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25 UNITED STATES DISTRICT COURT
26 CENTRAL DISTRICT OF CALIFORNIA

27 THE CENTER FOR DEFENSIVE
28 DRIVING,
Plaintiff,
v.
FORD MOTOR COMPANY,
Defendant.

CV13- 5068Pst4(MANx)
No.

CLASS ACTION COMPLAINT
(Jury Trial Demanded)

CLASS ACTION COMPLAINT

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1 Plaintiff, The Center for Defensive Driving, individually, and on behalf of all
2 others similarly situated, alleges as its Complaint and Demand for Jury Trial, the
3 following:

4 I. INTRODUCTION

5 1. Plaintiff brings this action individually and on behalf of all other current
6 and former owners or lessees of Ford, Lincoln and Mercury vehicles equipped with a
7 “MyFord Touch,” “MyLincoln Touch,” or “MyMercury Touch” system¹ (“Class
8 Vehicles”). Plaintiff seeks damages and equitable relief for Defendant Ford Motor
9 Company’s (“Ford”) conduct as alleged in this Complaint.

10 2. Ford introduced MyFord Touch in certain of its vehicles beginning with
11 model year 2011. As used herein, MyFord Touch consists of three Liquid Crystal
12 Display (LCD) interfaces that are powered by Ford “SYNC,” an operating system
13 that was designed by Microsoft. MyFord Touch allows the vehicle owner to, among
14 other things, operate the audio systems in the vehicle, use the GPS navigation
15 technology, control the climate systems in the vehicle, and operate a Bluetooth
16 enabled mobile telephone or mobile device. In addition to operating these various
17 functions, MyFord Touch is also responsible for operating certain safety systems in
18 the vehicle. For example, when the system detects that the vehicle has been involved
19 in a collision, the system will dial 9-1-1 and connect the vehicle to an emergency
20 services provider.

21 3. Ford has touted MyFord Touch as a revolutionary feature in its vehicles,
22 a feature for which it charges a significant premium. However, since its launch in
23 2011, the system has been an unmitigated disaster for Ford. Indeed, the Internet is
24 replete with complaints from Ford owners who have experienced significant
25 problems with the system. Many vehicle owners complain that, among other things,
26 the system freezes up, stops working, the screen “blacks out,” the system fails to

27 ¹ In this complaint, MyFord Touch, MyLincoln Touch, and MyMercury Touch
28 will be collectively referred to as “MyFord Touch.”

1 respond to touch commands, and fails to connect to the user's mobile phone. Simply
2 stated, the system fails to work as intended or as promised by Ford.

3 4. Ford's customers are not the only ones who recognize that the system
4 has been a failure. Shortly after the launch of the system in 2011, Ford's CEO, Alan
5 Mulally, in numerous interviews, admitted that MyFord Touch suffers from
6 numerous problems. Ford has also recognized that it has a problem insofar as it has
7 issued three purported "updates" which it claimed corrected the issues plaguing the
8 system. However, none of these updates have corrected the issues that the Plaintiff
9 and the other Class members have experienced with their MyFord Touch systems.
10 Indeed, according to Ford's own technical support team, there is no fix for the
11 problems experienced by Plaintiff and the other Class members.

12 5. As a result of Ford's unfair, deceptive, and/or fraudulent business
13 practices, and its failure to disclose defects in the MyFord Touch system, owners
14 and/or lessees of the Class Vehicles have suffered losses in money and/or property.

15 6. Had Plaintiff and the other Class members known of the defects in the
16 MyFord Touch system at the time they purchased or leased their vehicles, they
17 would not have purchased or leased those vehicles, or would have paid substantially
18 less for the vehicles than they did.

19 7. Plaintiff, individually and on behalf of the other members of the
20 proposed Class, brings this action for Defendant's statutory and common law
21 violations, including its violation of applicable consumer protection and deceptive
22 trade practice statutes and Defendant's breaches of its warranties to Plaintiff and the
23 other Class members.

24 **II. JURISDICTION**

25 8. This Court has jurisdiction pursuant to the Class Action Fairness Act of
26 2005, 28 U.S.C. § 1332(d) because the proposed class consists of 100 or more
27 members; the amount in controversy exceeds \$5,000,000, exclusive of costs and
28

1 interest; and minimal diversity exists. This Court also has supplemental jurisdiction
2 over the state law claims pursuant to 28 U.S.C. § 1367.

3 **III. VENUE**

4 9. Venue is proper in this District under 28 U.S.C. § 1391 because a
5 substantial part of the events or omissions giving rise to Plaintiff's claims occurred in
6 this District. Plaintiff, The Center for Defensive Driving, leased a Class Vehicle in
7 this District, and Ford has marketed, advertised, sold, and leased the Class Vehicles
8 within this District.

9 **IV. PARTIES**

10 **A. Plaintiff**

11 10. The Center for Defensive Driving ("CDD") is a 501(c)(3) nonprofit
12 corporation headquartered in Torrance, California. On or about February 22, 2013,
13 CDD acquired a 2013 Ford F-150 Lariat equipped with a MyFord Touch system
14 (VIN# 1FTFW1ETXDFB37760), which it leased from Power Ford, an authorized
15 Ford dealership located in Torrance, California. Unknown to CDD at that time was
16 that the MyFord Touch system in its F-150 Lariat is defective and suffers from
17 numerous issues including: system lockup and total system failure; periodic non-
18 responsiveness to peripheral devices (such as MP3 players and smartphones); and
19 periodic non-responsiveness to voice commands. Indeed, between February 22,
20 2013 and July 1, 2013, Plaintiff's MyFord Touch unit has failed or locked up on no
21 fewer than 27 separate occasions. Defendant Ford knew about, but did not disclose,
22 the defect to Plaintiff CDD and it leased its F-150 Lariat under the reasonable but
23 mistaken belief that the MyFord Touch system would perform in a reasonable
24 manner. It did not.

25 11. At Power Ford, prior to agreeing to lease the F-150 Lariat, Plaintiff
26 inquired about the functionality and quality of the MyFord Touch system installed in
27 the vehicle. A Ford sales representative, Roland Belikow, represented to Plaintiff
28

1 that the MyFord Touch system works well, can play audio from MP3 players,
2 including Plaintiff's Apple iPod, and connect with smartphone devices, including
3 Apple iPhones, for hands-free telephone usage as well as audio and other
4 entertainment functions. Mr. Belikow demonstrated for Plaintiff the navigation
5 capabilities of the MyFord Touch system as well as the voice command functions.
6 At no time did Mr. Belikow or any other Ford representative disclose that the
7 MyFord Touch system is in any way defective.

8 12. Plaintiff contacted Ford technical support (using the Ford Sync hotline)
9 on numerous occasions shortly after leasing the F-150 Lariat to report and correct the
10 problems it was experiencing. Ford technical support advised Plaintiff to do a
11 "master reset" on the Sync System, which temporarily corrected the issues
12 experienced. However, the same issues would recur, generally within one to five
13 days, after performing a "master reset."

14 13. At the suggestion of Ford technical support, Plaintiff brought the F-150
15 Lariat to the Power Ford dealership for service. The technicians at the dealership
16 confirmed that the F-150 Lariat was equipped with the latest software updates and
17 advised Plaintiff to disconnect any peripheral devices if the system fails in the future.
18 The system continued to fail, with and without peripheral devices attached to it, and
19 Plaintiff spoke with several further Ford technical support representatives.

20 14. On March 26, 2013, Plaintiff spoke with a Ford representative who
21 identified himself as "Brent." Brent advised Plaintiff to connect peripherals to the
22 auxiliary jack rather than the Sync System, which would lead to distracted driving if
23 a phone call were received. Brent admitted to Plaintiff that there is no fix for the
24 problems experienced by Plaintiff.

25 15. As the problems persisted, Plaintiff initiated a "buyback request" with
26 Ford (according to which Ford would reacquire the F-150 Lariat and issue Plaintiff a
27 refund) on April 10, 2013. On May 2, 2013, Ford denied Plaintiff's buyback request.
28

1 16. After several more weeks of identical problems, Plaintiff spoke with
2 Ford Consumer Affairs on June 19, 2013. A Ford Consumer Affairs representative
3 that identified himself as “Mark” informed Plaintiff that Plaintiff should visit the
4 Sync website to deal with peripheral device compatibility issues, and denied that
5 Sync was experiencing system-wide problems. Mark advised Plaintiff that his
6 problems were related not to the Sync System but to Plaintiff’s peripheral devices,
7 and that Plaintiff’s problems were isolated, not a result of a defect in the Sync
8 System.

9 **B. Defendant**

10 17. Ford Motor Company is a corporation doing business in all fifty states
11 (including the District of Columbia) and is organized under the laws of the State of
12 Delaware, with its principal place of business in Dearborn, Michigan. At all times
13 relevant to this action, Ford manufactured, sold, leased, and purportedly warranted,
14 under the Ford, Lincoln, and Mercury brand names, the Class Vehicles at issue
15 throughout the United States. Defendant Ford designed, manufactured, and installed
16 the defective MyFord Touch systems in the Class Vehicles. Defendant Ford also
17 develops and disseminates the owner’s manuals, and warranty booklets relating to
18 the Class Vehicles.

19 **V. FACTUAL ALLEGATIONS**

20 **A. Introduction of MyFord Touch**

21 18. In January 2010, Ford announced the roll-out of MyFord Touch.² It
22 hailed MyFord Touch as an “intuitive driver experience.”³ The launch of MyFord
23 Touch was also promoted by Ford as a significant reason to purchase a Ford vehicle.
24

25 _____
26 ² <http://www.zdnet.com/blog/gadgetreviews/ford-announces-myford-touch-with-dual-4-2-lcds-wi-fi-and-improved-voice-recognition/10838>.

27 ³ <http://www.zdnet.com/blog/gadgetreviews/ford-announces-myford-touch-with-dual-4-2-lcds-wi-fi-and-improved-voice-recognition/10838>.
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1 19. At the launch of MyFord Touch in January 2010, Ford’s CEO, Alan
2 Mulally said, referring to MyFord Touch, “*this is a reason to buy Ford* . . . It’s just
3 smart design. We think it’s a value proposition.”⁴ Ford and the consumer
4 community viewed MyFord Touch as bearing such significance that Ford CEO
5 Mulally delivered the keynote address at the Annual Consumer Electronics show in
6 2010 in Las Vegas specifically to unveil MyFord Touch.

7 20. With MyFord Touch, Ford aimed to create a technological infotainment
8 system that would be available not only on its higher-end vehicles, but would become
9 the signature feature of all Ford vehicles.

10 21. At the time MyFord Touch was announced by Ford, Ford’s Vice
11 President for Group Product Development stated, “[d]emocratization of technology is
12 a key aspect of our product plan . . . With [MyFord Touch], we didn’t want to create
13 an upscale electronics package and just put it on our highest-end vehicles. This
14 technology will be available across our full range of vehicles: From our affordable
15 small cars to the ultimate Lincoln, we’re going to make a premium, appealing and
16 intuitive experience available to everyone.”⁵

17 22. While the roll-out of MyFord Touch was scheduled to begin in 2010 on
18 only a limited number of Ford vehicles, when it announced the launch of MyFord
19 Touch, Ford stated that by 2015, at least 80% of Ford vehicles would be equipped
20 with MyFord Touch.⁶

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25 ⁴ [http://www.nydailynews.com/news/money/ford-unveils-cool-new-in-car-
technology-consumer-electronics-show-article-1.170650](http://www.nydailynews.com/news/money/ford-unveils-cool-new-in-car-technology-consumer-electronics-show-article-1.170650).

26 ⁵ [http://www.gminsidenews.com/forums/f37/ford-announces-myford-touch-
technology-87723/](http://www.gminsidenews.com/forums/f37/ford-announces-myford-touch-technology-87723/).

27 ⁶ [http://www.zdnet.com/blog/gadgetreviews/ford-announces-myford-touch-
with-dual-4-2-lcds-wi-fi-and-improved-voice-recognition/10838](http://www.zdnet.com/blog/gadgetreviews/ford-announces-myford-touch-with-dual-4-2-lcds-wi-fi-and-improved-voice-recognition/10838).

1 23. When announcing the roll-out of MyFord Touch, Ford announced that it
2 would be installed on Lincoln and Mercury vehicles as well, and would be called
3 MyLincoln Touch and MyMercury Touch respectively.⁷

4 24. When Ford announced MyFord Touch, Ford’s Vice President for Global
5 Product Development stated that MyFord Touch, “delivers a premium interior
6 experience that will help consumers fall in love with their vehicles again”⁸

7 25. Ford designed MyFord Touch to take advantage of new technologies in
8 order to simplify a user’s experience with the vehicle. As Ford’s President stated at
9 the time MyFord Touch was rolled out, “[a]s we began developing [MyFord
10 Touch’s] capability, we saw this groundswell of new technology, new functionality
11 and incredible capability opening up to consumers It was readily apparent that
12 unless we devised an intuitive interface to help drivers manage these capabilities,
13 they could detract – and possibly distract – from the driving experience.”⁹

14 **B. Description of MyFord Touch**

15 26. MyFord Touch consists of three LCD interfaces that provide the
16 gateway between the user, and the various technological features that comprise the
17 MyFord Touch system. The following photograph depicts the MyFord Touch
18 system in a Ford vehicle:
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25 ⁷ *Id.*

26 ⁸ [http://www.gminsidenews.com/forums/f37/ford-announces-myford-touch-
27 technology-87723/](http://www.gminsidenews.com/forums/f37/ford-announces-myford-touch-technology-87723/).

28 ⁹ [http://www.gminsidenews.com/forums/f37/ford-announces-myford-touch-
technology-87723/](http://www.gminsidenews.com/forums/f37/ford-announces-myford-touch-technology-87723/).



12 27. MyFord Touch consists of three visual interfaces. The first is an 8-inch
13 LCD touchscreen that is located in the center stack. The following photograph
14 depicts the 8-inch LCD touchscreen located within the center stack:



1 28. As can be seen above, the eight-inch LCD touchscreen interface is
2 divided into four equal sized sections. The upper left quarter of the screen is the
3 interface which displays the connection to a user's mobile device, and allows the
4 user to operate a mobile device, including making telephone calls, reviewing contact
5 information on the user's mobile device, and other features related to the mobile
6 device. The lower left quarter of the screen operates the audio system in the vehicle.
7 It allows the user to access and select various radio stations, or other sources of audio
8 that can be played in the vehicle. The upper-right quarter of the screen permits the
9 user to interface with the vehicles' navigation and GPS technology. And finally, the
10 bottom right quarter of the screen is the interface with the vehicles' climate control
11 system and allows the user to control the climate in the car. There is also a menu
12 screen, which allows the user to control various aspects of the MyFord Touch
13 system, as well as other features in the vehicle, including cabin lighting, audio
14 settings, and other aspects of the vehicle.

15 29. The other two LCD interfaces, are located to the left and right of the
16 speedometer directly in front of the driver. The following depicts the additional two
17 LCD interfaces:



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13 30. These two additional interfaces are not touch screens. Rather, the user
14 navigates these through a five-way control located on the steering wheel. They
15 allow the user to perform some of the same functions that can be performed on the
16 center stack interface, however, on a more limited basis.

17 31. MyFord Touch is powered by “Ford SYNC,” a software program that is
18 based on Microsoft’s Windows Embedded Automotive operating system.¹⁰ SYNC
19 operates a number of features that form part of the MyFord Touch system.

20 32. Ford charges a hefty premium for the MyFord Touch system.
21 According to Ford’s website, when pricing a vehicle that includes MyFord Touch, it
22 adds a significant cost to the price of the vehicle. Some sources have reported that as
23 a stand-alone product, the cost of the product is \$1000.¹¹

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26 ¹⁰ [http://www.zdnet.com/blog/gadgetreviews/ford-announces-myford-touch-with-](http://www.zdnet.com/blog/gadgetreviews/ford-announces-myford-touch-with-dual-4-2-lcds-wi-fi-and-improved-voice-recognition/10838)
27 [dual-4-2-lcds-wi-fi-and-improved-voice-recognition/10838.](http://www.zdnet.com/blog/gadgetreviews/ford-announces-myford-touch-with-dual-4-2-lcds-wi-fi-and-improved-voice-recognition/10838)

28 ¹¹ [http://en.wikipedia.org/wiki/MyFord_Touch.](http://en.wikipedia.org/wiki/MyFord_Touch)

1 **C. MyFord Touch Has Been Plagued with Serious Defects**

2 33. In theory, MyFord Touch possesses a number of attractive features, but
3 since its launch, MyFord Touch has failed to perform as advertised. Many of the
4 features advertised as part of the system often fail to perform.

5 34. In addition, while many of the features of MyFord Touch were designed
6 to make the driving experience safer for the vehicle owner, the persistent problems
7 Class Vehicle owners and/or lessees have experienced with MyFord Touch have
8 actually created significant safety risks, as the vehicle owners/lessees are forced to
9 focus on the malfunction while driving or are distracted by the malfunction, and
10 because the MyFord Touch system loses the ability to contact 9-1-1 in emergencies
11 as designed.

12 35. For example, while using certain features in MyFord Touch, such as the
13 GPS navigation technology, the MyFord Touch screen will simply turn off, then turn
14 back on and, when it does, it states that it is “performing scheduled system
15 maintenance,” and, in the meantime, the user’s route that was programmed into the
16 GPS is no longer available and can leave the vehicle owner lost. Further, the system
17 is not performing “scheduled” maintenance, it is simply malfunctioning.

18 36. Additionally, because certain crucial vehicle functions, including the
19 defroster and the rear-view camera, are routed through and controlled by MyFord
20 Touch, these features become inoperable when the MyFord Touch system crashes.
21 Thus, driving in winter becomes dangerous because the driver cannot defrost his or
22 her windshield and other windows, and drivers are more likely to collide with other
23 cars or pedestrians when moving in reverse because the rear-view camera fails.

24 37. Since the launch of MyFord Touch, the system has been plagued with
25 numerous issues, and has not performed the functions it was intended to perform. As
26 further described below, Ford has attempted a series of corrective measures but, like
27 the system itself, these measures have also been a failure.

1 **D. The TSBs and Warranty Extension**

2 38. As Ford became aware of the many MyFord Touch problems being
3 experienced by Class Vehicle owners, Ford issued several Technical Service
4 Bulletins (“TSB”) and updates in an effort to resolve them.

5 39. On or about April 27, 2011, Ford issued TSB 11-4-18 pertaining to Ford
6 vehicles equipped with MyFord Touch. Specifically, Ford’s TSB noted that these
7 systems may experience blank screens, missing presets, lack of voice recognition,
8 incorrect dialing of phone numbers and display problems with the backup camera.
9 The TSB recommended reprogramming the software system.

10 40. On or about July 22, 2011, Ford issued TSB 11-7-24 – a “succeed to”
11 bulletin from 11-4-18 – again pertaining to the functionality of Ford vehicles
12 equipped with MyFord Touch. Specifically, this TSB explained that certain Class
13 Vehicles, built on or before July 12, 2011, may experience various concerns with
14 “blank/black display screen, radio switches from off to on or changes state after
15 ending a phone call or voice command, phone pairing, incorrect Sirius channel
16 selection using voice command, unable to download photo resolution 800x378,
17 phonebook downloads, AM/FM missing preset display information, voice
18 recognition, voice recognition when using SYNC services, USB device detection,
19 travel link download time, Sirius channel art logo mismatch, clock intermittently
20 displays incorrect time, traffic direction and information (TOI) calling wrong phone
21 number, travel link subscription, address book downloads, navigation set in
22 kilometers but voice communicates in miles, and backup camera scrolling display.”
23 As a result, Ford’s TSB recommended performing a software update by fully
24 reprogramming the Accessory Protocol Interface Module (“APIM”), and, where
25 reprogramming was unsuccessful, replacing the APIM.

26 41. On or about March 6, 2012, Ford issued Customer Satisfaction Program
27 Campaign 12M01 pertaining to Ford vehicles equipped with the MyFord Touch
28

1 system. This Campaign explained that certain MY 2011-2012 Explorer, Edge, MKX
2 and MY 2012 Focus vehicles equipped with MyFord Touch may require replacement
3 of the APIM, the brain of the MyFord Touch system. Ford's 12M01 Campaign
4 extended warranty coverage of the APIM to four years of service from the warranty
5 start date on Ford vehicles and five years on Lincoln vehicles, regardless of mileage.

6 42. On or about November 5, 2012, Ford issued TSB 12-11-1 due to
7 concerns with "navigation, voice recognition, call sound quality, phone pairing
8 and/or system performance" in the following Class Vehicles:

- 9 • 2011-2013 Edge, MKX and Explorer
- 10 • 2012-2013 Focus
- 11 • 2013 MKT, Taurus, MKS, Fusion, Escape, Flex and F-150

12 43. As a result, Ford's TSB provided steps for a full software update of the
13 APIM to the latest software version now available, version V3.5.1. Those Class
14 Vehicles equipped with navigation required a new A4 level SD-card for proper
15 navigation function.

16 44. On or about November 8, 2012, Ford issued Campaign
17 "DEMONSTRATION/DELIVERY HOLD Application Performance Upgrade
18 11A01" because software was released to "improve overall system functionality,
19 voice recognition, screen refresh rates, response to touch, and to simplify screens for
20 ease of use" due to concerns with "navigation, voice recognition, call sound quality,
21 phone pairing and/or system performance." As a result, a "full image reprogram of
22 the APIM" was to be completed on the following Class vehicles:

- 23 • 2011 Explorer
- 24 • 2011-2012 Edge, MKX
- 25 • 2012 Focus

26 45. As a result, Ford's TSB provided steps for a full software update of the
27 APIM to the latest software version now available, version V3.5.1. Those Class
28

1 Vehicles equipped with navigation required a new A4 level SD-card for proper
2 navigation function.

3 46. On or about November 15, 2012, Ford issued TSB 12-11-2 because
4 certain vehicles equipped with MyFord Touch, built on or before May 14, 2012,
5 exhibited “a voice prompt indicating SYNC’s Service’s Traffic, Directions or
6 Information (TDI) is unable to locate the vehicle or a Global Position System (GPS)
7 issue is present.” As a result, Ford instructed that technicians perform a reprogram
8 of the Global Position Satellite Module (GPSM) on the following Class vehicles:

- 9 • 2010-2011 Fiesta, Focus, Mustang
- 10 • 2010-2012 Fusion Taurus
- 11 • 2010 Explorer Sport Trac
- 12 • 2010-2011 Explorer
- 13 • 2010-2012 E-Series, Edge, Escape, Expedition, F-150, F-Super Duty,
14 Flex
- 15 • 2010-2012 MKS, MKZ
- 16 • 2010-2011 MKX
- 17 • 2010-2012 Navigator
- 18 • 2010 Milan, Mountaineer
- 19 • 2010-2011 Mariner
- 20 • 2011-2012 Edge, MKX
- 21 • 2012 Focus

22 47. On or about January 14, 2013, Ford issued Campaign
23 “DEMONSTRATION/DELIVERY HOLD Application Performance Upgrade
24 12A04” because software was released to “improve overall system functionality and
25 performance including navigation, voice recognition, call sound quality, and phone
26 Tiring.” As a result, and due to new software, Dealers were instructed “to inspect
27 the APIM software level and if necessary, reprogram the Accessory Protocol
28

1 Interface Module” If the system was unresponsive, inoperative, or if the vehicle
2 software update was unsuccessful, Dealers were instructed to replace the APIM in
3 the following Class vehicles:

- 4 • 2011 Edge, Explorer, MKX
- 5 • 2012 Edge, Explorer, MKX, Focus
- 6 • 2013 Edge, Explorer, MKX, Focus, Escape, Flex, Fusion, Taurus, MKS,
7 MKT, F-150

8 48. A Ford “Special Service Message” dated March 29, 2013 states:

9 **32162 2011-2013 Vehicles MyTouch Functional**
10 **Issues Due to Phonebook Content Contact Volume.**

11 Some MyTouch equipped vehicles may experience
12 multiple functional issues such as slow navigation
13 calculations, displayed time jump or audio popping
14 during initial ignition on cycle. These conditions can be
15 created by the size of the contact list within the
16 customer’s phone book. The amount of data within the
17 contact list can create a processing problem for the
18 module during a key on cycle. This can be resolved by
19 limiting the number and/or content within the contact
20 list. In addition, the automatic phonebook download
21 feature can be set to off by selecting phone, settings,
22 manage phone book, turn auto phone book off.

23 Additional phone contacts can be added by manually re-
24 downloading phone book in that same menu.

25 Recommend following Workshop Manual section 415-
26 00 for additional diagnostics and ensure a master reset is
27 performed. **EFFECTIVE DATE: 29-MARCH-2013**

1 49. On June 17, 2013, Ford issued a press release titled “SYNC and
2 MyFord Touch Sold on 79 Percent of New Ford Vehicles, New Technology Drives
3 Quality Satisfaction.” Ford announced that combined, MyFord Touch systems are
4 sold on 79 percent of new 2013 Ford vehicles. According to Ford, customers cite to
5 these features as “top purchase drivers much more often than competitors.” Despite
6 touting the successes of MyFord Touch systems, Ford contradicted that position by
7 stating the “F-150 blends touch screen capability with traditional buttons and knobs,
8 *a similar balance planned for future Ford vehicles.*” (Emphasis added.) Ford also
9 explained that it intends to release “another downloadable upgrade planned for this
10 summer” in an attempt to further correct the MyFord Touch systems.

11 **E. Similar Experiences and Complaints by Consumers**

12 50. Plaintiff’s experiences are by no means isolated or outlying occurrences.
13 Indeed, the internet is replete with examples of blogs and other websites where
14 consumers have complained of the exact same defect within the Class Vehicles.

15 51. For example, a website titled “syncsucks.com” lists the following “most
16 common Sync/MyFord Touch issues” all of which are symptoms of the same
17 defective APIM.

- 18 • Screen goes black and won’t come back on
- 19 • Back-up camera goes black without warning while backing up
- 20 • Sync system restarts without warning while driving
- 21 • Sync system freezes up completely even after the vehicle is
22 turned off
- 23 • Says phone connected, yet voice says no phone connected when
24 asking to dial number
- 25 • Displays phone is connected, yet after repeated efforts it will not
26 respond to ANY voice command
- 27 • Music randomly starts playing while using the phone

- 1 • Randomly jumps from audio source to audio source
- 2 • Keeps disconnecting USB iPod
- 3 • Will not recognize multiple brand-new USB jump drives
- 4 • Never really got to enjoy my six months of satellite radio as Sync
- 5 said I had no subscription forcing me to call Sirius multiple times
- 6 to try and sort that out.¹²

7 52. Another website called <http://fordsyncproblems.com/> was created by a
8 consumer in response to “Ford’s inability to resolve issues with my newly purchased
9 2012 Ford Escape.” This person claims that “When making a phone call through the
10 Sync system I can hear the phone conversation clearly through the car speakers BUT
11 the person on the other end of the conversation cannot hear me clearly; it either
12 sounds like I am in a tunnel or it is very choppy. The quality of the conversation gets
13 worse as your speed increases.”¹³ There are several other similar websites.¹⁴

14 53. Likewise, the database maintained by the National Highway Traffic
15 Safety Administration contains several similar complaints by consumers, some of
16 which are set forth below:

17 **Date Complaint Filed:** 7/8/2013

18 **Date of Incident:** 7/7/2013

19 **NHTSA ID Number:** 10523680

20 **Manufacturer:** Ford Motor Company

21 **Vehicle Identification Number:** Not Available

22 **SUMMARY:**

23 DEAR NHTSA, I HAVE RECENTLY PURCHASED A FORD EXPLORER
24 LIMITED 2013 MODEL ABOUT 3 MONTHS AGO. SINCE I HAVE
25 PURCHASED THIS VEHICLE I HAVE NOTICED THAT THE MYTOUCH
26 SYSTEM HAS CONSTANT GLITCHES AND CAUSING DISTRACTIONS
27 WHILE DRIVING. YESTERDAY I STARTED THE VEHICLE AND THE
28 ENTIRE SCREEN WAS OUT INCLUDING THE BACKUP SENSORS AND
CAMERA. I HAVE CONTACTED FORD AND THE DEALERSHIP BUT THEY

¹² <http://www.syncsucks.com/>.

¹³ <http://fordsyncproblems.com/5001.html>

¹⁴ See <http://www.fordfusionclub.com/showthread.php?t=413068;>
<http://www.focusfanatics.com/forum/showthread.php?t=260838;>
[http://jalopnik.com/gm-hasnt-really-found-that-new-thing-yet-for-ford-its-485829232.](http://jalopnik.com/gm-hasnt-really-found-that-new-thing-yet-for-ford-its-485829232)

1 DO NOT SEEM TO BE VERY RESPONSIVE. I WILL BE TAKING THIS
2 VEHICLE TO THE DEALERSHIP TOMORROW HOWEVER I FIND THIS TO
3 BE A SAFETY ISSUE AS MY WIFE RELIES ON THE CAMERA AND
SENSORS WHEN PARKING A VEHICLE.

Date Complaint Filed: 4/10/2013

Date of Incident: 4/9/2013

NHTSA ID Number: 10505787

Manufacturer: Ford Motor Company

Vehicle Identification Number: 2LMDJ6JK0DB...

SUMMARY:

4 WHILE DRIVING ON THE HIGHWAY AT ABOUT 65MPH, THE SYNC
5 SYSTEM SCREEN WENT BLACK, AFTER ABOUT 5 MINUTES, THE
6 SYSTEM CAME BACK UP. I WAS UTILIZING THE NAVIGATION SYSTEM
7 AT THE TIME AND WAS FORCED TO STOP, RE-ENTER THE DETAILS OF
8 THE LOCATION I WAS INTENDED TO VISIT. THE SYNC SYSTEM SHOULD
9 NEVER JUST RESTART ITSELF WITHOUT WARNING A DRIVER. I AM
10 CONCERNED THERE IS A MORE SEVERE PROBLEM WITH THE MAIN
11 CONTROL SYSTEM WITH THIS PARTICULAR VEHICLE AS THREE OTHER
12 ISSUES HAPPENED WITHIN A WEEK OF EACH OTHER. 1. BLIB MODULE
13 (BLIND SPOT AND CROSS TRAFFIC SENSORS FAULTED AND NEEDED
REPLACEMENT) 2. SYNC SYSTEM REBOOTS ITSELF WHILE DRIVING
AND ULTIZING NAVIGATION 3. LOW PRESSURE ERROR POPS UP,
STEERING BECOMES IMPOSSIBLE, ACCELERATION DIES, AND BRAKING
SLUGGISH. CAR REQUIRED SHUTDOWN AND RESTART TO RESOLVE.

*TR

14 **Date Complaint Filed:** 1/19/2013

15 **Date of Incident:** 7/11/2012

16 **NHTSA ID Number:** 10493496

17 **Manufacturer:** Ford Motor Company

Vehicle Identification Number: 1FMCU9H99...

SUMMARY:

18 THE MYFORDTOUCH SYSTEM WITH NAVIGATION IS UNSAFE. DUE TO
19 CONTINUOUS SOFTWARE AND HARDWARE ERRORS, THE LARGE VIDEO
20 SCREEN IS DISTRACTING TO THE DRIVER. PHONE DOES NOT SYNC
21 FROM TIME TO TIME, NAVIGATION DOES NOT ACQUIRE GPS SIGNAL OR
22 VEHICLE POSITION IS INCORRECT. MANY PROBLEMS WITH
23 BLUETOOTH AND USB INTEGRATION, TOO MANY TO LIST HERE. WHEN
24 GLITCHES OCCUR, THE SCREEN OFTEN GOES COMPLETELY BLANK,
SHOWING NOTHING AT ALL. I HAVE HAD MY ESCAPE IN FOR SERVICE
THREE TIMES FOR THESE PROBLEMS. MY SPOUSE COMPLAINS WHEN
SHE RIDES IN THE CAR THAT I AM DISTRACTED BY CONTINUOUS
ERRORS OF THE MFT DISPLAY. PROBLEMS WITH MFT SYSTEM HAVE
ALSO BEEN NOTED BY CONSUMER REPORTS. I WILL TAKE
ADVANTAGE OF THE LEMON LAW TO CORRECT THIS UNSAFE
SITUATION WITH MY VEHICLE. *TR

25 **Date Complaint Filed:** 12/6/2012

26 **Date of Incident:** 12/3/2012

NHTSA ID Number: 10488263

27 **Manufacturer:** Ford Motor Company

Vehicle Identification Number: Not Available

SUMMARY:

1 2011 FORD EXPLORER. CONSUMER WRITES IN REGARDS TO ISSUES
2 WITH A "MY FORD TOUCH" VOICE ACTIVATED SYSTEM. *TGW THE
3 CONSUMER STATED THE "MY FORD TOUCH" IS A VOICE OR TOUCH
4 SCREEN ACTIVATED SYSTEM THAT CONTROLLED ENTERTAINMENT,
5 CLIMATE, NAVIGATION AND HANDS FREE CELL PHONE FUNCTIONS.
6 WHEN THE SYSTEM STOPPED WORKING, THERE WAS NO CONTROL
7 OVER ANY OF THE AFOREMENTIONED DEVICES. THE CONSUMER HAD
8 TO TAKE THE VEHICLE TO THE DEALER THREE TIMES, BECAUSE OF
9 THE MALFUNCTIONING SYSTEM. A TYPICAL PROBLEM WAS THE
10 SYSTEM LOCKING UP, THE SCREEN WOULD FREEZE AND THERE WAS
11 NO CONTROL OVER THE HEATER/AIR CONDITIONER OR RADIO
12 VOLUME. USUALLY AFTER 10-12 MINUTES THE SCREEN WOULD GO
13 BLANK AND A MESSAGE APPEARED THAT READ PERFORMING
14 SCHEDULE MAINTENANCE. WHEN THE SYSTEM WAS FINALLY
15 RESTORED, EVERYTHING WORKED AGAIN. SOMETIMES WHEN USING
16 THE NAVIGATION TO FIND AN ADDRESS, THE CAR ICON WOULD
17 WANDER OFF THE PRESCRIBED ROUTE EVEN THOUGH THE CONSUMER
18 WAS DRIVING THE PRESCRIBED ROUTE. WHEN THAT HAPPENED, THE
19 SCREEN WOULD OFTEN DISPLAY A LARGE YELLOW QUESTION MARK.
20 THE FIRST TIME THE CONSUMER VISITED THE DEALER, THEY FLASHED
21 THE MEMORY. IT HELPED, BUT IT STILL FAILED, AT TIMES. THE
22 SECOND TIME, HE RETURNED TO THE DEALER, THEY INSTALLED AN
23 UPDATED PROGRAM FROM FORD THAT WAS SUPPOSED TO CORRECT
24 THE PROBLEMS. BUT, AS TIME WENT ON, THE NEW PROGRAM STARTED
25 TO FAIL IN A SIMILAR WAY AS THE OLD PROGRAM. THE LAST TIME,
26 THE CONSUMER VISITED THE DEALER, THEY DID A MASTER RESET BY
27 DISCONNECTING THE BATTERY, THEREBY REMOVING ALL POWER
28 FROM THE SYSTEM AND REBOOTING IT WHEN THE BATTERY WAS
RECONNECTED. THE DEALER INFORMED THE CONSUMER, HE COULD
ALSO PULL FUSE 29 AND PUT IT BACK IN AGAIN. HOWEVER, THE
CONSUMER STATED HE WAS NOT ABLE TO REACH THE FUSE, AS IT
WAS TUCKED WAY UP UNDER THE DASHBOARD, BUT EVEN IF HE
COULD REACH IT, IT WOULDN'T FIX THE DEFECTIVE SOFTWARE
PROVIDED BY FORD AND MICROSOFT. DISCONNECTING THE BATTERY
DIDN'T FIX THE PROBLEM, IT ONLY REBOOTED THE COMPUTER AND
EVENTUALLY, THE PROBLEM WOULD RETURN. *JB

Date Complaint Filed: 11/6/2012

Date of Incident: 9/4/2012

NHTSA ID Number: 10483516

Manufacturer: Ford Motor Company

Vehicle Identification Number: 1FMCU0H9XDU...

SUMMARY:

TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED
THAT THE MYTOUCH SYSTEM FAILED AND WOULD NOT ALLOW HER
TO MAKE A CALL. IN ADDITION, THE MYTOUCH SYSTEM WOULD NOT
PROPERLY RESPOND TO COMMANDS. THE VEHICLE WAS TAKEN TO
THE DEALER FOR TESTING ON SEVERAL OCCASIONS WHERE THE
DEALER ADVISED THAT THE MYTOUCH CHIP NEEDED TO BE
REPLACED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE
AND ADVISED THE CONTACT THAT SOMEONE WOULD CALL THE
CONTACT AT A LATER DATE. THE VEHICLE WAS NOT REPAIRED. THE
APPROXIMATE FAILURE MILEAGE WAS 22,083.

Date Complaint Filed: 10/31/2012

1 **Date of Incident:** 6/15/2011
2 **NHTSA ID Number:** 10482741
3 **Manufacturer:** Ford Motor Company
4 **Vehicle Identification Number:** 2FMDK4KC9BB...

5 **SUMMARY:**

6 TL* THE CONTACT OWNS A 2011 FORD EDGE. THE CONTACT STATED
7 THAT WHILE PARKED THE CONTACT NOTICED THE SYNC
8 TECHNOLOGY ON THE TOUCH SCREEN WAS NOT FUNCTIONING
9 PROPERLY AFFECTING THE AIR CONDITIONER, RADIO, CELL PHONE
10 SYNC, AND NAVIGATION SYSTEM. THE CONTACT STATED HE WAS
11 CONSTANTLY DISTRACTED AND LOOKING AWAY FROM THE ROAD TO
12 CANCEL OR SWITCH FUNCTIONS ON THE SCREEN. THE VEHICLE WAS
13 TAKEN TO THE DEALER FOR DIAGNOSTIC TESTING FOURTEEN
14 DIFFERENT TIMES. THE TECHNICIAN PERFORMED VARIOUS SOFTWARE
15 UPDATES AND REPLACED THE COMPUTER THREE DIFFERENT TIMES
16 BUT THE FAILURE CONTINUED. THE VEHICLE WAS NOT REPAIRED. THE
17 APPROXIMATE FAILURE MILEAGE WAS 200.

18 **Date Complaint Filed:** 9/25/2012
19 **Date of Incident:** 7/25/2012
20 **NHTSA ID Number:** 10477022
21 **Manufacturer:** Ford Motor Company
22 **Vehicle Identification Number:** 1FMCU0H93DU...

23 **SUMMARY:**

24 NUMEROUS FAULTS WITH RADIO AND NAVIGATION SYSTEM PART OF
25 MYFORDTOUCH SYSTEM. THE RADIO WILL COME ON BY ITSELF AND
26 WILL NOT SHUT OFF. THIS USUALLY OCCURS WHEN A CELL PHONE IS
27 IN USE AND CONNECTS OR DISCONNECTS VIA BLUETOOTH WHEN THE
28 CAR IS STARTED OR TURNED OFF. WHEN THIS FAULT OCCURS THE
RADIO WILL NOT ALLOW DIFFERENT STATIONS TO BE SELECTED. THE
RADIO WILL NOT TURN OFF EVEN AFTER THE ENGINE IS TURNED OFF
AND THE DOORS ARE OPENED. THE POWER BUTTON FOR THE RADIO
WILL NOT FUNCTION TO SHUT OFF THE RADIO AT THESE TIMES. THE
RADIO WILL REMAIN ON FOR APPROXIMATELY 20 MINUTES AFTER
THE VEHICLE IS SHUT OFF AND THE ALARM IS TURNED ON. THE
DEALER HAS ACKNOWLEDGED THIS PROBLEM EXISTS WITH SIMILAR
VEHICLES AND HAS STATED THAT A REPAIR DOES NOT EXIST. THE
NAVIGATION SYSTEM IS SLOW TO RESPOND AND AT TIMES CANNOT
PROPERLY LOCATE THE VEHICLE. THE NAVIGATION SYSTEM ALSO
HAS FAULTED BY NOT ALLOWING MANUAL ENTRY OF ADDRESSES OR
SELECTION OF SAVED DESTINATIONS. THE DEALER HAS
ACKNOWLEDGED A REPAIR FOR THIS DOES NOT EXIST OTHER THAN
TO DISCONNECT THE BATTERY TERMINALS FOR AT LEAST 10
MINUTES. *TR

29 **Date Complaint Filed:** 8/9/2012
30 **Date of Incident:** 8/26/2011
31 **NHTSA ID Number:** 10469990
32 **Manufacturer:** Ford Motor Company
33 **Vehicle Identification Number:** 1FMHK7D81BG...

34 **SUMMARY:**

35 FORD "MYFORDTOUCH" SYSTEM HAS FAILED ON NUMEROUS
36 OCCASIONS. IT HAS FROZEN, LOCKED UP, AND CONTINUOUSLY
37 REBOOTED. WHEN THIS OCCURS, YOU LOSE ALL FUNCTIONALITY AND
38 ABILITY TO CHANGE RADIO STATIONS, ADJUST CLIMATE CONTROL,

1 USE NAVIGATION, HANDS FREE FUNCTIONS, ETC. WHILE THERE IS
2 SOME MANUAL CONTROLS FOR BASIC OPERATIONS, IT DOES NOT
3 ALLOW FULL CONTROL OF TALL SYSTEMS. FOR INSTANCE, WHEN THE
4 MFT SYSTEM FAILS, YOU HAVE NO ABILITY TO TURN ON OR ADJUST
5 THE REAR CLIMATE CONTROLS FOR REAR PASSENGERS. DEALER HAS
6 TRIED UPGRADING SOFTWARE, RESETTNG SOFTWARE, REINSTALLING
7 SOFTWARE, AND REPLACING HARDWARE. WHILE THE PROBLEM IS
8 NOT AS BAD AS IT HAS BEEN, IT CONTINUES WITH NO RESOLVE. *TR

9 **Date Complaint Filed:** 6/1/2011

10 **Date of Incident:** 4/5/2011

11 **NHTSA ID Number:** 10404872

12 **Manufacturer:** Ford Motor Company

13 **Vehicle Identification Number:** 2LMDJ6JK5BB...

14 **SUMMARY:**

15 WHEN DRIVING DOWN THE HIGHWAY, THE SYNC SCREEN GOES
16 COMPLETELY BLANK. AT THIS POINT I HAVE NO ACCESS TO HEAT, A/C,
17 DEFROSTER, RADIO, OR BACKUP CAMERA. ON OCCASION THE SCREEN
18 HAS BEEN BLANK FOR UP TO ONE HUNDRED MILES. I DON'T WORRY
19 ABOUT THE DEFROSTER IN THE SUMMER BUT IN THE WINTER THIS IS A
20 DEFINITE SAFETY CONCERN. NOT HAVING THE BACKUP CAMERA IS
21 RISKY FOR THERE MAY BE SMALL CHILDREN BEHIND THE VEHICLE.
22 I'VE BEEN IN CONTACT WITH FORD MOTOR COMPANY. THEY TELL ME
23 THERE ENGINEERING DEPARTMENT IS WORKING ON A FIX BUT THERE
24 IS NO ETA NOR DO THEY HAVE ANY IDEA WHEN OR IF THEY CAN FIX
25 IT. THE CONSUMER WANTED TO INCLUDE THE FILE NUMBER
26 ASSIGNED TO HER BY FORD MOTOR COMPANY. COMPLAINT #
27 441951441

28 **Date Complaint Filed:** 12/15/2010

Date of Incident: 12/10/2010

NHTSA ID Number: 10370847

Manufacturer: Ford Motor Company

Vehicle Identification Number: 2FMDK3JC0BB...

SUMMARY:

SYNC/MY TOUCH CONSOLE ON 2011 FORD EDGE LOCKS UP OR GOES
DEAD. THERE IS NO WAY TO ACTIVATE THE WINDSHIELD DEFROST
WITHOUT THE TOUCH SCREEN. DEALERSHIP SERVICE DEPARTMENT
HAS BEEN UNABLE TO UNLOCK SCREENS. THIS PROBLEM HAS BEEN
WIDELY REPORTED ON OWNERS WEBSITE FOR THE 2011 EDGES, BUT
FORD DOES NOT SEEM TO HAVE A FIX FOR IT. IT IS WINTER AND I
NEED TO RUN DEFROST. *TR

Date Complaint Filed: 11/15/2010

Date of Incident: 10/20/2010

NHTSA ID Number: 10365783

Manufacturer: Ford Motor Company

Vehicle Identification Number: 2FMDK4KC9BB...

SUMMARY:

THIS IS A PREEMPTIVE COMPLAINT, AS I THANKFULLY HAVE NOT HAD
AN ACCIDENT YET. THE MYFORDTOUCH SYSTEM IN ALL 2011 FORD
MOTOR CO VEHICLES ARE DEFECTIVE. THE SYSTEM HAS A
MULTITUDE OF DEFECTS, BUT THE SAFETY RELATED DEFECT IS THAT
THE SYSTEM CAN SPONTANEOUSLY REBOOT AT ANY TIME WITH NO
WARNING TO THE DRIVER. THIS CAN HAPPEN AT RANDOM, AND

1 MULTIPLE TIMES WITHIN A SHORT PERIOD OF TIME. WHEN BACKING
2 UP THIS SHUTS DOWN THE BACKUP CAMERA WHICH COULD RESULT
3 IN INJURIES TO CHILDREN WHO GET BEHIND THE VEHICLE. AT NIGHT
4 THIS CAUSES THE SCREEN TO SUDDENLY GO FULL WHITE AT FULL
5 BACKLIGHT, WHICH IS EXTREMELY DISTRACTING TO A DRIVER AT
6 NIGHT. ANOTHER SAFETY ISSUE WOULD BE WHEN THE SYSTEM
7 REBOOTS WHEN THE DRIVE IS BEING GUIDED TO AN EMERGENCY
8 FACILITY OR IS ON THE PHONE WITH 911. FORD ACKNOWLEDGED THE
9 PROBLEMS TO DEALERSHIPS ON OCT 20TH AND INFORMED THEM NOT
10 TO DO ANYTHING AT THIS TIME. MANY CUSTOMERS HAVE BEEN
11 REPORTING THESE PROBLEMS ON THE OWNER2OWNER WEBSITE FOR
12 THE FORD SYNC SYSTEM. I AM SUBMITTING THIS COMPLAINT IN
13 HOPES IT CAN BE DEALT WITH BEFORE SOMEONE GETS HURT RATHER
14 THAN AFTER. THANK YOU *TR

8 **Date Complaint Filed:** 10/28/2010

9 **Date of Incident:** 9/27/2010

10 **NHTSA ID Number:** 10362842

11 **Manufacturer:** Ford Motor Company

12 **Vehicle Identification Number:** 2LMDJ8JK8BB...

13 **SUMMARY:**

14 THE SIRIUS TRAVEL LINK (THRU MYLINCOLN TOUCH) DOES NOT
15 WORK AND HAS NOT WORKED FROM DAY 1 OF PICKING UP THE SUV
16 ON 9/27/10. AT FIRST LINCOLN WOULD NOT ADMIT ANY ISSUES BUT
17 NOW THEY FINALLY DO BUT DO NOT SAY WHEN A FIX WILL BE
18 AVAILABLE. I SHOULD HAVE BEEN TOLD THAT OPTION WAS NOT
19 WORKING BEFORE THEY HAD ME SIGN A LEASE FOR THE CAR. ALOT
20 OF US ARE PAYING FOR SOMETHING THAT DOES NOT WORK AND DO
21 NOT KNOW IF IT EVER WILL. *TR

16 **F. Fallout From the MyFord Touch Problems**

17 54. After many years of steady improvement in its reputation for quality, as
18 a direct result of the problems associated with MyFord Touch, Ford's standing
19 among consumers and consumer reporting organizations plummeted following the
20 launch of the system. For example, J.D. Power & Associates "Initial Quality Study"
21 examines vehicles during the first 90 days of ownership.¹⁵ In 2010, the last year
22 before rolling out the MyFord Touch system, Ford placed fifth on J.D. Power &
23 Associates' Initial Quality Study.¹⁶ In 2011, after the rollout, Ford plummeted to
24

25
26 ¹⁵ <http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw>.

27 ¹⁶ <http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw>.

1 23rd place in the same survey.¹⁷ In 2010, Lincoln was ranked eighth in the same
2 survey.¹⁸ In 2011, it plummeted to 17th place.¹⁹

3 55. A J.D. Power & Associates Vice President stated that the primary driver
4 in Ford's descent was the MyFord Touch system.²⁰

5 56. So rampant are the problems, Consumer Reports recommends that *no*
6 consumer purchase Ford vehicles that are equipped with MyFord Touch.²¹

7 57. Ford marketed, distributed, and sold the Class Vehicles with the
8 MyFord Touch in the State of California, as well as nationwide.

9 58. Ford knew or, at a minimum, should have known at the time it began to
10 advertise and sell and/or lease the Class Vehicles that MyFord Touch contained
11 serious latent design, manufacturing, and/or assembly defects that cause the MyFord
12 Touch system to persistently malfunction.

13 59. Plaintiff believes that due to these defects, the MyFord Touch is
14 defective and is not fit for its intended purposes.

15 60. The defect has or will cost Plaintiff and the other Class members money
16 in repair costs and has resulted in extended periods of time when Plaintiff and the
17 other Class members are without their vehicles, or are deprived of the full use of
18 their vehicles.

19 61. The defect has diminished the value of the Class vehicles. The Class
20 Vehicles were worth less than Plaintiff and the other Class members paid for them.

22 ¹⁷ [http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)
23 [ford-plummeting-in-j-d-power-quality-survey/?hpw.](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)

24 ¹⁸ [http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)
25 [ford-plummeting-in-j-d-power-quality-survey/?hpw.](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)

26 ¹⁹ [http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)
27 [ford-plummeting-in-j-d-power-quality-survey/?hpw.](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)

28 ²⁰ [http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)
[ford-plummeting-in-j-d-power-quality-survey/?hpw.](http://wheels.blogs.nytimes.com/2011/06/23/aggravating-myford-touch-sends-ford-plummeting-in-j-d-power-quality-survey/?hpw)

²¹ http://en.wikipedia.org/wiki/MyFord_Touch#cite_note-16

1 A vehicle containing the defects described herein is worth less than a vehicle free of
2 such defects.

3 VI. CLASS ALLEGATIONS

4 62. Plaintiff brings this action on behalf of itself and as a class action,
5 pursuant to the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of
6 Civil Procedure on behalf of the following classes:

7 All persons or entities in the United States who are current or former
8 owners and/or lessees of a Class Vehicle (the “Nationwide Class”).

9
10 All persons or entities who purchased or leased a Class Vehicle in the
11 State of California (the “California Class”).

12 (collectively, the “Class,” unless otherwise noted).

13 63. Excluded from the Class are individuals who have personal injury
14 claims resulting from the defect in the MyFord Touch system. Also excluded from
15 the Class are Ford and its subsidiaries and affiliates; all persons who make a timely
16 election to be excluded from the Class; governmental entities; and the judge to whom
17 this case is assigned and his/her immediate family. Plaintiff reserves the right to
18 revise the Class definition based upon information learned through discovery.

19 64. Certification of Plaintiff’s claims for class-wide treatment is appropriate
20 because Plaintiff can prove the elements of his claims on a class-wide basis using the
21 same evidence as would be used to prove those elements in individual actions
22 alleging the same claim.

23 65. This action has been brought and may be properly maintained on behalf
24 of each of the Classes proposed herein under Federal Rule of Civil Procedure 23.

25 66. **Numerosity. Federal Rule of Civil Procedure 23(a)(1):** The
26 members of the Nationwide and California Classes are so numerous and
27 geographically dispersed that individual joinder of all Class members is
28

1 impracticable. While Plaintiff is informed and believes that there are not less than
2 tens of thousands of members of the Nationwide and California Classes, the precise
3 number of Nationwide and California Class members is unknown to Plaintiff, but
4 may be ascertained from Ford's books and records. Nationwide and California Class
5 members may be notified of the pendency of this action by recognized, Court-
6 approved notice dissemination methods, which may include U.S. mail, electronic
7 mail, Internet postings, and/or published notice.

8 **67. Commonality and Predominance: – Federal Rule of Civil Procedure**
9 **23(a)(2) and 23(b)(3)**: This action involves common questions of law and fact,
10 which predominate over any questions affecting individual Nationwide and
11 California Class members, including, without limitation:

- 12 a) Whether Ford engaged in the conduct alleged herein;
 - 13 b) Whether Ford designed, advertised, marketed, distributed, leased, sold,
14 or otherwise placed Class Vehicles into the stream of commerce in the
15 United States;
 - 16 c) Whether the MyFord Touch system in the Class Vehicles contains a
17 defect;
 - 18 d) Whether such defect causes the MyFord Touch system in the Class
19 Vehicles to malfunction;
 - 20 e) Whether Ford knew about the defects, and, if so, how long Ford has
21 known of the Defect;
 - 22 f) Whether Ford designed, manufactured, marketed, and distributed Class
23 Vehicles with a defective MyFord Touch system;
 - 24 g) Whether Ford's conduct violates consumer protection statutes, warranty
25 laws, and other laws as asserted herein;
- 26
27
28

- 1 h) Whether Ford knew or should have known that the defects that existed
2 with regard to the MyFord Touch system would lead to the
3 malfunctions experienced with respect to the Class Vehicles;
- 4 i) Whether Ford knew or reasonably should have known of the MyFord
5 Touch defects in the Class Vehicles before it sold or leased them to
6 Class Members;
- 7 j) Whether Plaintiff and the other Class members overpaid for their Class
8 Vehicles as a result of the defects alleged herein;
- 9 k) Whether Plaintiff and the other Class members are entitled to equitable
10 relief, including, but not limited to, restitution or injunctive relief; and
- 11 l) Whether Plaintiff and the other Class members are entitled to damages
12 and other monetary relief and, if so, in what amount.

13 68. **Typicality: Federal Rule of Civil Procedure 23(a)(3)**: Plaintiff's
14 claims are typical of the other Nationwide and California Class members' claims
15 because, among other things, all Nationwide and California Class members were
16 comparably injured through Ford's wrongful conduct as described above.

17 69. **Adequacy: Federal Rule of Civil Procedure 23(a)(4)**: Plaintiff is an
18 adequate Class representative because its interests do not conflict with the interests
19 of the other members of the Nationwide and California Classes it seeks to represent;
20 Plaintiff has retained counsel competent and experienced in complex class action
21 litigation; and Plaintiff intends to prosecute this action vigorously. The Classes'
22 interests will be fairly and adequately protected by Plaintiff and its counsel.

23 70. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure**
24 **23(b)(2)**: Ford has acted or refused to act on grounds generally applicable to
25 Plaintiff and the other members of the Class, thereby making appropriate final
26 injunctive relief and declaratory relief, as described below, with respect to the
27 Nationwide and California Class members as a whole.

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

15 **VII. CLAIMS FOR RELIEF**

16 **A. Claims Brought on Behalf of the Nationwide Class**

17 **COUNT I**

18 **(VIOLATION OF MAGNUSON-MOSS WARRANTY ACT)**

19 72. Plaintiff incorporates by reference all allegations of Paragraphs 1-71 as
20 though fully set forth herein.

21 73. Plaintiff brings this Count on behalf of the Nationwide Class.

22 74. Plaintiff is a “consumer” within the meaning of the Magnuson-Moss
23 Warranty Act, 15 U.S.C. § 2301(3).

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

26 76. The Class Vehicles are “consumer products” within the meaning of the
27 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).
28

1 77. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer
2 who is damaged by the failure of a warrantor to comply with a written or implied
3 warranty.

4 78. Ford's express warranties are written warranties within the meaning of
5 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles'
6 implied warranties are covered under 15 U.S.C. § 2301(7).

7 79. Ford breached these warranties as described in more detail above.
8 Without limitation, the Class Vehicles are equipped with the MyFord Touch system,
9 a defective interactive electronic unit within the Class Vehicles. The Class Vehicles
10 share a common design defect in that the MyFord Touch System fails to operate as
11 represented by Ford.

12 80. Plaintiff and the other Nationwide Class members have had sufficient
13 direct dealings with either Ford or its agents (dealerships and technical support) to
14 establish privity of contract between Ford, on one hand, and Plaintiff and each of the
15 other Nationwide Class members on the other hand. Nonetheless, privity is not
16 required here because Plaintiff and each of the other Nationwide Class members are
17 intended third-party beneficiaries of contracts between Ford and its dealers, and
18 specifically, of Ford's implied warranties. The dealers were not intended to be the
19 ultimate consumers of the Class Vehicles and have no rights under the warranty
20 agreements provided with the Class Vehicles; the warranty agreements were
21 designed for and intended to benefit the consumers only.

22 81. Affording Ford a reasonable opportunity to cure its breach of written
23 warranties would be unnecessary and futile here. Indeed, Plaintiff has already done
24 so, and Ford has failed, after numerous attempts, to cure the defects. At the time of
25 sale or lease of each Class Vehicle, Ford knew, should have known, or was reckless
26 in not knowing of its misrepresentations and omissions concerning the Class
27 Vehicles' inability to perform as warranted, but nonetheless failed to rectify the
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1 situation and/or disclose the defective design. Under the circumstances, the remedies
2 available under any informal settlement procedure would be inadequate and any
3 requirement that Plaintiff resorts to an informal dispute resolution procedure and/or
4 afford Ford a reasonable opportunity to cure its breach of warranties is excused and
5 thereby deemed satisfied.

6 82. Plaintiff and the other Nationwide Class members would suffer
7 economic hardship if they returned their Class Vehicles but did not receive the return
8 of all payments made by them. Because Ford is refusing to acknowledge any
9 revocation of acceptance and return immediately any payments made, Plaintiff and
10 the other Nationwide Class members have not re-accepted their Class Vehicles by
11 retaining them.

12 83. The amount in controversy of Plaintiff's individual claims meets or
13 exceeds the sum of \$25. The amount in controversy of this action exceeds the sum
14 of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be
15 determined in this lawsuit.

16 84. Plaintiff, individually and on behalf of the other Nationwide Class
17 members, seeks all damages permitted by law, including diminution in value of the
18 Class Vehicles, in an amount to be proven at trial.

19 **COUNT II**

20 **(BREACH OF EXPRESS WARRANTY)**

21 85. Plaintiff incorporates by reference all allegations of Paragraphs 1-71 as
22 though fully set forth herein.

23 86. Plaintiff brings this Count on behalf of the Nationwide Class.

24 87. Ford expressly warranted that the Class Vehicles, together with the
25 MyFord Touch systems installed therein, were of high quality and, at a minimum,
26 would work properly and as intended. Ford also expressly warranted that it would
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28

1 repair and/or replace defects in material and/or workmanship free of charge that
2 occurred during the applicable warranty periods.

3 88. Ford breached this warranty by selling to Plaintiff and the other
4 Nationwide Class members the Class Vehicles with known defective MyFord Touch
5 Systems. As alleged hereinabove, the defective MyFord Touch Systems fail to
6 function properly as a result of an inherent design and/or manufacturing defect. By
7 failing to properly repair and/or replace the defective MyFord Touch Systems when
8 Plaintiff and the other Nationwide Class members presented their vehicles to
9 authorized Ford dealers, Ford also breached this warranty.

10 89. As a result of Ford's conduct, Plaintiff and the other Nationwide Class
11 members have suffered economic damages including, without limitation, costly
12 repairs, loss of vehicle and use of MyFord Touch, substantial loss in value and resale
13 value of the vehicles, and other related damage.

14 90. Plaintiff and the other Nationwide Class members have complied with
15 all obligations under the warranty, or otherwise have been excused from
16 performance of said obligations as a result of Ford's conduct described hereinabove.

17 **COUNT III**

18 **(BREACH OF IMPLIED WARRANTY OF FITNESS 19 FOR A PARTICULAR PURPOSE)**

20 91. Plaintiff incorporates by reference all allegations of Paragraphs 1-71 as
21 though fully set forth herein.

22 92. Plaintiff brings this Count on behalf of the Nationwide Class.

23 93. At the time of contracting, Ford had reason to know of the Plaintiff's
24 and other Nationwide Class members' particular purpose for purchasing or leasing a
25 Class Vehicle with a MyFord Touch system. That particular purpose includes use of
26 the MyFord Touch system to provide navigational direction, entertainment functions,
27 hands-free telephone use, and the ability to call 9-1-1 in emergencies.

1 94. Plaintiff and the other Nationwide Class members relied on Ford's skill
2 and/or judgment to select or furnish suitable goods, thereby creating an implied
3 warranty that the goods would be fit for such purpose.

4 95. The MyFord Touch system was not fit for these purposes, as alleged
5 hereinabove. Thus, Plaintiff and the other Nationwide Class members were injured
6 by Ford's conduct in breaching the implied warranty.

7 **COUNT IV**

8 **(BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY)**

9 96. Plaintiff incorporates by reference all allegations of Paragraphs 1-71 as
10 though fully set forth herein.

11 97. Plaintiff brings this Count on behalf of the Nationwide Class.

12 98. Ford is and was at all relevant times a merchant with respect to MyFord
13 Touch-equipped motor vehicles.

14 99. The Class Vehicles, when sold and at all times thereafter, were not in
15 merchantable condition and are not fit for the ordinary purpose for which MyFord
16 Touch equipped motor vehicles are used. Specifically, the Class Vehicles are
17 equipped with a defective MyFord Touch unit, precluding use of the unit's various
18 functions, including provision of navigational direction, entertainment functions,
19 hands-free telephone use, and the ability to call 9-1-1 in emergencies. The Class
20 Vehicles share a common design defect in that the MyFord Touch systems fails to
21 operate as represented by Ford.

22 100. Ford was provided notice of these issues and defects through numerous
23 complaints filed against it, as well as internal knowledge derived from testing and
24 internal analyses.

25 101. Plaintiff and the other Nationwide Class members have had sufficient
26 dealings with either Ford or its agents (dealerships, technical support) to establish
27 privity of contract between Ford, on one hand, and Plaintiff and each of the other
28

1 Nationwide Class members on the other hand. Nonetheless, privity is not required
2 here because Plaintiff and each of the other Nationwide Class members are intended
3 third-party beneficiaries of contracts between Ford and its dealers and, specifically,
4 of Ford's implied warranties. The dealers were not intended to be the ultimate
5 consumers of the Class Vehicles and have no rights under the warranty agreements
6 provided with the Class Vehicles; the warranty agreements were designed for and
7 intended to benefit the consumers only.

8 102. As a direct and proximate result of Ford's breach of the warranty of
9 merchantability, Plaintiff and the other Nationwide Class members have been
10 damaged in an amount to be proven at trial.

11 **B. Claims Brought on Behalf of the California Class**

12 **COUNT V**

13 **(VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW)**

14 103. Plaintiff incorporates by reference all allegations of Paragraphs 1-71 as
15 though fully set forth herein.

16 104. Plaintiff brings this Count on behalf of the California Class.

17 105. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code
18 §§ 17200, *et seq.*, proscribes acts of unfair competition, including "any unlawful,
19 unfair or fraudulent business act or practice and unfair, deceptive, untrue or
20 misleading advertising."

21 106. Ford's conduct, as described hereinabove, was and is in violation of the
22 UCL. Ford's conduct violates the UCL in at least the following ways:

23 i. By knowingly and intentionally concealing from Plaintiff and the
24 other California Class members that the Class Vehicles suffer from a design
25 defect;

26 ii. By marketing Class Vehicles as possessing functional and defect-
27 free infotainment units;

- 1 iii. By misrepresenting the nature of the defect as a “compatibility
2 issue” rather than an inherent problem with the MyFord Touch System design;
3 iv. By refusing or otherwise failing to repair and/or replace defective
4 MyFord Touch systems in Class Vehicles;
5 v. By violating federal laws, including the Magnuson-Moss
6 Warranty Act, 15 U.S.C. § 2301; and
7 vi. By violating other California laws, including Cal. Civ. Code §§
8 1709, 1710, and 1750, *et seq.*, and Cal. Comm. Code § 2313.

9 107. As a result of Ford’s misrepresentations and omissions alleged herein,
10 Plaintiff and the other California Class members overpaid for their Class Vehicles
11 because the value of the MyFord Touch system was illusory.

12 108. Ford’s misrepresentations and omissions alleged herein caused Plaintiff
13 and the other California Class members to make their purchases or leases of their
14 Class Vehicles. Absent those misrepresentations and omissions, Plaintiff and the
15 other California Class members would not have purchased or leased these Vehicles,
16 would not have purchased or leased these Vehicles at the prices they paid, and/or
17 would have purchased or leased less expensive alternative vehicles that did not
18 contain an infotainment system comparable to the MyFord Touch system and which
19 were not marketed as including such a system.

20 109. Accordingly, Plaintiff and the other California Class members have lost
21 money or property as a result of Ford’s misrepresentations and omissions, in an
22 amount to be determined at trial.

23 110. Plaintiff seeks to enjoin further unlawful, unfair, and/or fraudulent acts
24 or practices by Ford under Cal. Bus. & Prof. Code § 17200.
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1 **COUNT VI**

2 **(VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT)**

3 111. Plaintiff incorporates by reference all allegations of Paragraphs 1-71 as
4 though fully set forth herein.

5 112. Plaintiff brings this Count on behalf of the California Class.

6 113. California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code
7 §§ 1750, *et seq.*, proscribes “unfair methods of competition and unfair or deceptive
8 acts or practices undertaken by any person in a transaction intended to result or
9 which results in the sale or lease of goods or services to any consumer.”

10 114. The Class Vehicles are “goods” as defined in CAL. CIV. CODE
11 § 1761(a).

12 115. Plaintiff and the other California class members are “consumers” as
13 defined in CAL. CIV. CODE § 1761(d), and Plaintiff, the other California class
14 members, and Defendant are “persons” as defined in CAL. CIV. CODE § 1761(c).

15 116. In purchasing or leasing the Class Vehicles, Plaintiff and the other
16 California Class members were deceived by Ford’s failure to disclose that the Class
17 Vehicles were equipped with defective MyFord Touch systems.

18 117. Ford’s conduct, as described hereinabove, was and is in violation of the
19 CLRA. Ford’s conduct violates at least the following enumerated CLRA provisions:

- 20 i. CAL. CIV. CODE § 1770(a)(5): Representing that goods have
21 characteristics, uses, and benefits which they do not have;
- 22 ii. CAL. CIV. CODE § 1770(a)(7): Representing that goods are of a
23 particular standard, quality, or grade, if they are of another;
- 24 iii. CAL. CIV. CODE § 1770(a)(9): Advertising goods with intent not
25 to sell them as advertised; and
- 26 iv. Cal. Civ. Code § 1770(a)(16): Representing that goods have been
27 supplied in accordance with a previous representation when they have not.
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1 118. Plaintiff and the other California Class members have suffered injury in
2 fact and actual damages resulting from Ford's material omissions and
3 misrepresentations because they paid an inflated purchase or lease price for the Class
4 Vehicles.

5 119. Ford knew, should have known, or was reckless in not knowing of the
6 defective design and/or manufacture of the MyFord Touch systems, and that the
7 MyFord Touch systems were not suitable for their intended use.

8 120. The facts concealed and omitted by Ford to Plaintiff and the other
9 California Class members are material in that a reasonable consumer would have
10 considered them to be important in deciding whether to purchase or lease the Class
11 Vehicles or pay a lower price. Had Plaintiff and the California Class known about
12 the defective nature of the Class Vehicles and their MyFord Touch Systems, they
13 would not have purchased or leased the Class Vehicles or would not have paid the
14 prices they paid in fact.

15 121. Plaintiff's and the other California Class members' injuries were
16 proximately caused by Ford's fraudulent and deceptive business practices.

17 122. Therefore, Plaintiff and the other California Class members are entitled
18 to equitable relief under the CLRA.

19 123. Plaintiff has provided Ford with notice of its violations of the CLRA
20 pursuant to Cal. Civ. Code § 1782(a). The notice was transmitted to Ford on July 15,
21 2013, and is attached to this Complaint as Appendix A.

22 124. Notwithstanding any allegation in this Complaint, Plaintiff does not
23 seek monetary damages under the CLRA at this time, but will amend this Complaint
24 to seek monetary, compensatory, and punitive damages under the CLRA, in addition
25 to the injunctive and other equitable relief presently sought, in accordance with Cal.
26 Civ. Code § 1782.

1 **VIII. REQUEST FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of the other members of
3 the Nationwide and California Classes, as proposed in this Consolidated Complaint,
4 respectfully requests that the Court enter judgment in its favor and against
5 Defendant, Ford Motor Company, as follows:

6 A. Declaring that this action is a proper class action, certifying the
7 Nationwide and California Classes as requested herein, designating Plaintiff as
8 Nationwide and California Class Representative, and appointing Plaintiff’s attorneys
9 as Class Counsel;

10 B. Enjoining Defendant from continuing the unfair business practices
11 alleged in this Complaint and requiring Defendant to institute a recall or free
12 replacement program;

13 C. Ordering Defendant to pay actual damages (including punitive
14 damages) to Plaintiff and the other Nationwide and California Class members, as
15 allowable by law;

16 D. Ordering Defendant to pay both pre- and post-judgment interest on any
17 amounts awarded;

18 E. Ordering Defendant to pay attorney fees and costs of suit; and

19 F. Ordering such other and further relief as may be just and proper.

20 **IX. JURY TRIAL DEMAND**

21 Plaintiff, by counsel, requests a trial by jury on its legal claims, as set forth
22 herein.

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1 Dated: July 15, 2013

HAGENS BERMAN SOBOL SHAPIRO LLP

2
3 By: 
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*Counsel for Plaintiff The Center for Defensive
Driving*

Appendix A



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July 15, 2013

**VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

David G. Leitch, Esq.
Group Vice President and General Counsel
Ford Motor Company
One American Road
Dearborn, Michigan 48126

Re: *The Center for Defensive Driving, et al. v. Ford Motor Co.*

Dear Mr. Leitch:

Our law firm represents The Center for Defensive Driving (“Plaintiff”) and all others similarly situated (the “Class”) in an action against Ford Motor Company (“Ford”) arising out of alleged misrepresentations, breaches of warranty, and violations of consumer protection statutes with regard to all Ford, Lincoln, and Mercury vehicles equipped with the MyFordTouch, MyLincolnTouch, or MyMercuryTouch infotainment units (the “MyFordTouch Systems”).

Plaintiff and the other members of the proposed Class purchased Ford, Lincoln, or Mercury vehicles equipped with MyFordTouch Systems, unaware that the MyFordTouch Systems fail to function as intended and as Ford represents. Specifically, the MyFordTouch Systems contain an inherent defect that renders them incapable of functioning as intended and as represented by Ford, leading the MyFordTouch Systems to fail to connect with peripheral devices (including, without limitation, MP3 players and smartphones) and to fail to provide navigational direction, entertainment functions, hands-free telephone use, and the ability to call 911 in emergencies. At the time of purchase, consumers have no way of knowing that the MyFordTouch Systems are defective. The full claims, including the facts and circumstances surrounding these claims, are detailed in the enclosed Class Action Complaint (“Complaint”). We intend to amend the Complaint to assert a claim for damages without leave of court under the California Consumer Legal Remedies Act pursuant to Cal. Civ. Code § 1782(d) within 30 days unless Ford takes

GRANT & EISENHOFER P.A.
David G. Leitch
July 15, 2013

corrective actions, as detailed below, and tenders a reasonable offer of settlement of Plaintiff's and the other Class members' claims.

Ford's omissions and false representations to consumers about the MyFordTouch Systems were misleading, constitute unfair methods of competition, and unlawful, unfair, and fraudulent acts or practices undertaken with the intent to induce the consuming public to purchase or lease vehicles equipped with those units. Ford's misrepresentations about the MyFordTouch Systems do not assist consumers; they only mislead them.

Ford's representations violate California Civil Code § 1770(a) under, among other things, the following subdivisions:

- (5) Representing that the [MyFordTouch Systems and vehicles in which those units are installed] have characteristics, uses, and benefits which they do not have.

* * *

- (7) Representing that [the MyFordTouch Systems and vehicles in which those units are installed] are of a particular standard, quality or grade, if they are of another.

* * *

- (9) Advertising goods . . . with the intent not to sell them as advertised.

* * *

- (16) Representing that goods have been supplied in accordance with a previous representation when they have not.

California Civil Code § 1770(a)(5), (7), (9), (16).

Ford's representations and material omissions also constitute violations of California Business and Professions Code § 17200, *et seq.* Furthermore, Ford's actions constitute breaches of express warranty, the implied warranties of merchantability and fitness for a particular purpose, and violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301.

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code § 1782, we hereby demand on behalf of Plaintiff and all others similarly situated, that Ford immediately correct and rectify this violation of California Civil Code § 1770 by ceasing the misleading marketing campaign and ceasing the dissemination of the false and misleading information as described in the enclosed Complaint. In addition, Ford must offer appropriate refunds to all consumers who purchased Ford, Lincoln, or Mercury vehicles equipped with the MyFordTouch Systems, plus interest, costs, and reasonable attorneys' fees.

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David G. Leitch
July 15, 2013

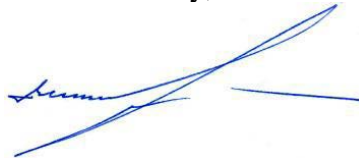
Plaintiff will, after 30 days from the date of this letter, amend the attached Complaint to include claims for Plaintiff's and the Class' actual and punitive damages (as may be appropriate as permitted by California Civil Code § 1782) available under the Consumers Legal Remedies Act if a full and adequate response to this letter is not received.

Ford must undertake all of the following actions to satisfy the requirements of California Civil Code § 1782(c):

1. Identify or make a reasonable attempt to identify those individuals and entities that purchased or leased any Ford, Lincoln, or Mercury vehicle equipped with the MyFordTouch System;
2. Notify all such purchasers and lessees so identified that upon their request, Ford will offer an appropriate remedy for its wrongful conduct, which can include a full refund of the purchase price paid for the vehicle, plus interest, costs, and reasonable attorneys' fees;
3. Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all the Ford, Lincoln, and Mercury vehicle purchasers and lessees who so request; and
4. Cease from expressly or impliedly representing to consumers that the MyFordTouch Systems are non-defective, as more fully described in the enclosed Complaint.

We await your response.

Yours sincerely,



Adam J. Levitt

Enclosure

cc: Counsel for Plaintiff (by .pdf email w/o enclosure)