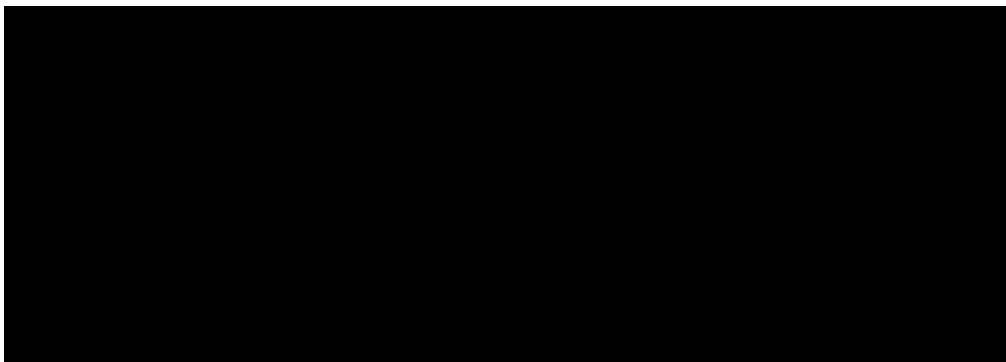




Service of Process Transmittal Summary

TO: Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:

DOCUMENT(S) SERVED:

COURT/AGENCY:

NATURE OF ACTION:

PROCESS SERVED ON:

DATE/METHOD OF SERVICE:

JURISDICTION SERVED:

APPEARANCE OR ANSWER DUE:

ATTORNEY(S)/SENDER(S):

ACTION ITEMS:

REGISTERED AGENT CONTACT:

The information contained in this Transmittal Summary is for informational purposes only 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.

PROCESS SERVER DELIVERY DETAILS

Date: Wed, Jan 8, 2025
Server Name: DROP SERVICE

Entity Served	FORD MOTOR COMPANY
Case Number	
Jurisdiction	

Inserts		



below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: County of SAN BERNARDINO Superior Court
(El nombre y dirección de la corte es):

SAN BERNARDINO JUSTICE CENTER, 247 West Third Street, San Bernardino, CA 92411

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Kevin Y. Jacobson, Esq. and Matthew Treybig, Esq.; QUILL & ARROW, LLP; 10880 Wilshire Blvd., Suite 1600, Los Angeles, CA 90024; Tel: (310) 933-4271

DATE: 1/3/2025
(Fecha)

Clerk, by /s/ Sarena Perez
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): FORD MOTOR COMPANY

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1



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ATTORNEYS AT LAW

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[REDACTED]

COMPLAINT

1 Plaintiff, [REDACTED]

2 against Defendant, FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR
3 COMPANY"), and DOES 1 through 10 inclusive, on information and belief, formed after a
4 reasonable inquiry under the circumstances:

5 DEMAND FOR JURY TRIAL

6 1. Plaintiff [REDACTED] hereby demands trial by jury in this
7 action.

8 [REDACTED]
9 2. Plaintiff, [REDACTED]
10 residing in the City of Be [REDACTED]

11 3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation
12 operating and doing business in the State of California.

13 4. These causes of action arise out of warranty and repair obligations of FORD
14 MOTOR COMPANY in connection with a vehicle Plaintiff purchased and for which FORD
15 MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling
16 dealership.

17 5. Plaintiff does not know the true names and capacities, whether corporate,
18 partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10,
19 inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant
20 Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and
21 transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend
22 this Complaint to set forth the true names and capacities of the fictitiously named Defendant,
23 together with appropriate charging allegations, when ascertained.

24 6. All acts of corporate employees as alleged were authorized or ratified by an officer,
25 director, or managing agent of the corporate employer.

26 7. Each Defendant, whether actually or fictitiously named herein, was the principal,
27 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal
28 or within the course and scope of such employment or agency, took some part in the acts and

omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief
prayed for herein.

contract, has an approximate value of \$49,430.24. These causes of action arise out of warranty and
repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiff
purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was
not issued by the selling dealership.

9. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve
or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was
a failure in such utility or performance. In connection with the purchase, Plaintiff received various
warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000
mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as
various emissions warranties that exceed the time and mileage limitations of the bumper to bumper
and powertrain warranties.

10. The Subject Vehicle was delivered to Plaintiff with serious defects and
nonconformities to warranty and developed other serious defects and nonconformities to warranty
including, but not limited to, electrical, engine, emission, and transmission system defects.

11. Plaintiff first presented the Subject Vehicle for repairs in July 2023, with
approximately 207 miles on the odometer, and reported the "Deep Sleep" message displaying on
the FordPass smartphone application. Additionally, Plaintiff reported the remote start/stop feature
inoperative on the FordPass smartphone application.

12. In September 2023, with approximately 3,543 miles on the odometer, Plaintiff
presented the Subject Vehicle again and reported the "Check Engine" light illuminating on the
instrument cluster. In addition, Plaintiff reported the Subject Vehicle stalling.

13. Plaintiff presented the Subject Vehicle in August 2024, with approximately 10,904
miles on the odometer, and reported a failure to shift gears. Furthermore, Plaintiff reported the
infotainment system display inoperative.





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29. Notwithstanding Plaintiff's entitlement, Defendant FORD MOTOR COMPANY has failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

31. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

33. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

34. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

Violation of the Song-Beverly Act – Breach of Implied Warranty

35. Plaintiff incorporates herein by reference each and every allegation contained in the



preceding and succeeding paragraphs as though herein fully restated and re-alleged.

36. FORD MOTOR COMPANY and its authorized dealership at which Plaintiff purchased the Subject Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the Subject Vehicle. The Subject Vehicle was accompanied by implied warranties provided for under the law.

37. Among other warranties, the Subject Vehicle was accompanied by an implied warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

38. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

39. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used because it was equipped with one or more defective vehicle systems/components.

40. The Subject Vehicle did not measure up to the promises or facts stated on the container or label because it was equipped with one or more defective vehicle systems/components.

41. The Subject Vehicle was not of the same quality as those generally accepted in the trade because it was sold with one or more defective vehicle systems/components which manifested as electrical, engine, emission, and transmission system defects.

42. Upon information and belief, the defective vehicle systems and components were present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

43. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil Code, section 1794, *et seq.*

44. Plaintiff hereby revokes acceptance of the Subject Vehicle.

45. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section



1 1794, *et seq.*

2 46. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794,
3 *et seq.* and Commercial Code, section 2711.

4 47. Plaintiff is entitled to recover any incidental, consequential, and/or "cover" damages
5 under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

6 **THIRD CAUSE OF ACTION**

7 **Violation of the Song-Beverly Act Section 1793.2(b)**

8 48. Plaintiff incorporates herein by reference each and every allegation contained in the
9 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

10 49. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells
11 consumer goods in California, for which it has made an express warranty, shall maintain service
12 and repair facilities or designate and authorize independent service and repair facilities to carry out
13 the terms of those warranties.

14 50. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of
15 goods are necessary because they do not conform with the applicable express warranties, service
16 and repair shall be commenced within a reasonable time by the manufacturer or its representative.

17 51. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced
18 or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable
19 time.

20 52. The sale of the Subject Vehicle was accompanied by express warranties, including
21 a warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective
22 parts, including the electrical system.

23 53. Plaintiff delivered the Subject Vehicle to FORD MOTOR COMPANY's authorized
24 service representatives on multiple occasions. The Subject Vehicle was delivered for repairs of
25 defects, which amount to nonconformities to the express warranties that accompanied the sale of
26 the Subject Vehicle.

27 54. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
28 within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR



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1 COMPANY has failed to tender the Subject Vehicle back to Plaintiff in conformance with its
2 warranties within the timeframes set forth in Civil Code section 1793.2(b).

3 55. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
4 Civil Code, section 1794, *et seq.*

5 56. Plaintiff hereby revokes acceptance of the Subject Vehicle.

6 57. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
7 1794, *et seq.*

8 58. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794,
9 *et seq.* and Commercial Code, section 2711.

10 59. Plaintiff is entitled to recover any "cover" damages under Commercial Code
11 sections 2711, 2712, and Civil Code, section 1794, *et seq.*

12 60. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
13 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

14 61. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
15 times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to
16 comply with its responsibilities under the Act.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: December 9, 2024



Items 1-6 below must be completed (see instructions on page 2):

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☒ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation
 (Cal. Rules of Court, rules 3.400-3.403)**

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case: ☐ is; ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 c. ☐ Substantial amount of documentary evidence
 d. ☐ Large number of witnesses
 e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 3

5. This case: ☐ is; ☒ is not a class action suit

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages; (2) punitive damages; (3) recovery of real property; (4) recovery of personal property; or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty

Other Breach of Contract/Warranty Collections (e.g., money owed, open book/accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item, otherwise report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the
San Bernardino District of the Superior Court under Rule 131 and General Order
of this court for the checked reason:

☒ General

☐ Collection

Nature of Action

Ground

- | | | |
|-------------------------------------|----------------------------|---|
| ☐ | 1. Adoption | Petitioner resides within the district |
| ☐ | 2. Conservator | Petitioner or conservatee resides within the district. |
| ☒ | 3. Contract | Performance in the district is expressly provided for. |
| ☐ | 4. Equity | The cause of action arose within the district. |
| ☐ | 5. Eminent Domain | The property is located within the district. |
| ☐ | 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ | 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ | 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ | 9. Mandate | The defendant functions wholly within the district. |
| ☐ | 10. Name Change | The petitioner resides within the district. |
| ☐ | 11. Personal Injury | The injury occurred within the district. |
| ☐ | 12. Personal Property | The property is located within the district. |
| ☐ | 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ | 14. Prohibition | The defendant functions wholly within the district. |
| ☐ | 15. Review | The defendant functions wholly within the district. |
| ☐ | 16. Title to Real Property | The property is located within the district. |
| ☐ | 17. Transferred Action | The lower court is located within the district. |
| ☐ | 18. Unlawful Detainer | The property is located within the district. |
| ☐ | 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☐ | 20. Other _____ | |
| ☐ | 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Please note: The Correspondence team responds to inbound USPS letters only and does not have the ability to make outbound phone calls or emails. All inbound phone calls and chats should be handled according to normal inbound processes.

Customer Says:

I am writing to bring to your attention my growing frustration with my 2023 Ford Maverick. While I was pleased with the vehicle at first, I have since encountered multiple persistent electrical, engine and transmission issues that remain unresolved, even after numerous trips to the service center. I do not want this vehicle. These ongoing problems have seriously impacted my overall experience and have been quite troublesome. I am disappointed with both the vehicle's performance and the ineffective resolution efforts. I urge you to conduct a detailed assessment of the situation and take the necessary steps to address these concerns.

CRC Says:

Escalated case for buyback consideration. Reference case to customer letter i

2024-11-15 20:34:49

Spoke with Giovanni

Cust stated that he loves the car but can't stand the problems that it has been giving him

Cust stated that he has had several concerns with the hybrid functions

Cust advised of the bb process and he stated he is still having concerns with the veh

Cust stated that his APIM also had concerns as well but the dlr was unable to duplicate

Cust stated that the dlr does not provide him with a rental while his veh is at the dlrshp

Cust has his veh at home

Cust does not tow anything with his veh and has not made any modifications to the veh

SMS consented

Advised cust of bb process and timeframes for CA- cust requested it by email- email sent

2024-11-15 20:35:12



It was a pleasure speaking with you today and I have listed my contact information in my email signature with your case number in the subject line. Please feel free to reach out to me if you have any questions or concerns. Email is my best form of communication if you are unable to reach me by phone. The buyback process takes 15 to 30 business days and Ford Motor Company will complete a Good Faith Review of your vehicle repair history plus your state's lemon law guidelines to determine if your vehicle qualifies for replacement/repurchase. I will follow up with you once a week to let you know the status of your buyback request. Our next follow up will be on 11/22/24. Once you find out when your vehicle can go back to the dealership, please let me know.



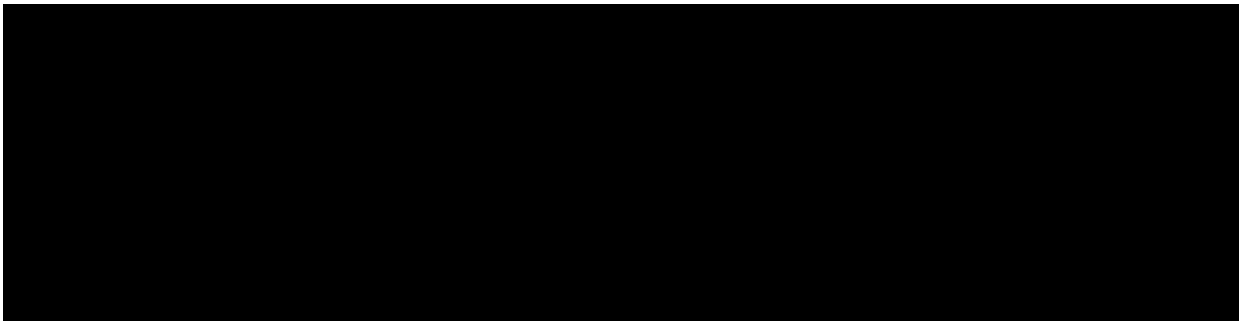
2024-11-18 12:33:59

2024-11-18 20:32:12

2024-11-19 19:20:52

2024-11-19 19:36:56

2024-11-25 14:27:00

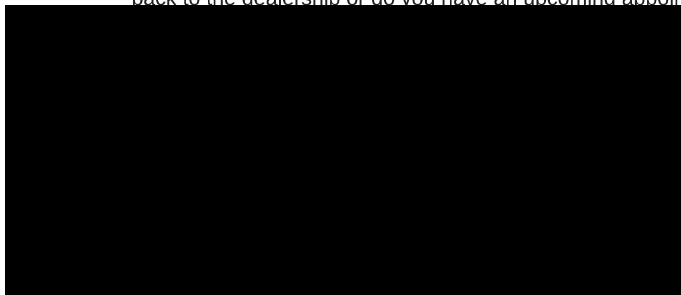


OBE to cust:

From: Module - Jamina (1)



I was unable to reach out to you on Friday 11/22/24 but the current update is that I have not been able to complete the Good Faith Review yet. I am still awaiting information from the dealership. I have reset our follow up to 12/2/24 to continue working on the Good Faith Review. Have you been able to get your vehicle back to the dealership or do you have an upcoming appointment?



BUYBACK EVALUATION MILESTONES

PRIORITY: **Normal**

ACTIVITY STATUS: **Open**

GENERAL:

CASE: **CXH-03002277-X6D3Q3**

CUSTOMER: **GIONANNI LICITRA**

VEHICLE: **3FTTW8E3XPRA59337**

DEALER: **Ken Grody Ford - Redlands**

DUE DATE:

OWNER: **Tier 3 RES NA CRC**

REGION: **North America**

COUNTRY: **United States of America**

EVALUATION:

CALIFORNIA BUYBACK REQUEST: **Yes**

BUYBACK REQUEST INITIATED: **Yes**

BUYBACK REQUEST INITIATED DATE: **11-15-2024**

REPAIR ORDERS REQUESTED FROM DEALER (IF APPLICABLE): **No**

REPAIR ORDERS REQUESTED DATE:

REPAIR ORDERS RECEIVED FROM DEALER (IF APPLICABLE): **No**

REPAIR ORDERS RECEIVED DATE:

CURRENT REPAIR NEED COMPLETED FOR FINAL DECISION?: **No**

CSM/SPECIALIST INITIAL RECOMMENDATION: **Denied**

CSM/SPECIALIST INITIAL RECOMMENDATION DATE: **11-18-2024 11:54 AM**

CSM/SPECIALIST FINAL RECOMMENDATION: **Denied**

CSM/SPECIALIST FINAL RECOMMENDATION DATE: **11-19-2024 02:35 PM**

REVIEW:

SENT TO COM FOR APPROVAL: **No**

COM DECISION:

SENT TO COM DATE:

COM DECISION DATE:

DISPOSITION:

RAV UPLOAD TYPE:

RAV UPLOAD DATE:

ASSIGN TO TEAM:

ASSIGN TO TEAM?: **Yes**

ASSIGN TO TEAM: **Tier 3 RES NA CRC**

ADD TO QUEUE: **<Tier 3 RES NA CRC>**

USER:

NOTES:

11-19-2024 02:35 PM

By: Julie Scanlon

CA RECOMMENDATION. AT THIS TIME, BASED ON AVAILABLE INFORMATION, FORD RECOMMENDS DENYING CUSTOMER'S REQUEST FOR REPURCHASE/REPLACEMENT. TRANSFERRING TO CCA FOR REVIEW.

GOOD FAITH REVIEW

PRIORITY: **Normal**

DUE DATE:

ACTIVITY STATUS: **Open**

OWNER:

GENERAL:

SUBJECT: **Good Faith Review for CXH-03002277-X6D3Q3**

OWNER:

REGARDING(CASE): **CXH-03002277-X6D3Q3**

IS THE VEHICLE CURRENTLY REPAIRED: **No**

IS THE VEHICLE CURRENTLY AT THE DEALERSHIP: **No**

IS THE CUSTOMER CURRENTLY IN A RENTAL: **No**

IS THE GCQIS REPORT RELATED TO PRIMARY CONCERN: **No**

IF YES, GCQIS REPORT NUMBER:

HAS THE FSE BEEN INVOLVED IN THE REPAIRS: **No**

IF YES, FSE NAME:

LEMON LAW CRITERIA:

STATE/PROVINCE: **CA**

MILEAGE UNIT: **Miles**

TIME PERIOD FOR FIRST OCCURRENCE (MONTHS):

FIRST OCCURRENCE (MILEAGE):

PRESUMPTION PERIOD (MONTHS):

PRESUMPTION PERIOD (MILEAGE):

NUMBER OF REPAIR ATTEMPTS:

DAYS OUT OF SERVICE:

IS THIS A FINAL REPAIR ATTEMPT STATE: **No**

PRIMARY CONCERN DETAILS:

EXPLAIN THE MECHANICAL CONCERN & THE PRIMARY REASON FOR BUYBACK REQUEST: **WRENCH LIGHT, CHECK ENGINE LIGHT SYNC SCREEN**

DATE OF FIRST REPAIR FOR PRIMARY CONCERN RELATED TO BUYBACK REQUEST: **07-03-2023**

NUMBER OF REPAIR ATTEMPTS FOR PRIMARY CONCERN: **2** SPECIFY TYPES OF DAYS: **Calendar Days**

MILEAGE AT DATE OF FIRST REPAIR: **207**

ESTIMATED DAYS OUT OF SERVICE FOR WARRANTY REPAIRS: **5**

REPAIR ORDER VALIDATION:

INDICATE SOURCE OF REPAIR ORDER SUMMARY: **AWS**

ARE THERE ADDITIONAL ROS NOT ACCOUNTED FOR ON THIS WORKSHEET?: **No**

WARRANTY HISTORIES (GOOD FAITH REVIEW):

WARRANTY TYPE: **Paid Warranty**

RO/DOCUMENT NUMBER: **250121**

RO OPENED DATE/REPAIR DATE: **07-03-2023**

LOAD DATE/RO CLOSED DATE: **07-05-2024**

MILEAGE: **207**

VEHICLE CONCERN/CUSTOMER COMMENT: **DUE BILL 1. ECOBOND 2. VEHICLE IS GOING INTO DEEP SLEEP MODE AND NOT ALLOWING THE VEHICLE TO BE REMOTE STARTED THROUGH APP 3. INSPECTION INCLUDING TIRE PRESSURE 4. RENTAL**

SERVICES PERFORMED/TECHNICIAN COMMENT:

DAYS OUT OF SERVICE: **3**

CREATED ON: **11-18-2024 11:46 AM**

WARRANTY TYPE: **Open/Internal**

RO/DOCUMENT NUMBER: **255849**

RO OPENED DATE/REPAIR DATE: **09-13-2023**

LOAD DATE/RO CLOSED DATE: **09-14-2023**

VEHICLE CONCERN/CUSTOMER COMMENT: 1. CHECK ENGINE LIGHT IS ON AND VEHICLE HAS A STALL LAST WEEK 2. INSPECTION INCLUDING TIRE PRESSURE

SERVICES PERFORMED/TECHNICIAN COMMENT:

DAYS OUT OF SERVICE: 0

CREATED ON: 11-18-2024 11:47 AM

WARRANTY TYPE: Paid Warranty

RO/DOCUMENT NUMBER: 258707

RO OPENED DATE/REPAIR DATE: 10-17-2023

LOAD DATE/RO CLOSED DATE: 10-17-2023

MILEAGE: 4,779

VEHICLE CONCERN/CUSTOMER COMMENT: 1. MAINTENANCE 2. INSPECTION INCLUDING TIRE PRESSURE

SERVICES PERFORMED/TECHNICIAN COMMENT:

DAYS OUT OF SERVICE: 0

CREATED ON: 11-18-2024 11:49 AM

WARRANTY TYPE: Paid Warranty

RO/DOCUMENT NUMBER: 273200

RO OPENED DATE/REPAIR DATE: 04-17-2024

LOAD DATE/RO CLOSED DATE: 04-17-2024

MILEAGE: 6,449

VEHICLE CONCERN/CUSTOMER COMMENT: 1. 23P18 POWERTRAIN CONTROL MODULE PCM REPROGRAMMING 2. 23C41 TURN SIGNAL OUTAGE DETECTION FAILURE 3. 23P18 POWERTRAIN CONTROL MODULE PCM REPROGRAMMING 4. INSPECTION INCLUDING TIRE PRESSURE

SERVICES PERFORMED/TECHNICIAN COMMENT:

DAYS OUT OF SERVICE: 1

CREATED ON: 11-18-2024 11:50 AM

WARRANTY TYPE: Open/Internal

RO/DOCUMENT NUMBER: 282184

RO OPENED DATE/REPAIR DATE: 08-02-2024

LOAD DATE/RO CLOSED DATE: 08-02-2024

MILEAGE: 10,227

VEHICLE CONCERN/CUSTOMER COMMENT: 1. OIL CHANGE 2. TIRE ROTATION 3. INSPECTION INCLUDING TIRE PRESSURE

SERVICES PERFORMED/TECHNICIAN COMMENT:

DAYS OUT OF SERVICE: 0

CREATED ON: 11-18-2024 11:51 AM

WARRANTY TYPE: Paid Warranty

NAME: KEN GREGG FORD REPAIRS

RO/DOCUMENT NUMBER: 282822

RO OPENED DATE/REPAIR DATE: 08-09-2024

LOAD DATE/RO CLOSED DATE: 08-09-2024

MILEAGE: 10,904

VEHICLE CONCERN/CUSTOMER COMMENT: 1. 24S27 BODY CONTROL MODULE BCM SOFTWARE UPDATE 2. GEAR SELECTOR CAN NOT BE SHIFT AT TIME 3. SYNC BLINKS OUT INTERMITTENTLY WHILE DRIVING 4. INSPECTION INCLUDING TIRE PRESSURE

SERVICES PERFORMED/TECHNICIAN COMMENT:

DAYS OUT OF SERVICE: 1

CREATED ON: 11-18-2024 11:53 AM

WARRANTY TYPE: Open/Internal

RO/DOCUMENT NUMBER: 286332

RO OPENED DATE/REPAIR DATE: 08-23-2024

LOAD DATE/RO CLOSED DATE: 09-19-2024

MILEAGE: 11,844

VEHICLE CONCERN/CUSTOMER COMMENT: 1. 24S59 FROZEN REARVIEW CAMERA 2. WRENCH CAME ON A REDUCE POWER MESSAGE DISPLAYED 3. WHEN WRENCH LIGHT CAME ON GEAR SHIFT SELECTOR WOULD NOT MOVE 4. CHECK ENGINE LIGHT CAME ON WHILE DRIVING 5. RADIO WHEN OIUT WHILE DRIVING AND WOULD NOT RESPOND 6. INSPECTION INCLUDING TIRE PRESSURE

SERVICES PERFORMED/TECHNICIAN COMMENT:

DAYS OUT OF SERVICE: 0

CREATED ON: 11-18-2024 11:54 AM

11-18-2024 11:36 AM
11-18-2024 11:36 AM

CASE ATTACHMENTS:



**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**



CLASS ACTION COMPLAINT

[REDACTED] ("Plaintiff"), on behalf of herself and all others similarly situated, respectfully submits the following Class Action Complaint against Defendants Ford Motor Company ("Ford"), and Camel Group (USA) Battery, Inc. ("Camel Battery" or "Camel") (collectively, "Defendants") and alleges on personal knowledge, investigation of counsel, and information and belief as follows:

INTRODUCTION

1. Vehicle manufacturers have certain basic rules and procedures that must be followed. When a vehicle manufacturer sells a vehicle, it has a duty to ensure that the vehicle functions properly and safely for its advertised use and is free from defects. When a vehicle manufacturer discovers a defect, it must explicitly disclose the defect and make it right or cease selling the vehicle. When a vehicle manufacturer provides a warranty, it must stand by that warranty. This case arises from both Defendants' breach of their duties and rules.
2. Defendant Ford designs, manufactures, markets, distributes, and sells vehicles.
3. Battery manufacturers likewise have certain basic rules and procedures that must

be followed. When a battery manufacturer sells a battery, it has a duty to ensure that the battery functions properly and safely for its advertised use and is free from defects. When a battery manufacturer discovers a defect, it must explicitly disclose the defect, make it right, and cease selling the defective product. When a battery manufacturer provides a warranty, it must stand by such warranty.

4. Camel Battery designs, manufactures, markets, distributes, and sells batteries.

5. This case arises from both Defendants' breach of their duties and rules.

6. Plaintiff brings this action on behalf of herself and all similarly situated persons who purchased one or more: 1) 2021-2024 Ford Bronco Sport SUVs; or 2) 2022-2023 Ford Maverick ("Class Vehicles") equipped with a 12-volt battery powered by Camel Group Battery ("Class Batteries").¹

7. This action is brought to remedy various violations of law in connection with Defendants' manufacturing, marketing, advertising, selling, warranting, and servicing of the Class Vehicles and Class Batteries.

8. The Class Vehicles have malfunctions with respect to their batteries (a.k.a. "Class Batteries"). Specifically, the defective 12-volt batteries manufactured by Defendant Camel Group have an internal weld and cast-on-strap (COS) susceptible to failure which could cause sudden power loss and stalling.

9. In late January 2025, Ford recalled nearly 273,000 of the above referenced Class Vehicles ("Recall") with anticipated notifications to consumers to be perfected in February 2025. The Recall is based upon these defective Class Batteries installed into the Ford Bronco Sport and Ford Maverick for the dates specified above.

¹ <https://www.ford.com/support/how-tos/recall/recalls-and-faqs/24s24-bronco-sport-2021-2024-and-maverick-2022-2023-loss-of-power-recall/> (last accessed February 27, 2025).

10. There is no guarantee, as well, that the “software fix” Ford purports to provide will prevent the primary issue causing the weakness of the battery from occurring again.

11. The allegations herein are based on personal knowledge as to Plaintiff's own experience and are made as to other matters based on an investigation by counsel, including analysis of publicly available information.

12. Consumers like Plaintiff trust manufacturers like Defendant to sell vehicles and batteries that are safe to use and free from known defects. Plaintiff and other consumers are injured at the point of purchase because they had no way of knowing of the products' safety defect.

13. As a result of Defendant's misconduct, misrepresentations, and omissions, Plaintiff and putative Class Members have suffered injury in fact, including economic damages.

14. Plaintiff and Class bring this suit for economic damages they sustained as a result. Given the massive quantities of the vehicles and batteries sold nationwide, this class action is the proper vehicle for addressing Defendant's misconduct and attaining needed relief for those affected.

PARTIES

15. Plaintiff [REDACTED] a citizen of the [REDACTED]
[REDACTED]

16. Ford Motor Company is a corporation organized and in existence under the laws of the State of Delaware with its principal place of business in Dearborn, Michigan. Defendant's corporate headquarters are located at One American Road, Dearborn, Michigan, 48126. Ford is a citizen of the State of Michigan.

17. Ford Motor Company designs, manufactures, markets, distributes, services,

repairs, sells, and leases vehicles, including the Class Vehicles, nationwide. Ford Motor Company is the warrantor and distributor of the Class Vehicles in the United States.

18. Ford Motor Company through various entities, markets, distributes, warrants, and sells Ford automobiles and parts for those automobiles, including the Class Vehicles, in multiple locations across the United States.

19. Camel Group (USA) Battery, Inc. is organized as a Michigan Corporation. This entity's registered agent is Mark V. Huesel listing 350 S. Main Street, Suite 300 Ann Arbor, MI 48104 as his address. The entity does not list its Registered Office Mailing Address in corporate filings.² Upon information and belief, Camel Group (USA) Battery, Inc. is a citizen of the State of Michigan.

20. Camel designs, manufactures, markets, distributes, services, repairs, and sells, batteries, for use in various automotive products including the Class Vehicles, nationwide. Camel is the warrantor and distributor of the 12-volt batteries installed within the Class Vehicles sold in the United States.

2

<https://cofs.lara.state.mi.us/CorpWeb/CorpSearch/CorpSummary.aspx?token=nBxILn58HwVtv4JMRDwTm1cWbl opjnzIgg3FCQzRMH7Z0mRAdeXC1OuIcO3rIeXGrIFhnTHpPA5mgjjhw4wxVeU5fY/uA7XVWarxXS84fvjvUeZJU+9EqFcNfxZcNjrjKNqEICZ3vbyzSDqzFqZbA6Z15JzGToalr7+XN03KuJ9Tpwwa1VXBdu+3k+yVUE0vZGVQrZ7shT03tpOo2jdjLrm9L3SoRdy5yl38NU32Tg5aUzS/Tt73ubvTrdr7UIMm2Gh6Zev5KQh2hk11BFxNvsz+tGsEFw8JcMnl8l4dF2PwVPevuuf9OnRs+FhQaqZP9acYNC6LyPNeguLms13bgFgFjpmMVrM5>



JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act of 2005 (“CAFA”), because (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one member of the class and defendant are citizens of different States.

22. Ford sells vehicles internationally, throughout the United States and within this judicial district. This Court has personal jurisdiction over the Defendant because the Defendant has also purposefully availed itself of the laws, rights, and benefits of the State of Illinois. *See Mallory v. Norfolk Southern Railway Co.*, 143 S. Ct. 2028, 600 U.S.122, 216 L. Ed. 815 (2023).

23. Camel Battery is an international distributor of batteries placing their products into the stream of commerce throughout the United States. Camel’s publicly listed headquarters and principal place of business are located in Ann Arbor, Michigan. This Court has personal jurisdiction over the Defendant because the Defendant has also purposefully availed itself of the laws, rights, and benefits of the State of Illinois. *See Mallory v. Norfolk Southern Railway*

Co., 143 S. Ct. 2028, 600 U.S.122, 216 L. Ed. 815 (2023).

24. Venue is proper in this District under 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Ford Motor Company sells and distributes their vehicles throughout the United States and within this District. Camel is an intentional business with American headquarters and provides its batteries to Ford Motor Company for automobiles sold within the United States and within this District. Additionally, Plaintiff and the Class purchased their Class Vehicles and subsequently, Class Batteries in this jurisdiction, the purchase of which gave rise to the causes of action within this Complaint.

FACTUAL ALLEGATIONS

25. In April 2022, Plaintiff [REDACTED] purchased a brand-new 2022 Ford Bronco Sport at a Packey Webb Ford dealership located in [REDACTED]

26. Based on Ford's active and persistent promotions touting the quality of its vehicles and her admiration of Ford vehicles, Plaintiff considered Ford a quality company with a strong reputation for producing reliable vehicles.

27. In addition to Ford's reputation through its marketing and promotion, Plaintiff decided on the Ford Bronco because she believed it was a high-quality vehicle.

28. Plaintiff first learned of the recall on social media and eventually received a recall letter from Ford; however, Defendants' purported "solution" to Plaintiff's defective vehicle is wholly inadequate.

29. From 2021-2024, if not earlier, Camel has designed, manufactured, distributed, and sold the recalled 12-volt batteries that Ford installed into the Class Vehicles. Defendant Ford has sold, directly or indirectly, through dealers and other retail outlets, nearly 273,000 Class

Vehicles nationwide.

30. The result of Defendants' recall, which includes a free fix and repair clause, will cost Plaintiff hours of her time.

31. Assuming that the Recall was effective and offered a true fix, Plaintiff is still burdened with a vehicle that has been devalued by Defendant's actions because the value of a car with a known history of faulty design is worth less than a car with properly working battery system or at least a history of a working battery system with no critical issues.

32. In addition, Ford's fix is not a new battery free of the defect, but instead a software "recalibration," and consumers are still left with a defective battery that runs the risk of dangerous activity, such as stalling at low speeds or otherwise powering down electronics, per the Recall.

33. Given the above, there is a cognizable risk inherent within this Recall. Unless Defendants are to issue a more comprehensive recall to truly fix the root cause of the Defect, it is foreseeable, and should be expected, that the Class Vehicles' battery systems will fail once again. Defendants' Recall is no more than an ineffective waste of time as there is no true fix for the Defect.

34. In all, Defendants' Recall leaves more questions than answers regarding the Class Vehicles' safety and as such results in a diminution in value for the vehicles in question.

35. In addition to the amount of time spent in repair, Plaintiff, like every other Class Member, must spend time and money to transport herself and her defective Class Vehicle to a Ford certified mechanic.

36. In all, Defendants' Recall amounts to tens of thousands of hours and dollars needlessly taken from Plaintiff and other Class Vehicle owners.

Fraudulent Omission/ Concealment Allegations

37. Absent discovery, Plaintiff is unaware of, and unable through reasonable investigation to obtain, the true names and identities of those individuals at Ford and Camel responsible for making false and misleading statements regarding the Class Vehicles and Class Batteries. Collectively, Ford and [REDACTED] are in possession of all of this information. Plaintiff's claims arise out of Defendants' fraudulent omission/concealment of the Battery Defect, despite their representations about the quality, safety, and comfort of the Class Vehicles.

38. Plaintiff alleges that at all relevant times, including specifically at the time she and Class members purchased their Class Vehicle, Defendants knew, or were reckless in not knowing, of the Battery Defect; Defendants had a duty to disclose the Battery Defect based upon their exclusive knowledge; and Defendants never disclosed the Battery Defect to Plaintiff or the public at any time or place in any manner other than a halfhearted, inadequate recall.

39. Plaintiff makes the following specific concealment/omission-based allegations with as much specificity as possible absent access to the information necessarily available only to Defendant:

a. **Who:** Defendants actively concealed and omitted the Battery Defect from Plaintiff and Class members while simultaneously touting the safety and dependability of the Class Vehicles, as alleged herein. Plaintiff is unaware of, and therefore unable to identify, the true names and identities of those specific individuals as Defendants are responsible for such decisions.

b. **What:** Defendants knew, or were reckless or negligent in not knowing, that the Class Vehicles contain the Battery Defect, as alleged herein. Defendants concealed and omitted the Battery Defect while making representations about the

safety, dependability, and other attributes of the Class Vehicles, as alleged herein.

c. **When:** Defendants concealed and omitted material information regarding the Battery Defect at all times while making representations about the safety and dependability of the Class Vehicles and Class Batteries on an ongoing basis, and continuing to this day, as alleged herein. Defendants still have not disclosed the truth about the full scope of the Battery in the Class Vehicles to anyone outside of their respective entities. Defendants have never taken any action to inform consumers about the true nature of the Battery Defect in Class Vehicles.

d. **Where:** Defendants concealed and omitted material information regarding the true nature of the Battery Defect in every communication they had with Plaintiff and Class members and made representations about the quality, safety, and comfort of the Class Vehicles. Plaintiff is aware of no document, communication, or other place or thing, in which Defendants disclosed the truth about the full scope of the Battery Defect in the Class Vehicles to anyone outside of their respective entities. Such information is not adequately disclosed in any sales documents, displays, advertisements, warranties, owner's manuals, or on Defendants' websites. There are channels through which Defendants could have disclosed the Battery Defect, including but not limited to, (1) point of sale communications; (2) the owner's manual; and/or (3) direct communication to Class members through means such as state vehicle registry lists.

e. **How:** Defendants concealed and omitted the Battery Defect from Plaintiff and Class members and made representations about the quality, safety, dependability, and comfort of the Class Vehicles. Defendants actively concealed and

omitted the truth about the existence, scope, and nature of the Battery Defect from Plaintiff and Class members at all times, even though they knew about the Battery Defect and knew that information about the Battery Defect would be important to a reasonable consumer, and Ford promised in its marketing materials that Class Vehicles have qualities that they do not have.

f. **Why:** Defendants actively concealed and omitted material information about the Battery Defect in the Class Vehicles for the purpose of inducing Plaintiff and Class members to purchase Class Vehicles and made representations about the quality, safety, durability, and comfort of the Class Vehicles. Had Defendants disclosed the truth about the Battery, Plaintiff and Class members (all reasonable consumers) would have been aware of it and would not have bought or leased the Class Vehicles or would not have paid as much for them.

**ESTOPPEL FROM PLEADING AND
TOLLING OF APPLICABLE STATUTES OF LIMITATIONS**

46. Plaintiff and the members of the Class had no way of knowing about Defendant's conduct concerning the safety risks associated with the vehicles and batteries.

47. Neither Plaintiff nor any other members of the Class, through the exercise of reasonable care, could have discovered the conduct by Defendant alleged herein. Further, Plaintiff and members of the Class did not discover and did not know facts that would have caused a reasonable person to suspect that Defendant was engaged in the conduct alleged herein. For these reasons, all applicable statutes of limitation have been tolled by the discovery rule concerning claims asserted by Plaintiff and the Class.

48. Further, by failing to provide notice of the risks of malfunction or injury

associated with the continued normal use of the Vehicles and Batteries, Defendant concealed its conduct, and the existence of the claims asserted herein from Plaintiff and the Class members.

49. Upon information and belief, Defendant intended its acts to conceal the facts and claims from Plaintiff and Class members. Plaintiff and Class members were unaware of the facts alleged herein without any fault or lack of diligence on their part and could not have reasonably discovered Defendant's conduct. For this reason, any statute of limitations that otherwise may apply to the claims of Plaintiff or Class members should be tolled.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on behalf of herself and the following Class of similarly situated individuals pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure. Specifically, the Class Members are defined as:

Nationwide Class: All persons in the United States who purchased a 2021-2024 Ford Bronco Sport or a 2022-2023 Ford Maverick equipped with a 12 volt battery having an internal weld and cast-on-strap that was manufactured by Camel Battery Group.

Additionally, Plaintiff represents and brings this action on behalf of the following Classes (referred to collectively with the Nationwide Class as a single "Class" unless otherwise stated). as they relate to particular causes of action:

Illinois Subclass: All persons in Illinois who purchased a 2021-2024 Ford Bronco Sport or a 2022-2023 Ford Maverick equipped with a 12 volt battery having an internal weld and cast-on-strap that was manufactured by Camel Battery Group.

Multi-State Subclass: All persons in California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New

York, or Washington³ who purchased a 2021-2024 Ford Bronco Sport or a 2022-2023 Ford Maverick equipped with a 12 volt battery having an internal weld and cast-on-strap that was manufactured by Camel Battery Group.

41. Excluded from the Class are (a) any officers, directors or employees, or immediate family members of the officers, directors, or employees of the Defendants or any entity in which the Defendants have a controlling interest, (b) any legal counsel or employee of legal counsel for the Defendants, and (c) the presiding Judge in this lawsuit, as well as the Judge's staff and their immediate family members.

42. Plaintiff reserves the right to amend the definition of the Class if discovery or further investigation reveals that the Class should be expanded or otherwise modified.

43. The members of Class are capable of being described without difficult managerial or administrative problems. The members of the putative Class are also readily identifiable from the information and records in the possession or control of Defendants or its affiliates and agents and from public records.

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

45. The Proposed Class is so numerous that the joinder of all members is impracticable.

³ While discovery may alter the following, the states in the Multi-State Subclass are limited to those states with similar consumer fraud laws under the facts of this case: California (Cal. Bus. & Prof. Code §17200, *et seq.*); Florida (Fla. Stat. §501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. §505/1, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws §445.901, *et seq.*); Minnesota (Minn. Stat. §325F.67, *et seq.*); Missouri (Mo. Rev. Stat. §407.010, *et seq.*); New Jersey (N.J. Stat. §56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§349 and 350); and Washington (Wash. Rev. Code §19.86.010, *et seq.*). Plaintiff has standing to represent the proposed Multi-State Sub-class. Any challenge brought by Defendant regarding Plaintiff's standing to represent any proposed class should be deferred to the class certification stage because that is what Illinois law requires.

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

47. **Numerosity.** Upon information and belief, the Class is so numerous that the joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information is in the sole possession of Defendants and obtainable by Plaintiff only through the discovery process. Members of the Class 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, social media, and/or published notice.

48. **Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist for all Class Members and predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

- a. Whether Class Vehicles contain the alleged Battery Defect;
- b. Whether the Battery Defect would be considered material by a reasonable consumer;
- c. Whether the Battery Defect would constitute an unreasonable safety risk;
- d. Whether Defendants had a duty to disclose the Battery Defect to Plaintiff and other Class Members;
- e. Whether Defendants knew or reasonably should have known of the Battery Defect before Ford sold Class Vehicles to Plaintiff and Class Members;
- f. Whether the Battery Defect has diminished the value of the Class Vehicles;
- g. Whether the Camel Battery manufactured the defective battery;
- h. Whether Defendants should be declared financially responsible for notifying all Class Members of the problems with the Class Vehicles/Class Batteries and for the costs and expenses of repairing, replacing, or otherwise

remedying the Battery Defect;

- i. Whether Defendants are obligated to inform Class Members of their right to seek reimbursement for having paid to diagnose, repair, or replace their defective batteries;
- j. Whether Defendants breached the implied warranty of merchantability pursuant to state law and/or the UCC;
- k. Whether Defendants are liable for fraudulent omission;
- l. Whether Defendants were unjustly enriched;
- m. Whether Plaintiff and the other Class Members are entitled to damages and other monetary relief.

49. **Typicality.** Plaintiff's claims are typical of those of the absent Class Members in that Plaintiff as well as the Class Members each purchased and used the Class Vehicle that contained the same Battery Defect found in all other Class Vehicles.

50. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the members of the putative Class. Plaintiff has retained counsel with substantial experience in handling complex class action litigation, including complex questions that arise in this type of consumer protection litigation. Further, Plaintiff and her counsel are committed to the vigorous prosecution of this action. Plaintiff has no conflicts of interest or interests adverse to those of putative Class.

51. **Predominance and Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of the claims of Plaintiff and Class Members, and questions of law and fact common to all Class Members predominate over questions affecting only individual class members. Class Members can be readily identified and notified based on, inter alia, Defendant's business records or other sources.

CLAIMS FOR RELIEF

COUNT I
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of Plaintiff and the Multi-State Class, and alternatively, the Nationwide Class)

52. Plaintiff re-alleges and incorporates all preceding factual allegations as set forth fully herein.

53. Plaintiff brings this cause of action on behalf of herself and the Class.

54. Defendants are merchants and was at all relevant times involved in the distributing, warranting, and/or selling of the Class Vehicles.

55. The Class Vehicles are “goods” under the relevant laws, and Defendants knew or had reason to know of the specific use for which the Class Vehicles, as goods, were purchased.

56. Camel Battery’s 12-volt batteries installed on Class Vehicles are “goods” under the relevant laws, and Defendant knew or had reason to know of the specific use for which the Class Vehicles, as goods, were purchased.

57. Ford entered into agreements with consumers to sell the Class Vehicles to be used by Plaintiff and Class Members for personal use.

58. The implied warranty of merchantability included with the sale of each Class Vehicle means that Ford guaranteed that the Class Vehicles would be fit for the ordinary purposes for which cars are used and sold and were not otherwise injurious to consumers. The implied warranty of merchantability is a critical part of the basis for the benefit of the bargain between Defendants, Plaintiff, and the Class Members.

59. The implied warranty of merchantability included with the installation of the 12-volt car battery means that Camel Battery guaranteed that its batteries would be fit for the ordinary purposes for which car batteries are used and were not otherwise injurious to consumers. The implied warranty of merchantability is a critical part of the basis for the benefit of the bargain

between Defendants, Plaintiff, and the Class Members.

60. Defendants breached the implied warranty of merchantability because the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation. After all, Defendants did not indicate that the Class Vehicles would contain the Battery Defect.

61. Given that Plaintiff and Class Members are unable to safely drive the Class Vehicles without risk of crashing, neither the Class Vehicles or Class Batteries are fit for their particular purpose of legal and safe transportation and usage.

62. Defendants' warranties expressly apply to the purchaser of the Class Vehicles equipped with Class Batteries, creating privity between Defendants and Plaintiff and Class Members.

63. Privity is not required because Plaintiff and Class Members are the intended beneficiaries of Defendants' warranties and sales. Defendants' warranties were designed for and intended to benefit the consumer only, including Plaintiff and Class Members.

64. Defendants had been provided sufficient notice of its breaches of implied warranties associated with the Class Vehicles and Class Batteries. Defendants were put on actual notice of its breach through their review of consumer complaints as well as Ford's own recall.

65. Had Plaintiff, Class Members, and the consuming public known that the Class Vehicles would not be provided with properly functioning batteries they would not have purchased the Class Vehicles or would have paid less for them.

66. As a direct and proximate result of the foregoing, Plaintiff and the Class suffered and continue to suffer financial damage and injury, and are entitled to all damages, in addition to costs, interest, and fees, including attorneys' fees, as allowed by law.

67. Plaintiff suffered injury in that she purchased a Vehicle that is worthless. For all intents and purposes, Plaintiff's vehicle is now an unsafe vehicle with a notoriously defective Battery

68. Plaintiff also suffered economic loss in reference to the value of his vehicle. As a result of Ford's Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff intends to sell her Vehicle, the reputation of being a faulty vehicle will harm the resale value and place Plaintiff in a much worse bargaining position compared to if Defendants had properly manufactured, designed, produced, distributed, and advertised Class Vehicles with functioning Class Batteries.

69. Plaintiff has suffered damages in that Plaintiff has been inconvenienced by Ford's Recall and accompanying required repairs. As discussed above, Plaintiff will spend hours upon hours tending to Ford's recall. The Battery Defect prevented the Class Vehicles from being roadworthy and reliable. But for this defect, Plaintiff would not have had to spend hours upon hours of her life tending to this Recall.

COUNT II
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301 *ET SEQ.*)
(On Behalf of Plaintiff and the Nationwide Class)

70. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

71. Plaintiff brings this Count individually and on behalf of the Class.

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

73. Plaintiff is a "consumer" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* ("MMWA").

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

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

76. 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 a written or implied warranty.

77. In its express written warranties, Ford expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects become apparent during the warranty period.

78. Ford’s warranties are written warranties within the meaning of the Magnuson Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles’ implied warranty of merchantability is covered by 15 U.S.C. § 2301(7).

79. With respect to Class members’ purchases of the Class Vehicles, the terms of Ford’s written warranties and implied warranty became part of the basis of the bargain between Ford and Plaintiff and other Class members.

80. Ford breached the implied warranty of merchantability. Without limitation, the Class Vehicles have a car battery that fails, as described above, which renders the Class Vehicles unmerchantable.

81. At the time of sale of each Class Vehicle, Ford and Camel Battery knew, should have known, or were reckless in not knowing of the Class Vehicles’ inability to perform as warranted because of the Battery Defect, but nonetheless failed to rectify the situation and/or disclose the Battery Defect.

82. The amount in controversy of Plaintiff’s individual claim exceeds the sum of \$25.

The amount in controversy in this action exceeds the sum of \$50,000, exclusive of costs and interest, computed on the basis of all claims to be determined in this lawsuit.

83. Plaintiff, individually and on behalf of the Class members, seeks all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial.

COUNT III
NEGLIGENT DESIGN DEFECT
(On Behalf of Plaintiff and the Nationwide Class)

84. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

85. Plaintiff brings this claim against Defendants on behalf of herself and the Class Members.

86. Defendants owed Plaintiff and the Class a duty to reasonably and safely design, manufacture, market, and sell the Class Vehicles and Class Batteries.

87. Defendants breached this duty as the design and manufacture of the Class Vehicles and Class Batteries were defective, which caused the cars to not be fit or suitable for their intended purposes.

88. Additionally, Defendants' defective design caused monetary damages to Plaintiff and the Class as the Class Vehicles now are worth less compared to the Class Vehicle's value prior to the existence of the Defect, given the notoriety of the Defect.

89. Defendants did not exercise due care in the production of the Class Vehicles or Class Batteries. The Battery defect can cause the Class Vehicles to stall and exposes them to danger on the roadway.

90. Plaintiff suffered injury through Defendants' conduct in that she suffered

economic loss and purchased a vehicle that is now worthless and unsafe.

91. Plaintiff also suffered economic loss in reference to the value of her vehicle. As a result of Ford's Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff intends to sell her Vehicle, the reputation of being a faulty vehicle will harm the resale value and place Plaintiff in a much worse bargaining position compared to if Defendants had properly manufactured, designed, produced, distributed, and advertised Class Vehicles and Class Batteries.

92. Plaintiff also suffered damages in that Plaintiff has spent hours, and will spend hours more, tending to Ford's Recall. Plaintiff has been greatly inconvenienced by the Recall.

93. The design of the Class Vehicles Class Batteries' defect is unacceptable as other vehicles produced by other companies and manufacturers equipped with other car batteries work properly and do not have this same defect. In fact, Ford has produced other vehicles for decades that do not have defects similar to the Class Vehicles.

94. Plaintiff's Class Vehicle is in virtually identical condition as to when it left Ford's factory.

95. Further evidence of the Class Vehicles poor quality is the workmanship when compared to industry norms for the lifespan of the defective parts of the Class Vehicles, as mentioned earlier.

COUNT IV
FRAUD BY OMISSION/CONCEALMENT
(On Behalf of Plaintiff and the Multi-State Subclass,
or alternatively the Nationwide Class)

96. Plaintiffs repeat and re-allege all proceeding factual allegations above as if fully set forth herein.

97. Plaintiff brings this count on behalf of herself and the Class.

98. Defendants were aware of the Battery Defect within the Class Vehicles and Class

Batteries when the Class Vehicles were marketed and sold to Plaintiff and the other members of the Class.

99. Having been aware of the Battery Defect within the Class Vehicles and Class Batteries and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Battery Defect, Defendant had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

100. Defendants did not disclose the Battery Defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

101. For the reasons set forth above, the Battery Defect within the Class Vehicles and Class Batteries comprises material information with respect to the sale of the Class Vehicles.

102. In purchasing the Class Vehicles with the Class Batteries, Plaintiff and the other members of the Class reasonably relied on Defendants to disclose known material defects with respect to the Class Vehicles and Class Batteries.

103. Had Plaintiff and the other members of the Class known of the Battery Defect within the Class Vehicles and Class Batteries, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

104. Through their omissions regarding the Battery Defect within the Class Vehicles and Class Batteries, Defendants intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased or pay more for a Class Vehicle than they otherwise would have paid.

105. As a direct and proximate result of Defendants' omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class

Vehicles at all if the Battery Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT V
UNJUST ENRICHMENT
(On Behalf of Plaintiff and the Illinois Class, or alternatively the Nationwide Class)

106. Plaintiff repeats and re-alleges all proceeding factual allegations above as if fully set forth herein.

107. Plaintiff brings this count on behalf of herself and the Class.

108. Plaintiff, and the other members of the Class, conferred benefits on Defendants in the form of monies paid to purchase Ford's worthless Class Vehicles equipped with Camel Battery's defective battery.

109. Ford voluntarily accepted and retained this benefit. Likewise, it is believed that Camel Battery benefited from the sale of their defective batteries to Ford. Both Defendants had knowledge and appreciation of this benefit, which was conferred upon them by and at the expense of Plaintiff and the Class Members.

110. Because this benefit was obtained unlawfully, namely by selling and accepting compensation for the Class Vehicles and Class Batteries without providing properly function car batteries in the Class Vehicles, it would be unjust and inequitable for Defendants to retain the benefit without paying the value thereof.

111. The circumstances, as described herein, are such that it would be inequitable for Defendants to retain the ill-gotten benefit without paying the value thereof to Plaintiff and the Class Members.

112. Defendants manufactured, marketed, and sold the Class Vehicles under the guise of these Vehicles being safe and operable, without failure of fuel delivery systems. Instead, Defendants sold Vehicles that were/are deadly crash risks, given the defective battery issues.

113. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiff and members of the Class is unjust and inequitable, Defendants must pay restitution to Plaintiff and members of the Class for its unjust enrichment, as ordered by the Court.

COUNT VI
NEGLIGENCE

(On Behalf of Plaintiff and the Illinois Class, or alternatively, the Nationwide Class)

114. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

115. Plaintiff brings this count on behalf of herself and the Class.

116. Defendants caused Class Vehicles and Class Batteries to be sold, distributed, marketed, promoted, and/or used by Plaintiff and the Proposed Class.

117. At all times relevant to this litigation, Defendants had a duty to exercise reasonable care in the design, research, marketing, advertisement, supply, promotion, packaging, sale, and distribution of Class Vehicles equipped with Class Batteries, including the duty to take all reasonable steps necessary to provide effective and properly functioning car batteries in the Class Vehicles.

118. Defendants breached this duty by providing Class Vehicles with the Battery Defect. For decades, Ford has produced other vehicles without this Battery Defect, which is evidence that Ford did not exercise proper care in producing the Class Vehicles. Additionally, many other manufacturers produce vehicles with effective car batteries.

119. Accordingly, at all times relevant to this litigation, Defendants knew or, in the exercise of reasonable care, should have known that not providing a properly functioning car battery could cause or be associated with Plaintiff's and Class Members' injuries.

120. Defendants' alleged negligence included Selling and/or distributing the Class

Vehicles equipped with defective Class Batteries.

121. As a direct and proximate result of Defendants' negligence, Plaintiff and the Class have suffered and will continue to suffer actual monetary damages.

122. But for Defendants' negligent design, production, and marketing of Class Vehicles, Plaintiff and the Class would not be injured as they would not have purchased the worthless Class Vehicles.

123. Plaintiff's and Class Members' injuries were foreseeable as Ford had received complaints from Plaintiff and Class Members regarding failure to provide safely and effectively assembled vehicle parts in the Class Vehicles at the time of purchase of Defendants' Product.

124. Further, it is foreseeable that a vehicle with a defective car battery would be a dangerous vehicle to drive. It is also reasonably foreseeable that Ford's Recall would harm the resale value of the Class Vehicles.

125. As a result of Defendants' breach, Plaintiff and the Class were harmed in that they are now driving vehicles with defective car batteries given Defendants' confounding lack of due care in its design and product.

126. Plaintiff and the Class Members seek actual damages, attorney's fees, costs, and any other just and proper relief available.

127. Plaintiff suffered injury through Defendants' conduct in that she suffered economic loss and purchased a vehicle that is now worthless and unsafe.

128. Plaintiff also suffered economic loss in reference to the value of her vehicle. As a result of Defendants' Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff and the Class intend to sell their respective Class Vehicles, the reputation of being a faulty vehicle would harm the resale value, compared to if Defendants had properly manufactured, designed,

produced, distributed, and advertised Class Vehicles.

129. Plaintiff also suffered damages in that Plaintiff has spent hours, and will spend hours more, tending to Defendants' Recall. Plaintiff and the Class have been greatly inconvenienced by Defendants' Recall.

COUNT VII
Violation of the Illinois Consumer Fraud and Deceptive Practices Act
815 ILCS § 505-1, *et seq.* ("ICFA")
(On Behalf of Plaintiff and the Illinois Subclass)

130. Plaintiff repeats and re-alleges all proceeding factual allegations above as if fully set forth herein.

131. Plaintiff brings this cause of action on behalf of herself and the Illinois Sub-Class against Defendant.

132. Plaintiff and other Illinois Sub-class Members are persons within the context of the Illinois Consumer Fraud and Deceptive Trade Practices Act ("ICFA"), 815 ILCS § 505/1(e).

133. Defendants are "persons" within the context of the ICFA, 815 ILCS § 505/1(c).

134. At all times relevant hereto, Defendant were engaged in trade or commerce as defined under the ICFA, 815 ILCS § 505/1(f).

135. Plaintiff and the proposed Subclass members are "consumers" who purchased their vehicles and subsequently, the Class Batteries for personal, family, or household use within the meaning of the ICFA, 815 ILCS § 505/1(e).

136. The ICFA prohibits engaging in "unfair or deceptive acts or practices ... in the conduct of any trade or commerce...." ICFA, 815 ILCS § 505/2.

137. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices, including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use

or employment of any practice described in Section 2 of the Uniform Deceptive Trade Practices Act (“UDTPA”). 815 ILCS § 505/2.

138. Plaintiff and the other Illinois Subclass Members reasonably relied upon Defendants’ misrepresentations and omissions alleged herein regarding the Class Batteries, specifically regarding the safety and reliability of the batteries.

139. Defendants’ conduct, as described herein, took place within the State of Illinois and constitutes unfair or deceptive acts or practices in the course of trade and commerce, in violation of 815 ICFA § 505/1, *et seq.*

140. Defendants violated the ICFA by representing that the Noticed Products have characteristics or benefits that they do not have. 815 ILCS § 505/2; 815 ILCS § 510/2(7). Namely, the batteries were advertised to safely and reliably power the vehicle; because they cannot do this, they do not have the characteristic of safely and reliably powering the vehicle.

141. Defendants advertised the Class Batteries with the intent not to sell them as advertised, in violation of 815 ILCS § 505/2 and 815 ILCS § 510/2(9). Specifically, Defendants offered batteries that would safely and reliably power the vehicles; they do not.

142. Defendants engaged in fraudulent and/or deceptive conduct, which create a likelihood of confusion or misunderstanding in violation of 815 ILCS § 505/2; 815 ILCS § 510/2(3). Defendants notified consumers that if they participated in the recall, they could receive a free repair as to the battery’s software. But this fix does not guarantee that the problem, which includes unexpected stalling at low speeds or shutoff of electronic components, will not still occur. As a result, consumers have been left with a product that is worthless as it cannot be used.

143. Before placing the Class Batteries into the stream of commerce and into the hands of consumers, including Plaintiff and reasonable consumers, Defendants knew or should have

known that the Noticed Products had a serious defect, and were otherwise not able to safely or reliably function as intended, but Defendants omitted and concealed this material fact to consumers, including Plaintiff and Illinois Subclass members, by continuing to place the Class Batteries into the stream of commerce without any notice or disclosure of the material defect. This conduct is unfair under the ICFA.

144. Defendants chose to market the Class Batteries in this way to impact consumer choices and gain market share in the growing electric smoker market. They are aware that all consumers who purchased the vehicles and subsequently, the Class Batteries were exposed to and would be affected by their misrepresentations and omissions and would reasonably believe that the Class Batteries safely and reliably functioned, and that Defendants' marketing materials, including representations and omissions, were otherwise accurate. However, Defendant's representations are false and misleading because the Class Batteries contain a material defect, are not safe for use by its user, and do not function safely or reliably. This conduct is unfair under the ICFA.

145. Defendants then chose to remedy this material defect by providing consumers with a diagnosis and "software recalibration" that consumers must spend time and other resources to obtain.

146. Defendants intended that Plaintiff and each of the other Illinois Subclass members would reasonably rely upon the representations, misleading characterizations, and material omissions concerning the true nature of the Class Batteries and the repair kit.

147. Defendants' representations, concealment, omissions, and other deceptive and unfair conduct were likely to deceive and cause misunderstanding and/or cause Plaintiff and the other Illinois Subclass members to be deceived about the true nature of the Class Batteries.

148. Plaintiff and the Subclass Members have been damaged as a proximate result of Defendants' violations of the ICFA. They have suffered damages as a direct and proximate result of purchasing the Class Batteries.

149. As a direct and proximate result of Defendants' violations of the ICFA, as set forth above, Plaintiff and the Illinois Subclass members have suffered ascertainable losses of money caused by Defendants' representations and material omissions regarding the ability of the Class Batteries to function as intended.

150. Had they been aware of the true nature of the Class Batteries, Plaintiff and Illinois Subclass Members would have paid less for the Class Batteries or would not have purchased them.

151. Based on Defendant's unfair and/or deceptive acts or practices, Plaintiff and the Illinois Subclass members are entitled to relief, including restitution, actual damages, treble damages, punitive damages, costs, and attorney's fees, under 815 ILCS § 505/10a. Plaintiff and Illinois Subclass members are also entitled to injunctive relief, seeking an order enjoining Defendants' unfair and/or deceptive acts or practices.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and members of the Class, requests that the Court enter judgment in their favor and against Defendants, awarding as follows:

- A. Certifying the Classes as proposed herein, designating Plaintiff as Class representative, and appointing undersigned counsel as Class Counsel;
- B. Declaring that Defendants are financially responsible for notifying the Proposed Class Members of the pendency of this action;
- C. Award all actual, general, special, incidental, statutory, and consequential

damages to which Plaintiff and Class Members are entitled;

D. Scheduling a trial by jury in this action;

E. Awarding pre and post-judgment interest on any amounts awarded, as permitted by law;

F. Costs including reasonable attorneys' fees, court costs, and other litigation expenses; and,

G. Any other relief the Court may deem just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of all those similarly situated, hereby requests a jury trial, pursuant to Federal Rule of Civil Procedure 38, on any and all claims so triable. demand a trial by jury of all claims in this Complaint so triable.

Date: March 19, 2025

Respectfully submitted,

