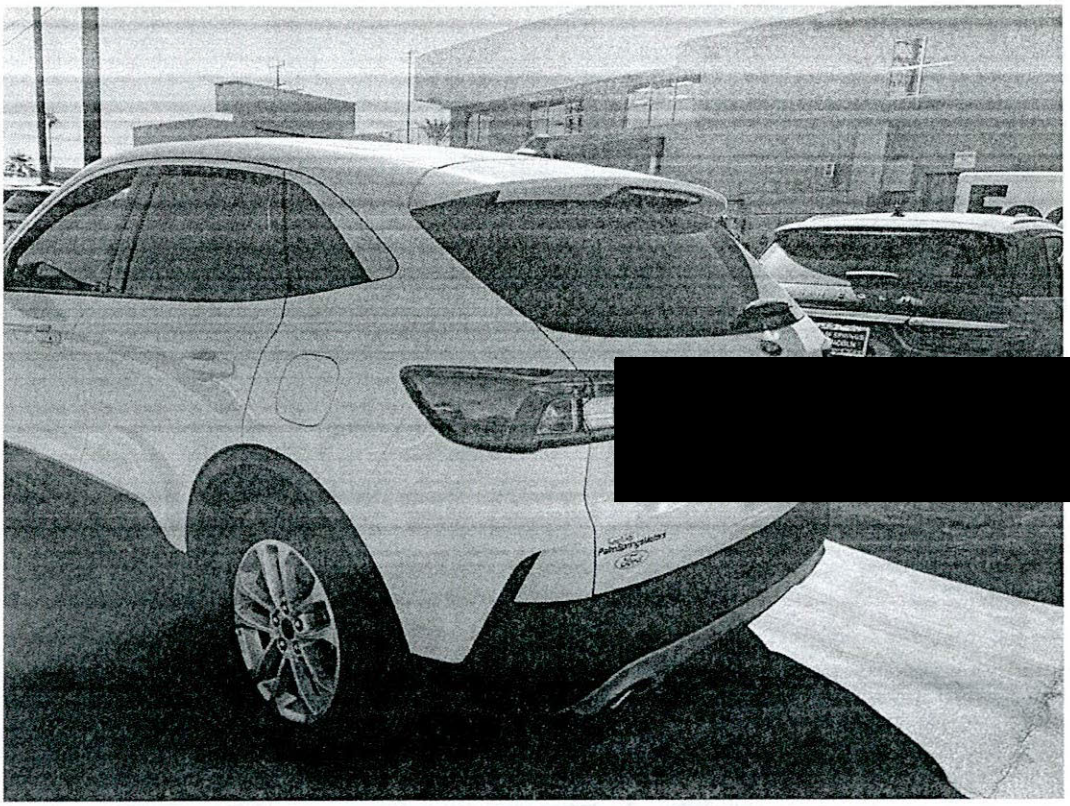

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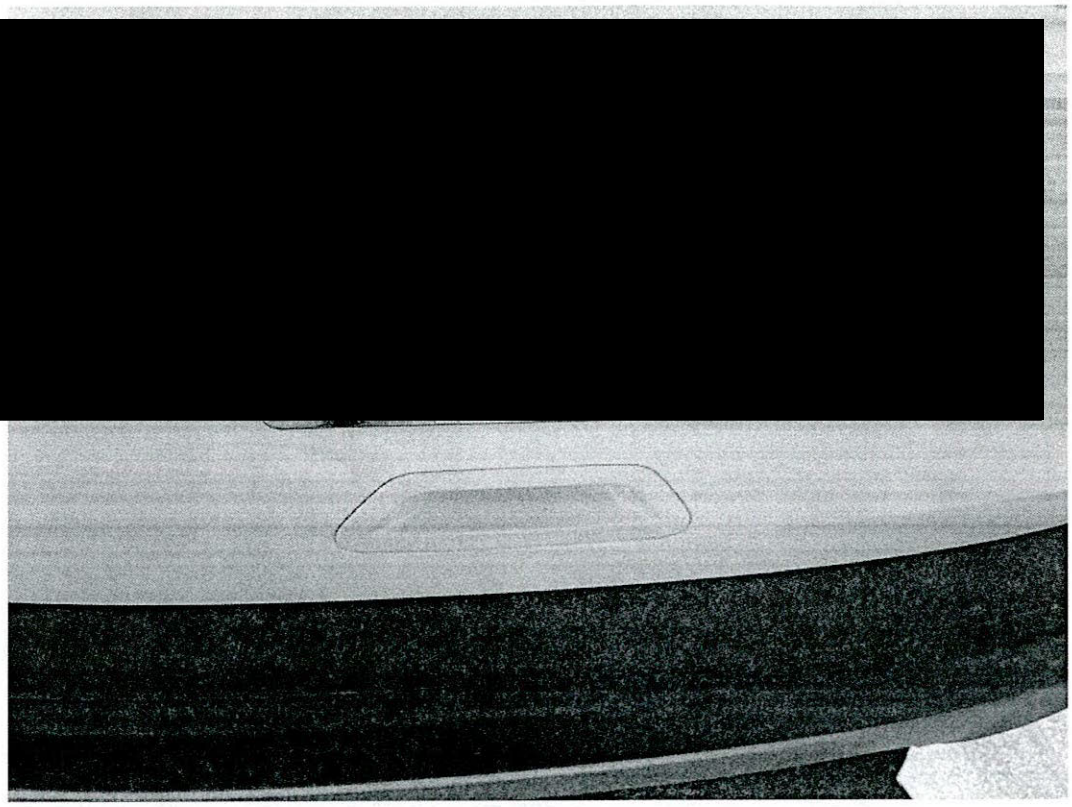
Left Rear

[redacted]

Left Side

[redacted]

[redacted]



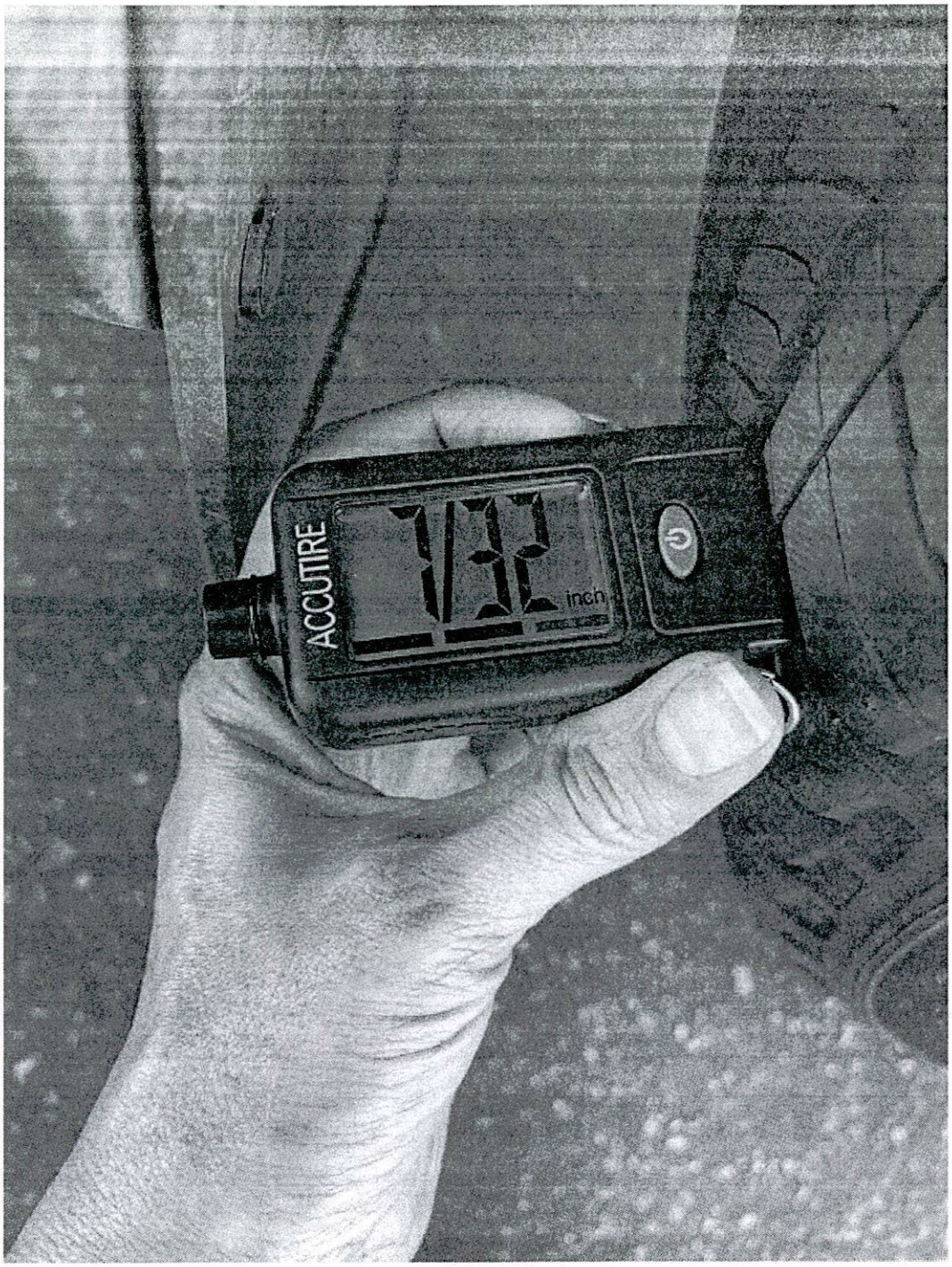
License Plate

[redacted]

[redacted]

LT FRT

[redacted]



LT REAR

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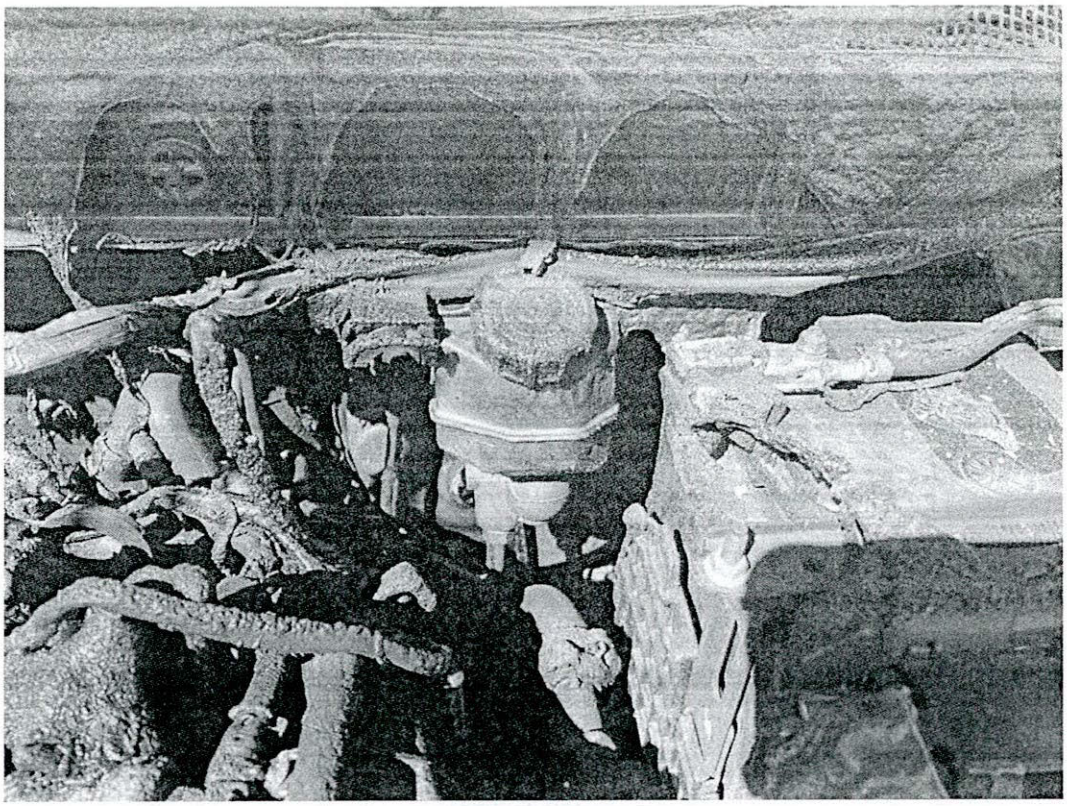

MASTER CYLINDER

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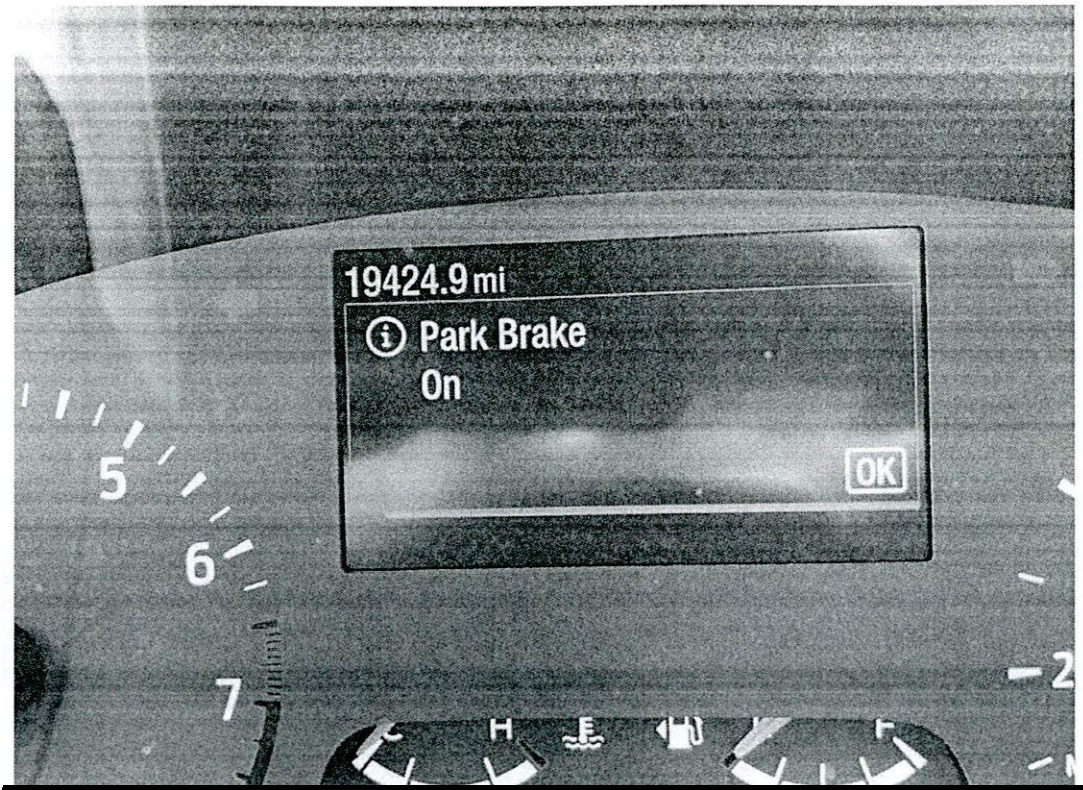


[redacted]

[redacted]

#3 - NOTIFIED: DATE AND TIME NOTIFIED OR COMPLETION
Tech: MIGUEL HERNANDEZ (051)
COMPLETED 8/18/2023
Sub Total: .00

#4 - REMINDER: RESET OIL CHANGE REMINDER
RESET OIL REMINDER LIGHT.
Sub Total: .00

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work as mentioned to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any cause beyond your control or for any delays caused by unavailability of parts or delays in transportation of components by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

LIMITATION OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

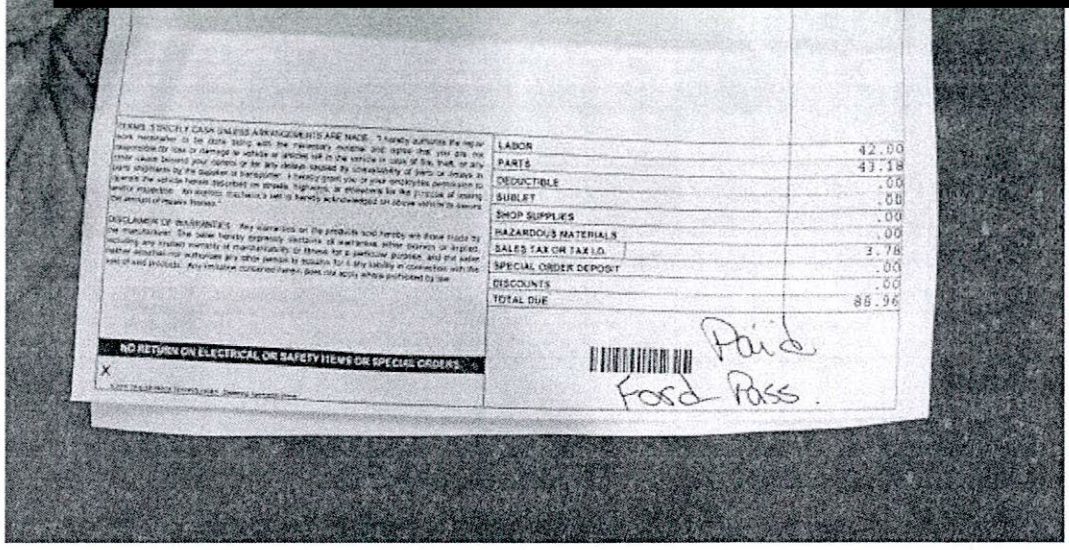
LABOR	42.00
PARTS	57.74
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	5.05
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	104.79

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

[redacted]

[redacted]



LABOR	42.00
PARTS	43.18
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	3.78
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	88.96

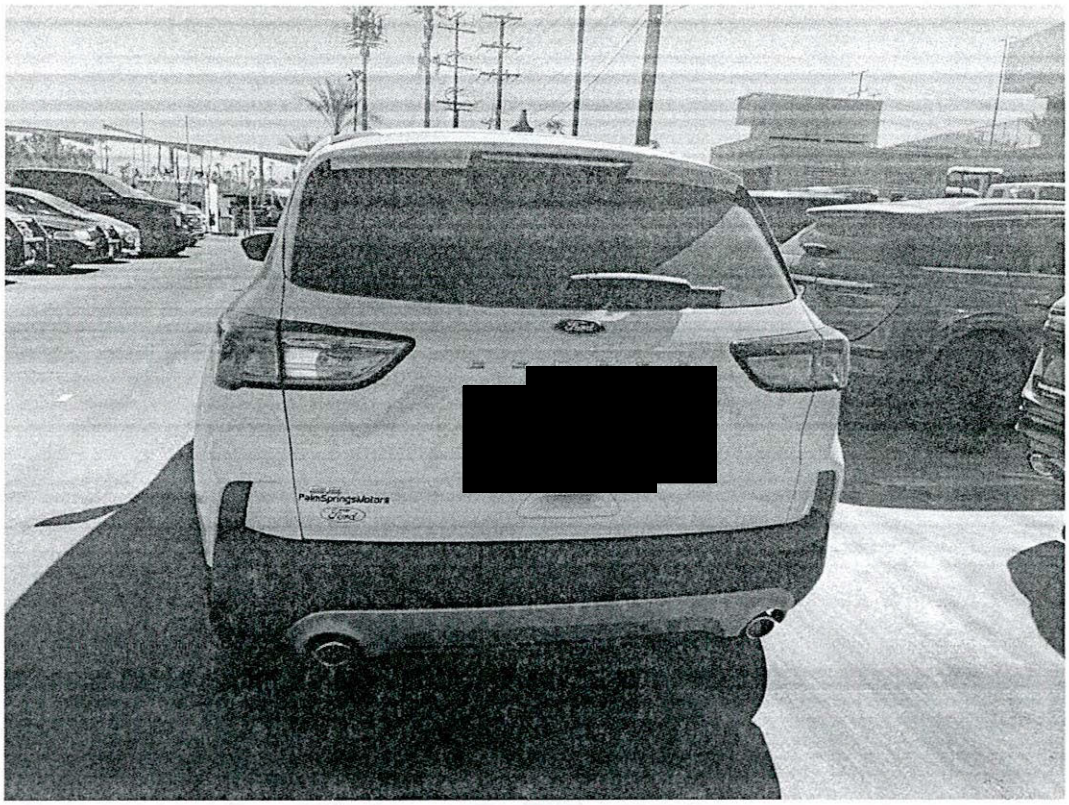
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Paid
Ford Pass.

PRIOR SERVICE AT DEALER

[redacted]



Rear

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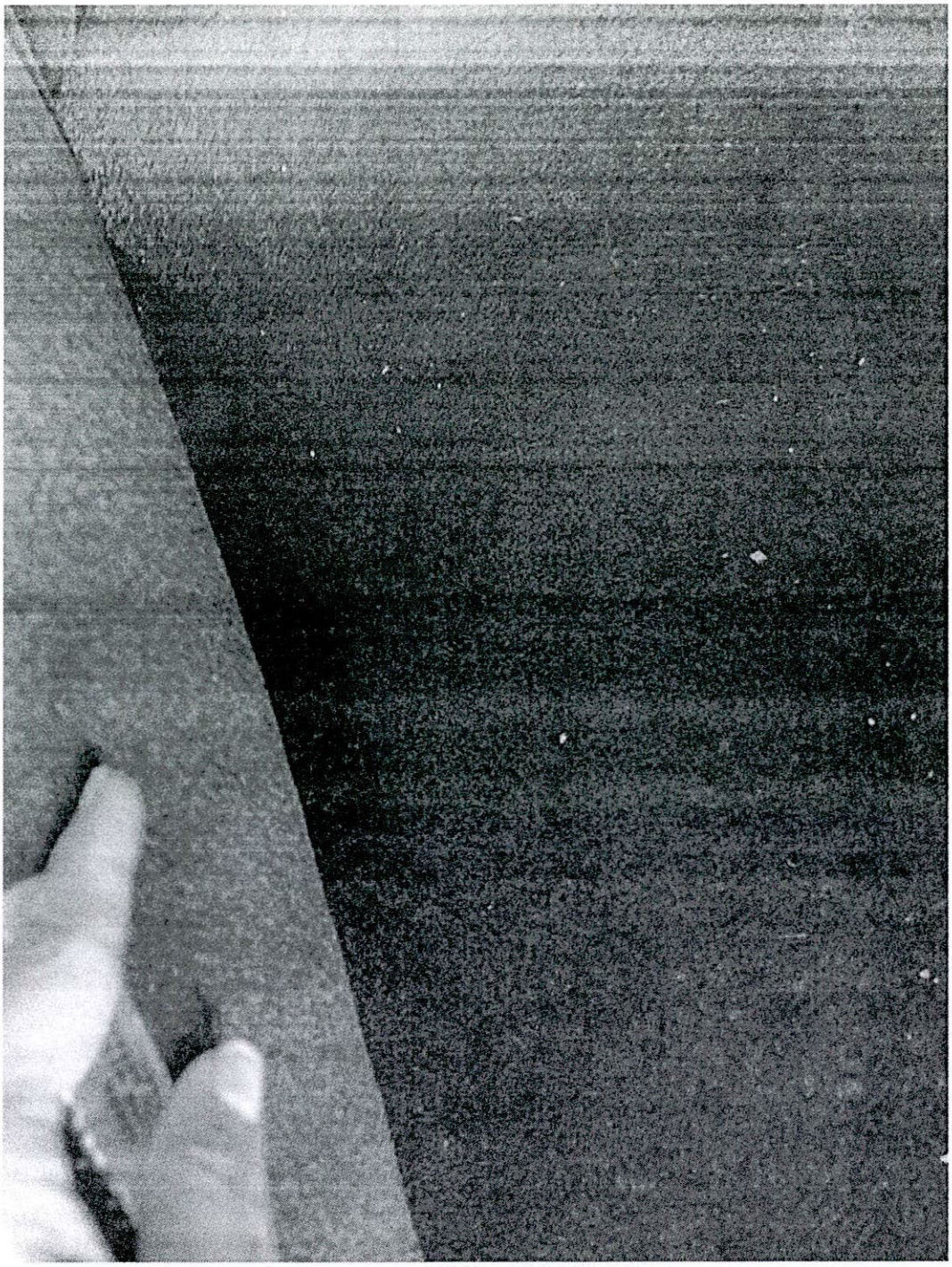


REAR CARPET

[redacted]

Right Front

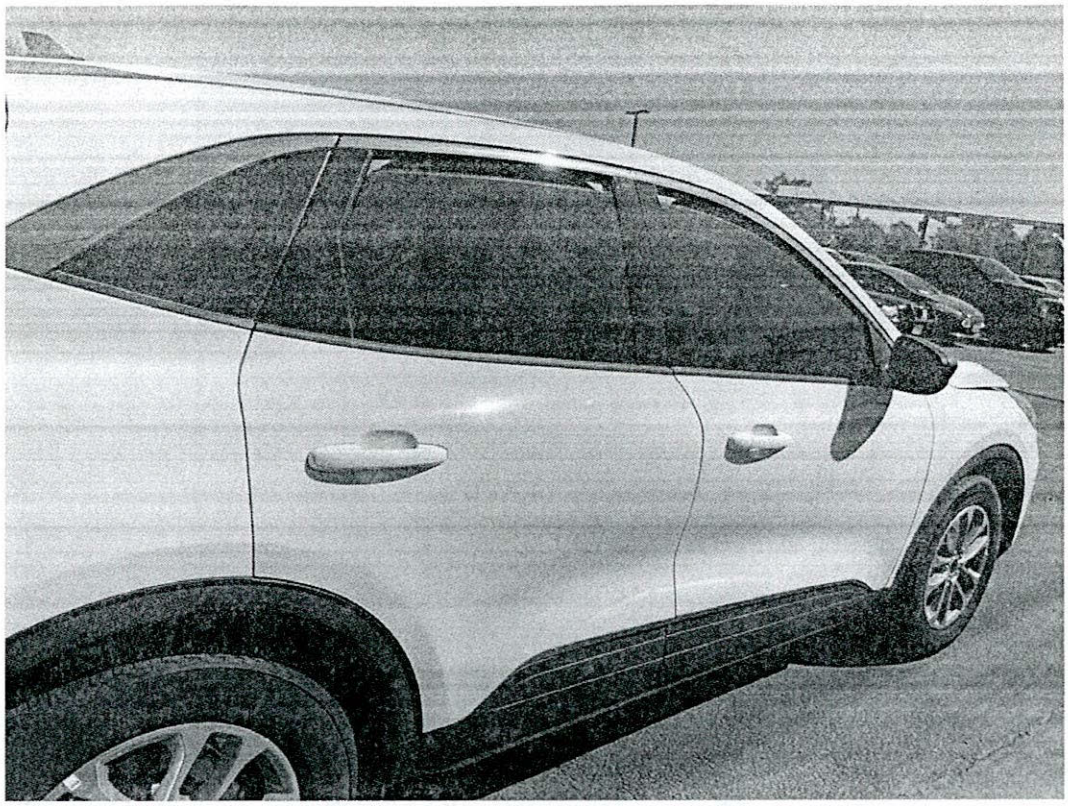
[redacted]

Right Front

[redacted]

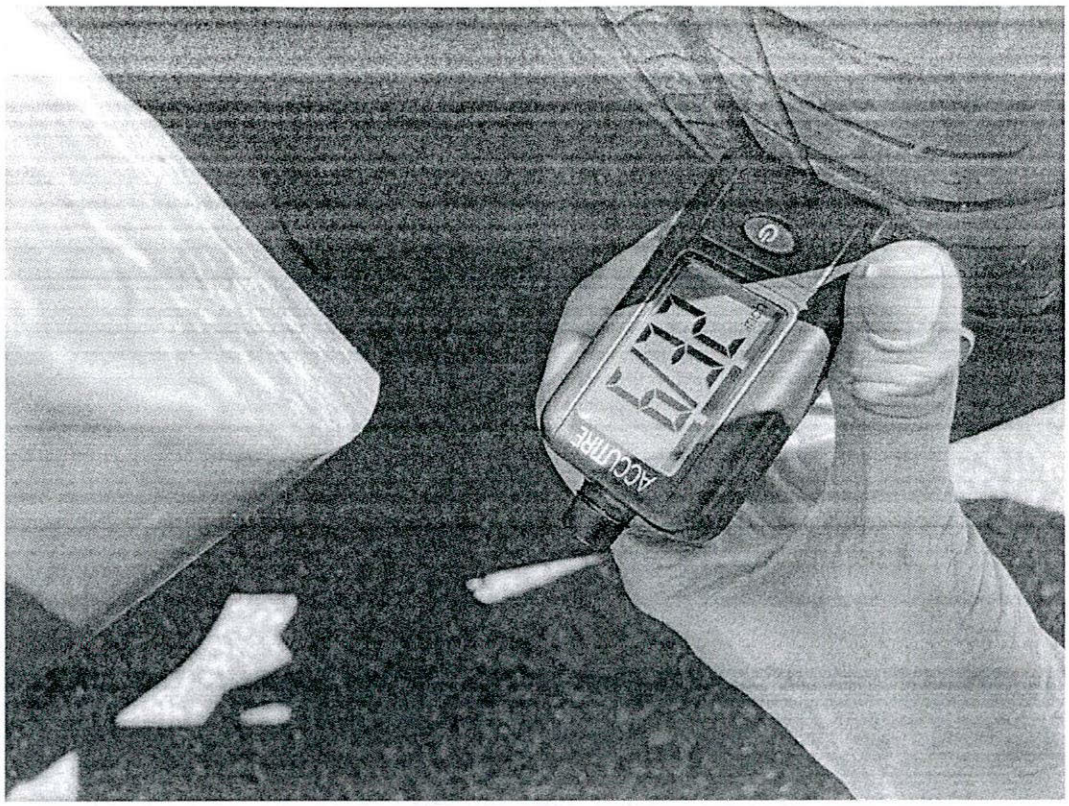
Right Rear

[redacted]



Right Side

[redacted]



RT FRT

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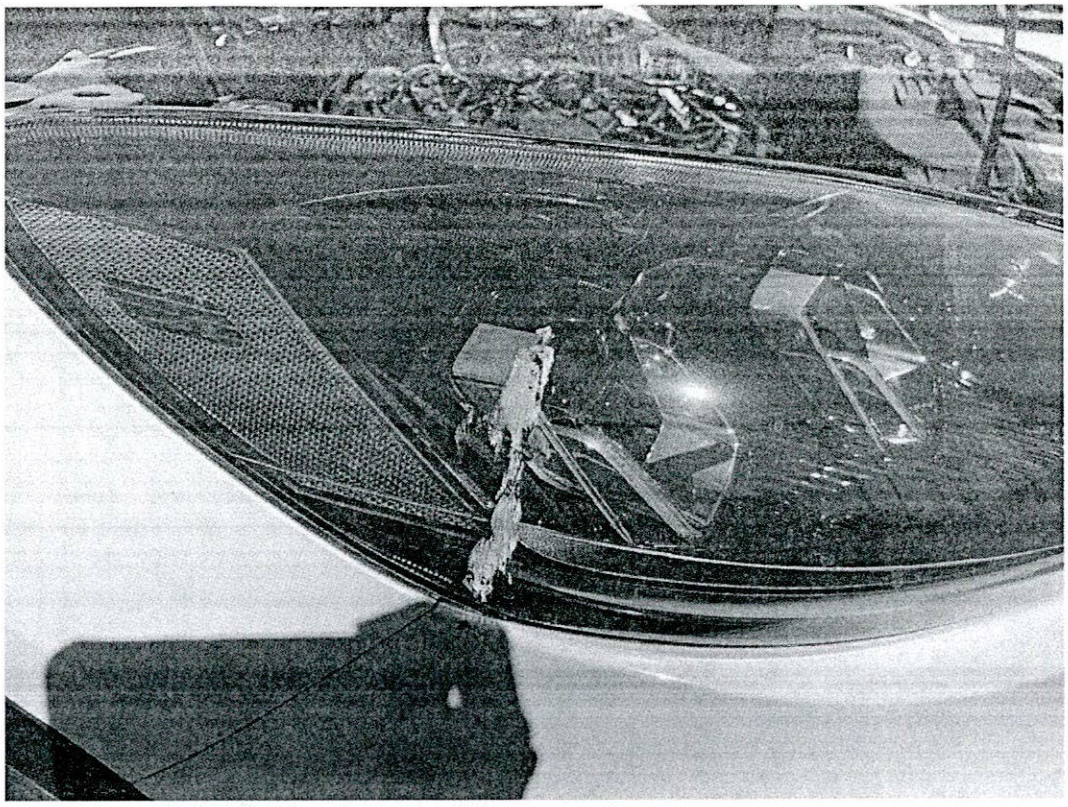

RT LAMP

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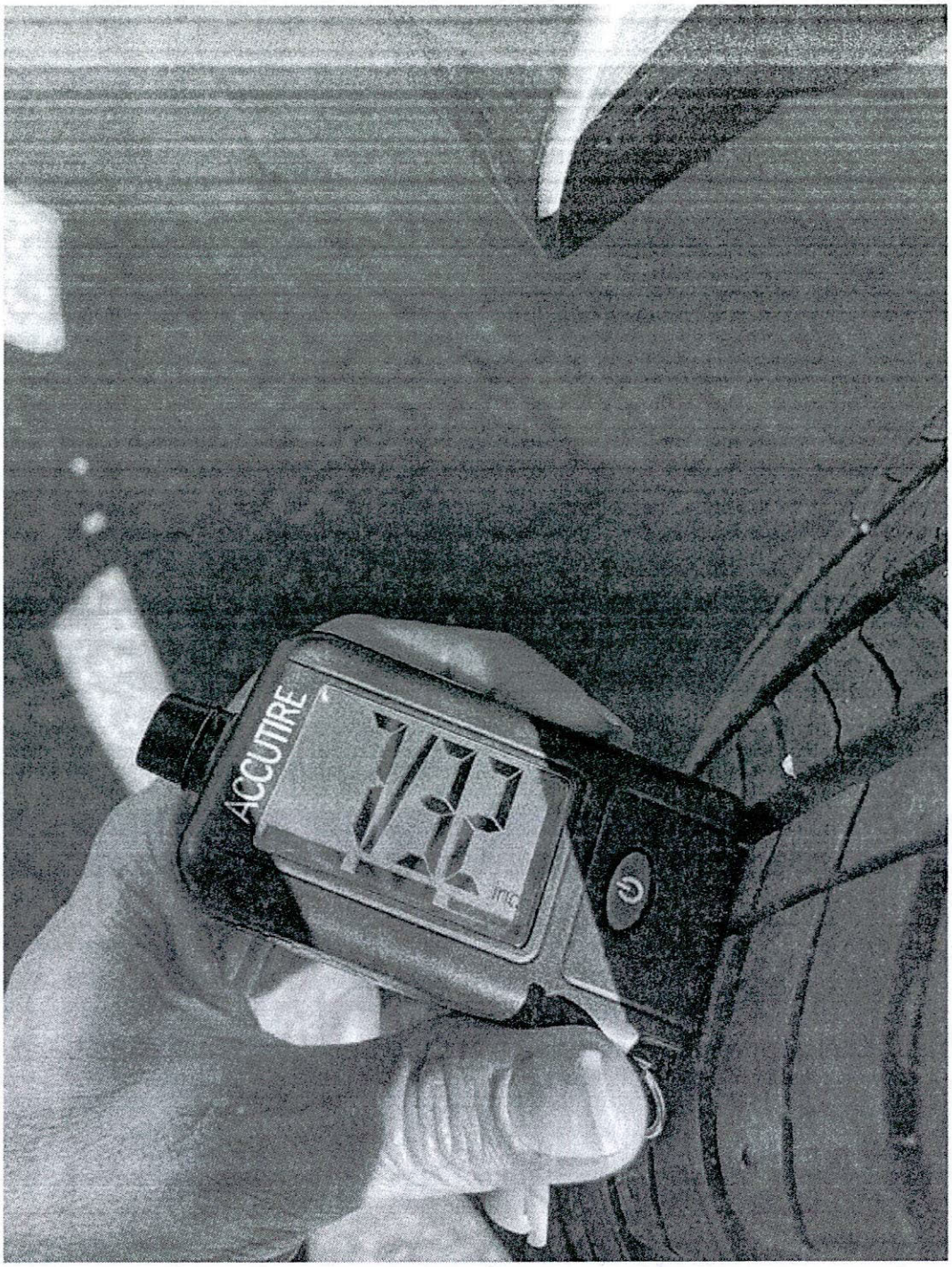

RT REAR

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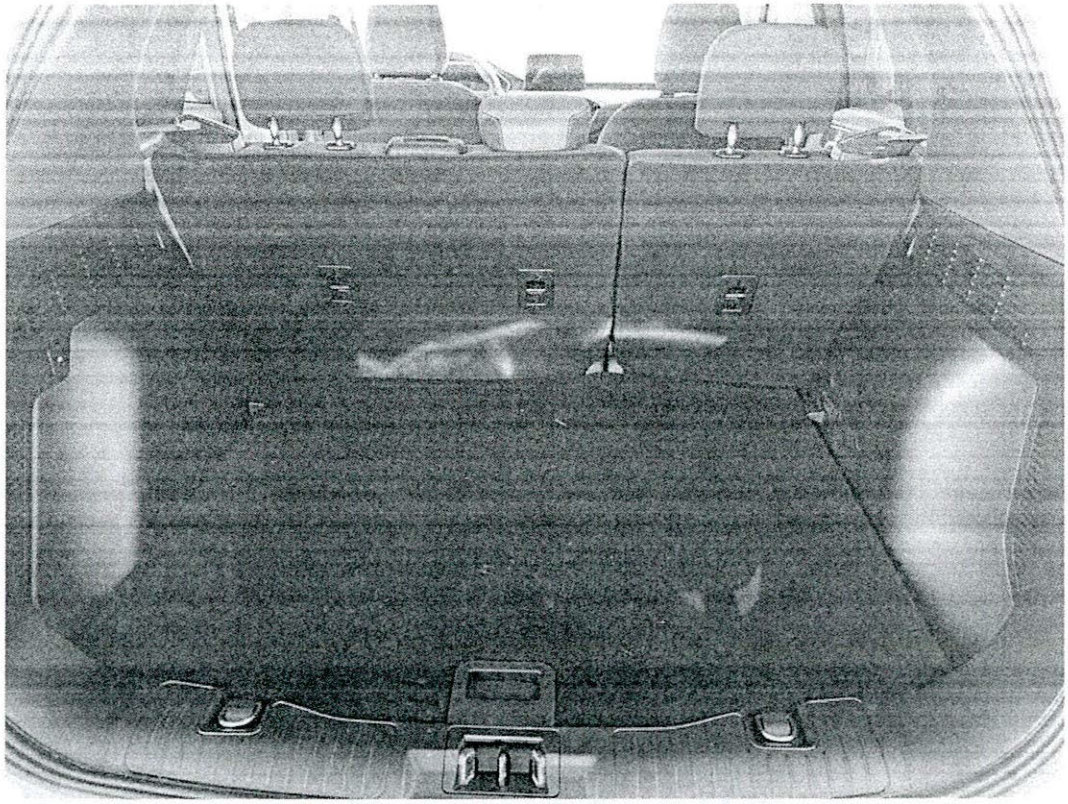

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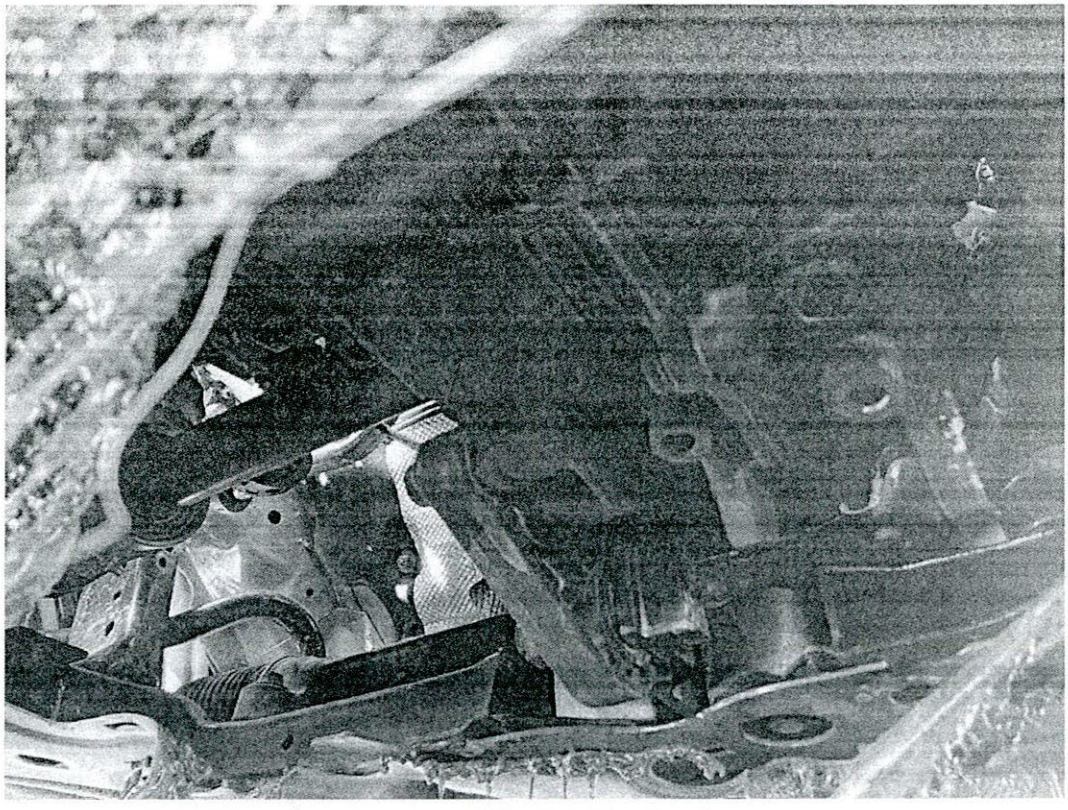

UNDER CARRIAGE

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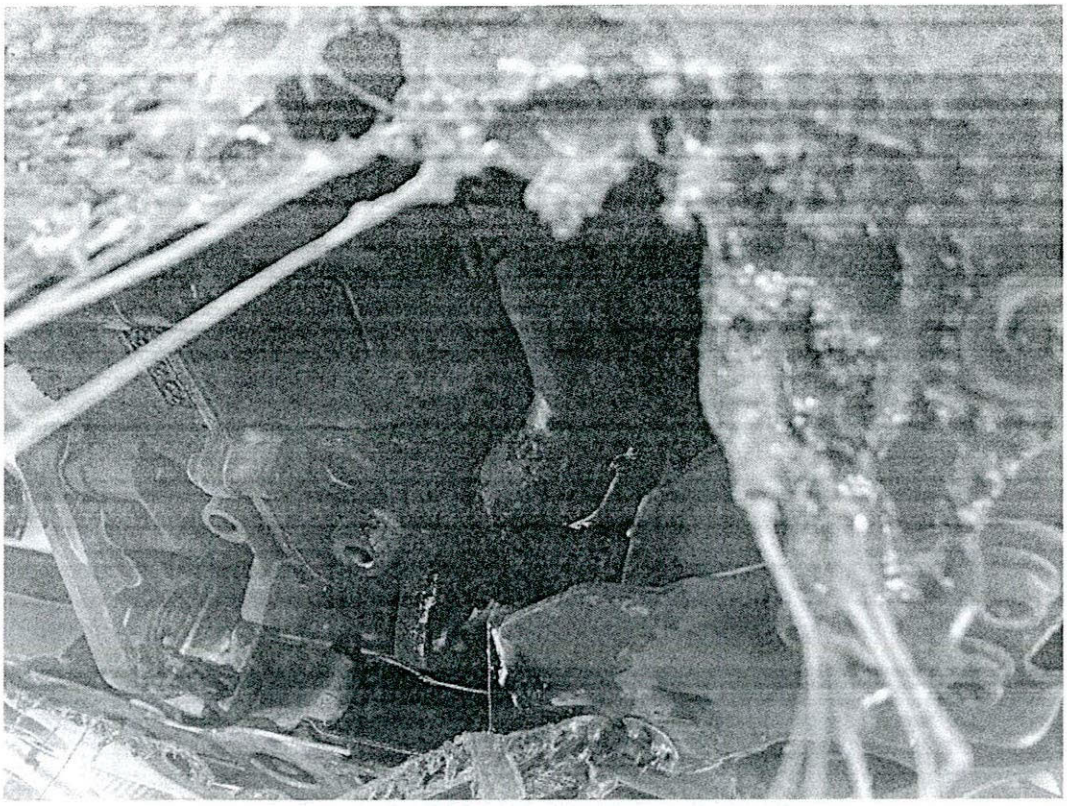

UNDERCARRIAGE

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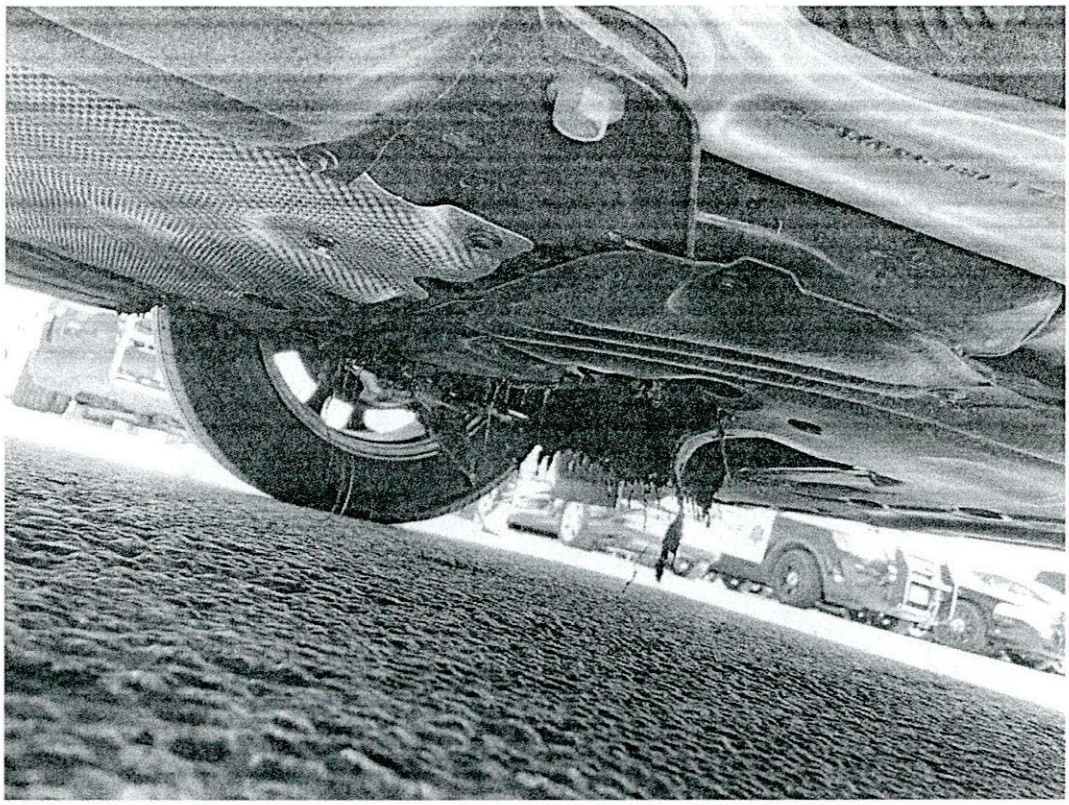
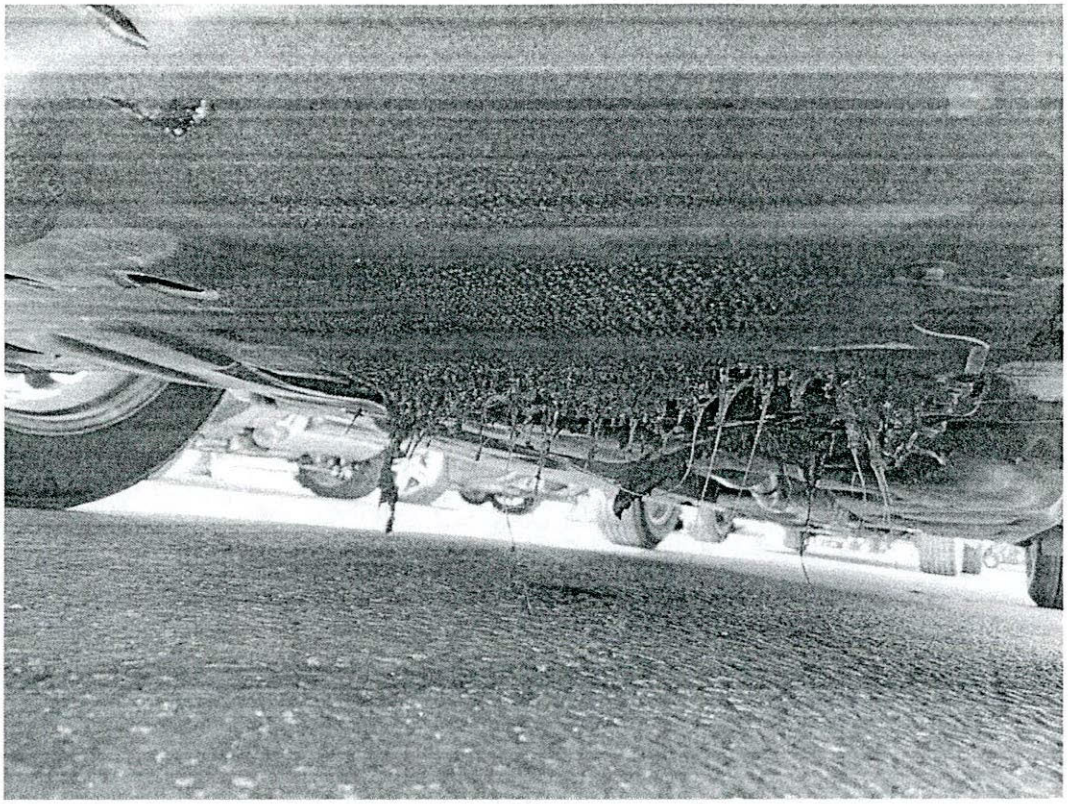


UNDERCOVER

[redacted]



UNDERCOVER

[redacted]

RQ24-008 001022 LC

W/S

[redacted]

[redacted]

From: [redacted]
Sent:
To:

Subject:

CAUTION:This email originated from outside of Kemper. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This notification acknowledges that J.P. Morgan has received your ACH file.
This notification does not constitute confirmation that the transactions within your file have been or will be successfully processed or settled.

If you are using the Infodex verification service, you or an authorized user from your organization needs to dial-in to Infodex at (813) 635-4981 or (800) 290-8151 and release your file. Failure to release this file in a timely manner may impact the settlement of the transaction.

NOTE: ACH Reversal/Reclaim activity submitted using eServe ACH, which may be reflected on this notification, does not need to be released from Infodex.

The file identification is:

ACH Origin Number: [redacted]
JPMorgan ACH File Name:
Date and Time of Receipt (E
Number of Entries and Addenda: 3
Credit Amount: $2,375.78
Debit Amount: $0.00

If you have questions about this transmission, please contact J.P. Morgan ACH Transmission services at 813-432-3800.

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PER

PRIORITY MAIL

US POSTAGE

$ 010.75⁰

APR 03 2024

RQ24-008 001026 LC

[redacted]

#1 - WKRS: THE WORKS OIL AND FILTER CHANGE, TIRE ROTATION ANDMULTI-POINT INSPECTION		
Tech: FRANCISCO RAMIREZ (933)		42.00
Kit: 5520: 5W20		35.00
Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G		Included
Installed BE8Z 6731 AB :KIT - ELEMENT & GASKET - O	1@8.18	8.18
PERFORM SYNTHETIC BLEND OIL AND FILTER CHANGE, CHECK AND TOPP OFF ALL FLUIDS, BATTERY PASS LOAD TEST, INSPECT AND MEASURE FRONT AND REAR BRAKE PADS, PERFORM TIRE ROTATION, RESET VEHICLE MAINTENANCE LIGHT.		
Sub Total: 85.18		
#2 - Q99PX: PERFORM MULTI-POINT INSPECTION-CHECK, SET ANDDOCUMENT TIRE PRESSURE IN ALL TIRES		
Tech: FRANCISCO RAMIREZ (933)		Internal
PERFORM MPI AND SET TIRE PRESSURE TO 35 PSI.		

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	42.00
PARTS	43.18
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	3.78
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	88.96

Paid
Ford Pass

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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[redacted]

#1 - WKRS: THE WORKS OIL AND FILTER CHANGE, TIRE ROTATION
ANDMULTI-POINT INSPECTION

Tech: MIGUEL HERNANDEZ (051)		42.00
Installed XO 5W20 Q1SP :MOTORCRAFT SAE 5W-20 API G	7@6.92	48.44
Installed BE8Z 6731 AC :KIT - ELEMENT & GASKET - O	1@9.30	9.30

PERFORMED OIL AND FILTER CHANGE, TOPPED OFF
FLUIDS. ROTATE TIRES. TORQUE WHEELS,
Sub Total: 99.74

#2 - Q99PX: PERFORM MULTI-POINT INSPECTION-CHECK, SET
ANDDOCUMENT TIRE PRESSURE IN ALL TIRES
MPI PERFORMED AND COMPLETED, SET ALL TIRE
PRESSURE TO 34 PSI.
Sub Total: .00

#3 - NOTIFIED: DATE AND TIME NOTIFIED OF COMPLETION
Tech: MIGUEL HERNANDEZ (051)
COMPLETED 8/18/2023
Sub Total: .00

#4 - REMINDER: RESET OIL CHANGE REMINDER
RESET OIL REMINDER LIGHT.
Sub Total: .00

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	42.00
PARTS	57.74
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	5.05
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	104.79

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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RQ24-008 001028 LC

VEHICLE REPORT CARD

Palm Springs Ford Lincoln
69-200 Highway 111
Cathedral City, CA 92234

FORD SERVICE

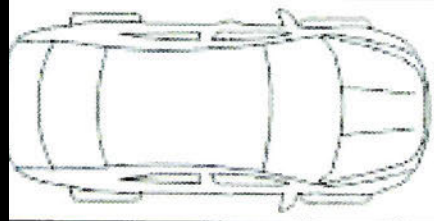
[redacted]

MULTI POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

D — May contribute to vehicle efficiency and promote a greener environment

Checked and OK at this time | May require future attention | Requires immediate attention

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

		DUE	SERVICED
The Works		Engine Air Filter	
OIL CHANGE AND FILTER		Engine Coolant	
Tire Rotation		Transmission Fluid and/or Filter	
Multi Point Inspection		Cabin Air Filter	
Fuel Filter		Spark Plugs	
SCHEDULED MAINTENANCE			

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle-specific maintenance requirements.

FLUID LEVELS

	SERVICED

OK FILLED		OK FILLED		OK FILLED	
Engine Oil		Power Steering		Transmission (If equipped with dipstick)	
Brake Reservoir		Window Washer		Coolant Recovery Reservoir	

WIPER BLADES

			SERVICED
Test Performed	Front	Rear	

BATTERY

State of Health	Battery Condition	SERVICED
0% — 100%		

Factory Spec Cold Cranking Amps __ | Actual Cold Cranking Amps __

SYSTEMS / COMPONENTS

LIGHTS / WINDSHIELD	SERVICED
Operation of Horn, Interior Lights, Exterior Lights, Turn Signals, Hazard and Brake Lamps	
Windshield for Cracks, Chips and Pitting	
BELTS / HOSES / MOUNTS	**SERVICED**
HVAC system and hoses / lines for leaks and/or damage	
Engine Cooling System, radiator, hoses, and clamps	
BRAKE SYSTEM	**SERVICED**
Brake System (including lines, hoses, and parking brake)	
STEERING / SUSPENSION	**SERVICED**
Shocks / struts and other suspension components for leaks and/or damage	
Steering, steering linkages and ball joints (visual)	
EXHAUST SYSTEM	**SERVICED**
Exhaust system and heat shield (leaks, damage, loose parts)	
TRANSMISSION / DRIVE AXLE	**SERVICED**
Clutch Operation (If Equipped)	
Constant velocity (CV) drive axle boots (if equipped)	
Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	

TIRE / BRAKE WEAR

TIRE TREAD	7/32" and greater	4/32"to 6/32"	3/32" and less
BRAKE LINING	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	3 to 5mm or 4/32"to 7/32"(Disc) or 1.01 to 2mm or 2/32"to 3/32"(Drum)	Less than 3mm or 4/32" (Disc) or 1mm or 2/32" or less (Drum)

TIRE WEAR INDICATES	SERVICED
Alignment check needed	
Wheel balance needed	
Brake measurements taken this visit	

Brake measurements not taken this service visit

LEFT FRONT	SERVICED
Tire Tread Depth 7 /32"	
Tire Wear Pattern / Damage __	
Tire Pressure set to Factory Recommended PSI __	
Brake Lining 9+ mm	
LEFT REAR	**SERVICED**
Tire Tread Depth 7 /32"	
Tire Wear Pattern / Damage __	
Tire Pressure set to Factory Recommended PSI __	
Brake Lining 8 mm	
SPARE TIRE	**SERVICED**
Tire Pressure set 32nds	

RIGHT FRONT	SERVICED
Tire Tread Depth 7 /32"	
Tire Wear Pattern / Damage __	
Tire Pressure set to Factory Recommended PSI __	
Brake Lining 9+ mm	
RIGHT REAR	**SERVICED**
Tire Tread Depth 7 /32"	
Tire Wear Pattern / Damage __	
Tire Pressure set to Factory Recommended PSI __	
Brake Lining 8 mm	

NOTE: Tires should be replaced after 6 years regardless of tread wear, including the spare, even if it has not been used.

Comments:

Advisor: Josue Acosta

Technician: Miguel Hernandez

Customer Signature: _____

FordOwner.com
One site for all your vehicle needs

[redacted]

Ford Office of the General Counsel as concluded its investigation regarding your claim. Attached is our finding. Thank you for the opportunity to review your concern.

Kesia Reeves
Legal Analyst
Office of the General Counsel
Ford Motor Company
kreeve25@ford.com
866-395-6213 (fax)

[redacted]

Go the extra mile. It is never crowded.

PRIVILEGED AND CONFIDENTIAL, DO NOT FORWARD

*****PLEASE NOTE FORD IS NOT LIABLE FOR ANY RENTAL OR STORAGE CHARGES WHILE MATTER IS BEING INVESTIGATED*****
*****ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CONTACT PERSON LISTED ON THIS FORM WILL BE NOTIFIED OF OUR DECISION*****
*****EVALUATIONS MAY TAKE UP TO 90 DAYS TO COMPLETE******

[redacted]

I am not sure where the location of the vehicle is at the moment. The last time I checked, my insurance company was going to pick up the vehicle from Palm Springs Ford Dealership in Cathedral City and store it somewhere. As for my claim, they are still processing the claim. Thank you for your help with everything.

[redacted]

On Thu, Sep 21, 2023 at 11:23 AM Reeves, Kesia (K.) <kreeve25@ford.com> wrote:

> I appreciate the documentation received. What is the current status of your claim with your insurer Kemper and where is the vehicle located now? Please advise.
>
> Thank you,
>
> [redacted]
>
> Ford
>
> *Go the extra mile. It is never crowded.*
>
> PRIVILEGED AND CONFIDENTIAL, DO NOT FORWARD
>
> *****PLEASE NOTE FORD IS NOT LIABLE FOR ANY RENTAL OR STORAGE CHARGES WHILE MATTER IS BEING INVESTIGATED*****
> *****ONCE WE ARE IN RECEIPT OF ALL THE REQUESTED INFORMATION, IT WILL BE THOROUGHLY REVIEWED AND THE CONTACT PERSON LISTED ON THIS FORM WILL BE NOTIFIED OF OUR DECISION*****
> *****EVALUATIONS MAY TAKE UP TO 90 DAYS TO COMPLETE******
>
> [redacted]
>
> **Subject:** Car Fire Incident from September 13, 2023
>
> WARNING: This message originated outside of Ford Motor Company. Use caution when opening attachments, clicking links, or responding.
>
> Dea [redacted]
>
> Here is the information that you have requested from my car fire claim. Please let me know if you need any more information ma'am. This is from my work email. YOu can email me back here or text me at [redacted]
>
> My person [redacted]
>
> Have a great day ma'am.

To: [redacted]

From: [redacted]

Date: 9/19/2023

Proof of Loss of Vehicle Due to Fire Claim.

Dear Whom It May Concern,

Here is the following paperwork requested by your claims department. Please let me know if you need any more information.

I firmly believe that there was a manufacturing defect as the cause of the fire. During my last

- Thank You

Office of the General Counsel

[redacted]

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070
Fax: 888 395-6213
Phone: 313 248-3791

September 18, 2023

RE: 2022 Escape Fire
VIN: [redacted]

Dear Customer:

Thank you for submitting your claim related to your Ford vehicle for review. Our goal is to handle your claim in a timely and fair manner.

Information About the Incident:

Please provide the following information that may be helpful to us in evaluating this matter:

1. What vehicle part or parts is the subject of the claim?
   The whole engine was burned up possible manufacture defect.
   a. Has that part been repaired or replaced since the time of the incident? No Reall notice was sentout to me.
      (circle one) **Yes** or **No**
2. At the time of the incident:
   a. What was the vehicle mileage? 19,400
3. List any after-market items installed on the vehicle, such as wheel locks?:
   Window tint
4. Where is your vehicle currently located?
   It was at Palm Springs Ford in Catheral City or Kemper Insurace company suppose to have it towed somewhere.

Please provide copies of the following documents when you complete and return this form:

- The title, vehicle registration, and bill of sale;
- Photographs of the vehicle, including other property, if any, that was damaged (please include the last 6 digits of the VIN on the back of each photo);
- A police and/or fire report related to the incident;

- Written verification from your insurance company that it is not paying for the same loss; and
- Any repair estimate, invoice or receipts for which you are seeking reimbursement.
- **Providing Necessary Information**

Thank you for bringing this claim to our attention. So that we can adequately review your claim, please provide the requested information within 90 days, or we will assume that you are not interested in pursuing a claim and will close our file.

Sincerely,

08/18/2023

Unknown, Scheduled Maintenance,
Unknown

DEALER SERVICE

VEHICLE
Ford Escape (2022)

[redacted]

SERVICE DATE
August 18, 2023

MILEAGE
17,450 MI

LOCATION
Palm Springs Ford

APPROVED

SERVICES PERFORMED
Unknown, Scheduled Maintenance,
Unknown

TOTAL COST
$141.74

SUPPORT

12:38 68%

Menu

05/20/2023

Scheduled Maintenance, Unknown

DEALER SERVICE

VEHICLE

Ford Escape (2022)

[redacted]

SERVICE DATE

May 20, 2023

MILEAGE

9,726 MI

LOCATION

Palm Springs Ford

APPROVED

SERVICES PERFORMED

Scheduled Maintenance, Unknown

TOTAL COST

$127.18

08/18/2023

KEMPER

Policy underwritten by
Infinity Insurance Company

[redacted]

Kemper
P.O. Box 2843
Clinton, IA 52733

[redacted]

Date of loss: September 13, 2023

Date of mailing: September 15, 2023

001116 1/4

Dear [redacted]

We are writing to you regarding your automobile material damage fire claim. In order to proceed with your claim, we need additional information.

Please complete the enclosed Proof of Loss of Vehicle Fire and Investigation Authorization forms, sign, date, have it witnessed and, if applicable, have notarized then return to us.

Once we receive the requested information, we will process the claim.

If we do not hear from you within 10 days, we will anticipate that you do not wish to present any further claim and we will close our file.

If you have any questions, please contact us and have the claim number available so we can assist you as quickly as possible.

Sincerely,

[redacted]

California - For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Proof of Loss of Vehicle Fire

Section 1. Personal Information

Named insured(s) / Business name: [redacted]
Driver license number: [redacted] State:
Physical address: [redacted]
Mailing address: [redacted]
If different, why?
Home pho[redacted] Email address[redacted]
Cell phone[redacted] Cell phone carrier: T-Mobile

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Section 2. Vehicle Information

Year: 2023 Make: Ford Model: Escape
Vehicle Iden[redacted]r (VIN)[redacted] r: White
License plat[redacted]ate: CA Number of doors: 4
Purchase date: Jan. 2023 New: ✓ Used: Lease: Gift:
Purchased f[redacted]
Seller's pho[redacted]
Purchase lo[redacted]
Purchase price: $ 28,000 Did you put money down? yes If yes, how much: $ 3,000
Did you trade in another vehicle? yes
Paid by: Cash ____ Check ____ Finance ✓ Other ____ If other, explain:
Name, address and phone number of finance company: Ford Motor Company [redacted]
Date last payment made: 08/2023
Is account past due? NO If yes, how [redacted]
At time of purchase/lease/gift, was veh[redacted] damaged? NO If yes, describe:

How many sets of keys were given at time of purchase/lease/gift? 2
Have any copies been made? None If yes, how many? ____
Principal use of vehicle: Personal ✓ Business ____ Principal user:
Has vehicle been for sale within the last year? NO If yes, date(s) and why?
Asking price: $ N/A How long was it for sale? N/A
Was this vehicle ever repossessed? NO If yes, date and why?

List any marks, dents, scratches, cracked glass or interior damage to the vehicle prior to the fire:
No marks or dents.

Date of last maintenance (including oil changes) or repairs: 8/18/2023
What was done? Normal maintenance ask them to check gas smell from engine bay.
Name and phone number of shop: Palm Springs Motor Quick Lane [redacted]
Name and phone number of person/shop who performs routine maintenance

1203

If vehicle was being driven at time of fire, complete this section.

Name and phone number of driver: _____

Were there any passengers? _____ If yes, provide name, phone number and seating location inside of vehicle below:

Name:_____ Phone number:_____ Location: _____

Name:_____ Phone number:_____ Location: _____

Name:_____ Phone number:_____ Location: _____

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Where did you come from? _____ Where were you going? _____

Did anyone witness the fire starting? _____ If yes, name and phone number: _____

Did you see smoke? _____ If yes, where was it coming from? _____

Did you see flames? _____ If yes, where were they coming from? _____

Did you hear any unusual noise? _____ If yes, describe: _____

Did anyone try and put out the fire? _____ Explain: _____

Was the fire department called? _____ Date reported: _____ Time reported: _____ AM/PM

Name and phone number of person who called the fire department: _____

Did fire department respond? _____ If no, why? _____

Fire department who took the report: _____ Report number: _____

Did the police respond? _____ If yes, department name: _____ Report number: _____

Were there any flammable liquids in the vehicle? _____ If yes, describe and give exact location of the items: _____

Have you had any mechanical problems with the vehicle within the last six months? No

If yes, explain: _____

Have you received any recall notices on the vehicle? NO If yes, complete below:

Date of recall: _____ What was recall for? _____

Date recall was completed: _____ Name and phone number of shop that completed recall: _____

Date of recall: _____ What was recall for? _____

Date recall was completed: _____ Name and phone number of shop that completed recall: _____

Odometer reading at time of fire (If do not know, use best estimate): 19,400

Immediately prior to the fire, did you experience or observe any problems with the vehicle? yes

If yes, explain: The whole engine bay was burned up components and everything I also smelled gas coming from somewhere. No fire department was called I put the fire out myself. luckily with my water hose.

Section 5. Acknowledgement

The Proof of Loss of Vehicle Fire must be completed, signed, dated, have witnessed and returned to us. I understand that the insurance company may conduct reasonable inquiries into my background, character and or credit history. I declare under penalty of perjury that foregoing Proof of Loss of Vehicle Fire is true and correct to the best of my knowledge.

Date of incident: 9/13/2023

Time: 2:57 pm

Location [redacted]

On the following date, I drove home after work. As I approached my garage to park my car a message came on my dashboard and phone Ford Pass app. It read "Engine coolant over-temperature." So, I parked the car shut the engine off noticed smoke coming from under the front hood area. As I opened the hood, I saw 2 small flames coming from both sides of the engine.

I quickly ran to the side of my house and grabbed my water hose. By the time I returned within a couple of seconds, the fire had spread throughout the engine bay causing serious damage to the car's engine and the inside of my garage roof. I was able to put out the fire with just a garden hose. The fire department or police department was not called. I called my insurance company right away. While on the phone with a representative I took photos of the incident.

The car had a service maintenance on 8/18/2023 and I mentioned to the tech that there was a little odor of gas smell maybe from the engine bay area. The service tech also checked

on the recalls for this car and he said it showed no recalls. However, according to my insurance adjuster with Kemper, they did find 4 total recalls. The car should still be under the Ford Motor Company warranty department due to the nature of low mileage and so little time I had with the car.

I have photos that I sent with this written incident report attached on the back.

[redacted]

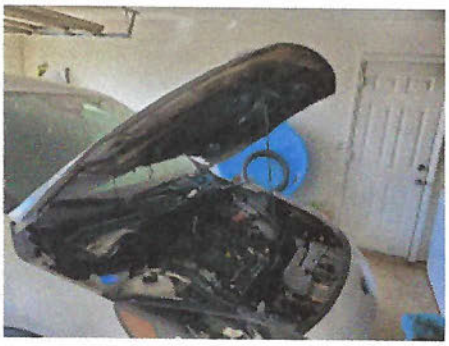
Car vehicle fire incident 9-13-2023

1 message

[redacted] Tue, Sep 19, 2023 at 8:25 AM

Please attach photos to report.

5 attachments



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[redacted]

[redacted]

Car incident 2 of 2

1 message

[redacted]

2 attachments

[redacted]

← NEWS

Consumer Alert: Important Ford and Lincoln Fire Risk Recall

Owners should pull over safely and shut down their engine if they hear engine noises, lose power, or see or smell smoke

Language: English

Share:

June 6, 2023 | Washington, DC

Ford Motor Company has issued a new recall for 125,322 model year 2020-2023 Ford Escape, 2022-2023 Ford Maverick and 2021-2023 Lincoln Corsair vehicles for a risk of fire due to engine failure. Ford advises customers to safely park and shut off the engine as quickly as possible if they hear unexpected engine noises, lose power, or see or smell smoke.

Affected vehicles have 2.5-liter HEV/PHEV engines that could fail prematurely. If they do, engine oil and/or fuel vapor may be released and accumulate near ignition sources, resulting in potential under-hood fires, localized melting of components, or smoke.

This recall affects 86,656 Escapes, 35,501 Mavericks and 3,165 Corsairs, and Ford will notify owners beginning June 12. The remedy is under development and is expected to be available in the third quarter of 2023.

Vehicle owners can visit NHTSA.gov/recalls or call NHTSA's Vehicle Safety Hotline at 888-327-4236 and check their 17-digit vehicle identification number to see if their vehicle is under recall. NHTSA also encourages everyone to download its SaferCar app to stay informed on current recalls.

Contact:

NHTSA

NHTSA Media

Ford recalling 125,000 SUVs and trucks that could catch fireFord is recalling more than 125,000 Escape SUVs, Maverick pickups and Lincoln Corsair luxury SUVs because their engines could leak fluids and catch fire. All the vehicles being recalled are hybrid or plug-in hybrid versions.Jun 6, 2023

Claim Number: 23123811719

Proof of Loss of Vehicle Fire

[redacted]

001116 2/4

How many sets of keys were given at time of purchase/lease/gift? 2
Have any copies been made? None If yes, how many? _____
Principal use of vehicle: Personal ✓ Business _____ Principal user: _____
Has vehicle been for sale within the last year? NO If yes, date(s) and why? _____
Asking price: $ N/A How long was it for sale? N/A
Was this vehicle ever repossessed? NO If yes, date and why? _____

1203

List any marks, dents, scratches, cracked glass or interior damage to the vehicle prior to the fire:
No marks or dents.

[redacted]

If vehicle was being driven at time of fire, complete this section.

Name and phone number of driver: _____

Were there any passengers? _____ If yes, provide name, phone number and seating location inside of vehicle below:

Name:_____ Phone number:_____Location: _____

Name:_____ Phone number:_____Location: _____

Name:_____ Phone number:_____Location: _____

Where did you come from? _____ Where were you going? _____

Did anyone witness the fire starting? _____ If yes, name and phone number: _____

Did you see smoke? _____ If yes, where was it coming from? _____

Did you see flames? _____ If yes, where were they coming from? _____

Did you hear any unusual noise? _____ If yes, describe: _____

Did anyone try and put out the fire? _____ Explain: _____

Was the fire department called? _____ Date reported: _____ Time reported: _____ AM/PM

Name and phone number of person who called the fire department: _____

Did fire department respond? _____ If no, why? _____

Fire department who took the report: _____ Report number: _____

Did the police respond? _____ If yes, department name: _____ Report number: _____

Were there any flammable liquids in the vehicle? _____ If yes, describe and give exact location of the items: _____

Have you had any mechanical problems with the vehicle within the last six months? No

If yes, explain: _____

Have you received any recall notices on the vehicle? NO If yes, complete below:

Date of recall: _____ What was recall for? _____

Date recall was completed: _____ Name and phone number of shop that completed recall: _____

Date of recall: _____ What was recall for? _____

Date recall was completed: _____ Name and phone number of shop that completed recall: _____

Odometer reading at time of fire (If do not know, use best estimate): 19,400

Immediately prior to the fire, did you experience or observe any problems with the vehicle? yes

If yes, explain: The whole engine bay was burned up components and everything I also smelled gas coming from somewhere. No fire department was called I put the fire out myself. luckily with my water hose.

Section 5. Acknowledgement

The Proof of Loss of Vehicle Fire must be completed, signed, dated, have witnessed and returned to us. I understand that the insurance company may conduct reasonable inquiries into my background, character and or credit history. I declare under penalty of perjury that foregoing Proof of Loss of Vehicle Fire is true and correct to the best of my knowledge.

001116 3/4

KEMPER

Kemper
P.O. Box 2843
Clinton, IA 52733

[redacted]

[redacted]

001116 1/4

[redacted]

We are writing to you regarding your automobile material damage fire claim. In order to proceed with your claim, we need additional information.

Please complete the enclosed Proof of Loss of Vehicle Fire and Investigation Authorization forms, sign, date, have it witnessed and, if applicable, have notarized then return to us.

Once we receive the requested information, we will process the claim.

If we do not hear from you within 10 days, we will anticipate that you do not wish to present any further claim and we will close our file.

If you have any questions, please contact us and have the claim number available so we can assist you as quickly as possible.

Sincerely,

[redacted]

California - For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Claim Number: 23123811719

[redacted]stigation Authorization

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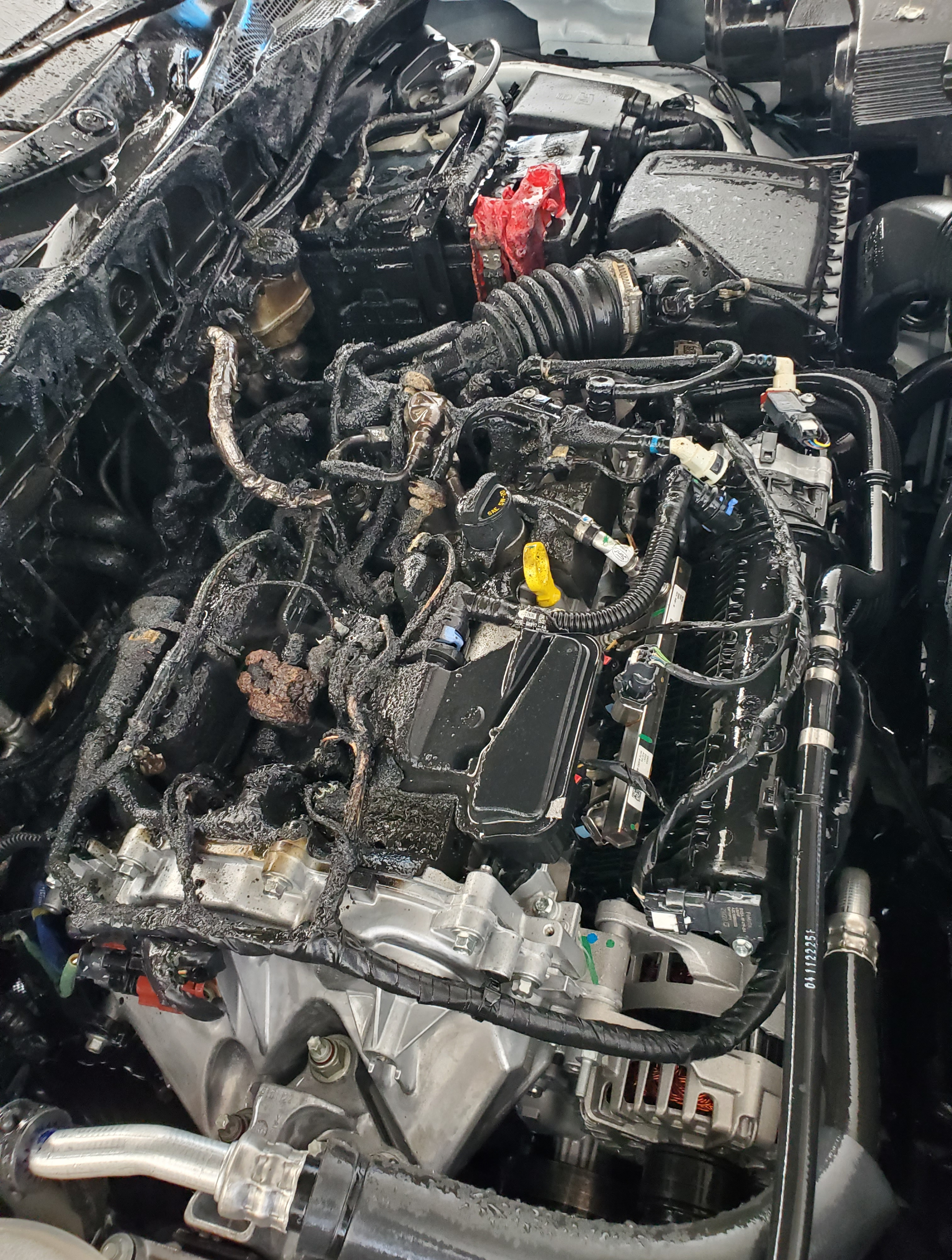
This authorization or photocopy hereof will authorize you to furnish to Infinity Insurance Company or its representatives any and all information, documents, and records that you may have which are reasonably required for or material to the resolution of a claims investigation including but not limited to the following:

This authorization is valid until the claim is resolved or authorization is withdrawn in writing.

I understand that I or a person acting on my behalf may receive a copy of this authorization upon request.

By signing this authorization, the undersigned expressly understands and agrees that any investigation of the loss by Infinity Insurance Company or its representatives does not waive any of

[redacted]



SAE 5W-20