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14 *Plaintiffs' Interim Co-Lead Counsel*

15 *[Additional counsel listed on signature page]*

16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **SAN FRANCISCO DIVISION**

19 IN RE
20 MYFORD TOUCH CONSUMER
21 LITIGATION.

Case No. 3:13-cv-03072-EMC

**DECLARATION OF STEVE W. BERMAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR CLASS CERTIFICATION**

Hearing Date: May 26, 2016
Time: 1:30 p.m.
Judge: Hon. Edward M. Chen
Courtroom: 5

26 **[REDACTED VERSION]**
27
28

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1 I, STEVE W. BERMAN, declare as follows:

2 1. I am an attorney duly licensed to practice before all of the courts of the State of
3 Washington, and my *pro hac vice* application was approved by this Court. I am the managing
4 partner of the law firm of Hagens Berman Sobol Shapiro LLP (“Hagens Berman”), one of the Court-
5 appointed Interim Co-Lead Counsel for Plaintiffs.

6 2. Attached hereto as Exhibits are true and correct copies of the following documents:

Exhibit No.	Description
1	Document produced by Ford in this litigation as Bates No. WLN1-4143296 (filed under seal)
2	Document produced by Ford in this litigation as Bates No. WLN2-00026702 (filed under seal)
3	Document produced by Ford in this litigation as Bates No. WLN1-4305508 (filed under seal)
4	Documents produced by Ford in this litigation as Bates Nos. WLN2-01623818 & WLN2-01623820 (filed under seal)
5	Document produced by Ford in this litigation as Bates No. WLN2-00235606 (filed under seal)
6	Document produced by Ford in this litigation as Bates No. WLN2-01317499 (filed under seal)
7	Excerpts of the transcript of the October 14, 2015 deposition of Michael R Westra (filed under seal)
8	Expert Report of Craig Rosenberg titled <i>Human Factors Evaluation of MyFord Touch</i> , dated November 30, 2015
9	Expert Report of Daniel Smith in Support of Plaintiff's Motion for Class Certification, dated November 24, 2015 (filed under seal)
10	Excerpts of the transcript of the November 17, 2015 deposition of Jeffrey Ostrowski (filed under seal)
11	Document produced by Ford in this litigation as Bates No. WLN2-02645341 (filed under seal)
12	Document produced by Ford in this litigation and marked as Deposition Exhibit 1129 at the October 15, 2015 deposition of Gary Jablonski. (filed under seal)
13	Excerpts of the transcript of the December 4, 2015 deposition of Henry Huang (filed under seal)
14	Documents produced by Ford in this litigation as Bates Nos. WLN1-4178175 & WLN1-4178186 (filed under seal)
15	Document produced by Ford in this litigation as Bates No. WLN2-00057502 (filed under seal)
16	Document produced by Ford in this litigation as Bates No. WLN2-00554429 (marked as Deposition Exhibit 1112 at the October 14, 2015 deposition of Michael Westra) (filed under seal)

Exhibit No.	Description
17	Document produced by Ford in this litigation as Bates No. WLN2-01490362 (filed under seal)
18	Document produced in this litigation as Bates No. WLN2-00552618 (filed under seal)
19	Excerpts of the transcript of the October 15, 2015 deposition of Gary Jablonski (filed under seal)
20	Excerpts of the transcript of the October 13, 2015 deposition of Jeremiah Bragg (filed under seal)
21	Excerpts of the transcript of the September 15, 2015 deposition of John Schneider (filed under seal)
22	Document produced by Ford in this litigation as Bates No. WLN2-00676700 (filed under seal)
23	Document produced by Ford in this litigation as Bates No. WLN2-00216277 (filed under seal)
24	Excerpts of a document produced by Ford in this litigation as Bates No. WLN1-3116207 (filed under seal)
25	Document produced by Ford in this litigation as Bates No. WLN2-00437398 (filed under seal)
26	Document produced by Ford in this litigation as Bates No. WLN1-4205346 (filed under seal)
27	Document produced by Ford in this litigation as Bates No. WLN2-00214540 (filed under seal)
28	Document produced by Ford in this litigation as Bates No. WLN2-02241741 (filed under seal)
29	Document produced by Ford in this litigation as Bates No. WLN2-01330272 (filed under seal)
30	Document produced by Ford in this litigation as Bates No. WLN2-01712466 (marked as Deposition Exhibit 1227 at the November 17, 2015 deposition of Jeffrey Ostrowski) (filed under seal)
31	Document produced by Ford in this litigation as Bates No. WLN1-4203599 (filed under seal)
32	Document produced by Ford in this litigation as Bates No. WLN1-4326011 (filed under seal)
33	Document produced by Ford in this litigation as Bates No. WLN2-01135983 (filed under seal)
34	Document produced by Ford in this litigation as Bates No. WLN2-01318911 (filed under seal)
35	Excerpts of the rough transcript of the January 21, 2016 deposition of Graydon Reitz (filed under seal)
36	Document produced by Ford in this litigation as Bates No. WLN2-00003888 (filed under seal)
37	Documents produced by Ford in this litigation as Bates Nos. WLN2-01478717 & WLN2-01478718 (filed under seal)
38	Document produced by Ford in this litigation as Bates No. WLN2-02995426 (filed under seal)

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39	Document produced by Ford in this litigation as Bates No. WLN2-01491497 (filed under seal)
40	Document produced by Ford in this litigation as Bates No. WLN1-3242440 (filed under seal)
41	Document produced by Ford in this litigation as Bates No. WLN2-00039876 (filed under seal)
42	Document produced by Ford in this litigation as Bates No. WLN2-00565348 (filed under seal)
43	Documents produced by Ford in this litigation as Bates Nos. WLN2-00039569 & WLN2-00039573 (filed under seal)
44	Document produced by Ford in this litigation as Bates No. WLN2-00437450 (filed under seal)
45	Excerpts of the transcript of the September 4, 2015 deposition of Kenneth Williams (filed under seal)
46	Document produced by Ford in this litigation as Bates No. WLN2-02680058 (filed under seal)
47	Excerpts of a document produced by Ford in this litigation as Bates No. WLN2-01368188 (filed under seal)
48	Documents produced by Ford in this litigation as Bates Nos. WLN1-3212220 & WLN1-3212221 (filed under seal)
49	Document produced by Ford in this litigation as Bates No. WLN2-00062180 (filed under seal)
50	Documents produced by Ford in this litigation as Bates Nos. WLN2-00091750 & WLN2-00091751 (filed under seal)
51	Excerpts of a document produced by Ford in this litigation as Bates No. WLN1-1920675 (filed under seal)
52	Excerpts of a document produced by Ford in this litigation as Bates No. WLN1-1930413 (filed under seal)
53	Document produced by Ford in this litigation as Bates No. WLN2-01072255 (filed under seal)
54	Document produced by Ford in this litigation as Bates No. WLN2-01073802 (filed under seal)
55	Document produced by Ford in this litigation as Bates No. WLN2-01078425 (filed under seal)
56	Document produced by Ford in this litigation as Bates No. WLN2-01078555 (filed under seal)
57	Document produced by Ford in this litigation as Bates No. WLN2-01092971 (filed under seal)
58	Document produced by Ford in this litigation as Bates No. WLN1-4303121 (filed under seal)
59	Document produced by Ford in this litigation as Bates No. WLN1-0326957 (filed under seal)
60	Document produced by Ford in this litigation as Bates No. WLN1-0464188 (filed under seal)

Exhibit No.	Description
61	Document produced by Ford in this litigation as Bates No. WLN1-0467064 (filed under seal)
62	Document produced by Ford in this litigation as Bates No. WLN2-01312354 (filed under seal)
63	Document produced by Ford in this litigation as Bates No. WLN1-4195149 (filed under seal)
64	Documents produced by Ford in this litigation as Bates Nos. WLN1-0482114 & WLN1-0482117 (filed under seal)
65	Document produced by Ford in this litigation as Bates No. WLN2-01141914 (filed under seal)
66	Document produced by Ford in this litigation as Bates No. WLN1-0984342 (filed under seal)
67	Document produced by Ford in this litigation as Bates No. WLN1-1019880 (filed under seal)
68	Document produced by Ford in this litigation as Bates No. WLN2-00372324 (filed under seal)
69	Document produced by Ford in this litigation as Bates No. WLN2-00039432 (filed under seal)
70	Document produced by Ford in this litigation as Bates No. WLN1-0003060 (filed under seal)
71	Document produced by Ford in this litigation as Bates No. WLN1-0172059 (filed under seal)
72	Document produced by Ford in this litigation as Bates No. WLN2-00671611 (filed under seal)
73	Document produced by Ford in this litigation as Bates No. WLN1-4302659 (filed under seal)
74	Document produced by Ford in this litigation as Bates No. WLN1-0685342 (filed under seal)
75	Document produced in this litigation as Bates Nos. D'AGUANNO-000069-70
76	Document produced in this litigation as Bates Nos. D'AGUANNO-000536-537
77	Document produced in this litigation as Bates Nos. D'AGUANNO-000001-6
78	Document produced in this litigation as Bates Nos. D'AGUANNO-000012-13
79	Document produced in this litigation as Bates Nos. CDD-00004-10
80	Document produced in this litigation as Bates Nos. CDD-000020-26
81	Document produced in this litigation as Bates Nos. Thomas-Maskrey-000001-3
82	Document produced in this litigation as Bates Nos. Thomas-Maskrey-000005-27
83	Excerpts of the transcript of the December 18, 2014 deposition of Richard Decker Watson Jr.
84	Document produced in this litigation as Bates Nos. WHALEN-000002
85	Document produced in this litigation as Bates Nos. WHALEN-000006-8
86	Document produced in this litigation as Bates Nos. WHALEN-000026-27
87	Document produced in this litigation as Bates Nos. WHALEN-000028-32
88	Document produced in this litigation as Bates Nos. WHALEN-000041-46

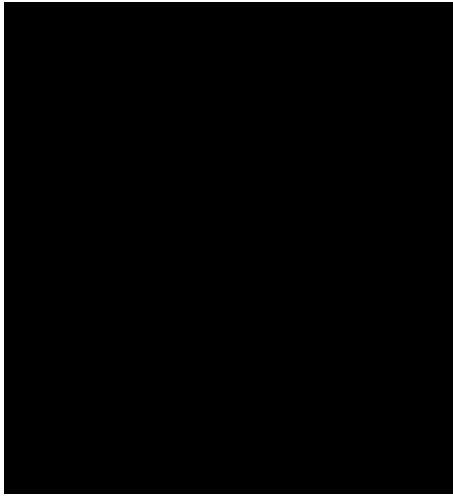
Exhibit No.	Description
89	Document produced in this litigation as Bates Nos. WHALEN-000755-756
90	Document produced in this litigation as Bates Nos. WHALEN-000034-39
91	Document produced in this litigation as Bates Nos. WHALEN-000049-51
92	Excerpts of the transcript of the May 13, 2015 deposition of James L. Sheerin Jr.
93	Excerpts of the transcript of the May 28, 2015 deposition of Thomas Mitchell
94	Document produced in this litigation as Bates No. CREED-000738
95	Document produced in this litigation as Bates Nos. CREED-000740-741
96	Document produced in this litigation as Bates No. CREED-000737
97	Excerpts of the transcript of the November 19, 2014 deposition of William Carey Creed III
98	Document produced in this litigation as Bates Nos. CREED-000762-763
99	Document produced in this litigation as Bates No. CREED-000031
100	Document produced in this litigation as Bates Nos. CREED-000747-748
101	Document produced in this litigation as Bates No. CREED-000002
102	Document produced in this litigation as Bates No. CREED-000005
103	Document produced in this litigation as Bates No. CREED-000006
104	Document produced in this litigation as Bates Nos. CREED-000752-753
105	Excerpts of the transcript of the May 2, 2015 deposition of Joshua Matlin
106	Document produced in this litigation as Bates Nos. RIZZO-000046-51
107	Document produced in this litigation as Bates Nos. RIZZO-000021-22
108	Document produced in this litigation as Bates Nos. RIZZO-00007-17
109	Document produced in this litigation as Bates No. RIZZO-000020
110	Excerpts of the transcript of the January 17, 2015 deposition of Jeffrey Miller
111	Document produced in this litigation as Bates Nos. PURCELL-000018-22
112	Document produced in this litigation as Bates Nos. PURCELL-000023-24
113	Document produced in this litigation as Bates Nos. PURCELL-000031-32
114	Excerpts of the transcript of the January 16, 2015 deposition of Nuala Purcell
115	Document produced in this litigation as Bates Nos. PURCELL-000001-3
116	Document produced in this litigation as Bates No. PURCELL-000006
117	Document produced in this litigation as Bates Nos. PURCELL-000009-11
118	Document produced in this litigation as Bates No. PURCELL-000004
119	Document produced in this litigation as Bates Nos. FINK-000007-13
120	Document produced in this litigation as Bates Nos. FINK-000014-15
121	Document produced in this litigation as Bates No. MISKELL-001809
122	Document produced in this litigation as Bates Nos. MISKELL-001892-1893
123	Document produced in this litigation as Bates No. MISKELL-001795
124	Document produced in this litigation as Bates No. ERVIN-0000001
125	Document produced in this litigation as Bates Nos. ERVIN-000014-16
126	Document produced in this litigation as Bates Nos. ERVIN-000039-40
127	Document produced in this litigation as Bates Nos. ERVIN-000150-155
128	Document produced in this litigation as Bates No. ERVIN-000068

Exhibit No.	Description
129	Document produced in this litigation as Bates Nos. ERVIN-000072-75
130	Excerpts of the transcript of the May 15, 2015 deposition of Michael A. Ervin
131	Documents produced in this litigation as Bates Nos. ERVIN-000041, ERVIN-000044, ERVIN-000047-49, ERVIN-000053, ERVIN-000056, ERVIN-000062, ERVIN-000065, ERVIN-000068, ERVIN-000072, ERVIN-000075
132	Excerpts of the transcript of the April 9, 2015 deposition of Jose Randy Rodriguez
133	Excerpts of the transcript of the March 11, 2015 deposition of Jason R. Connell
134	Document produced in this litigation as Bates Nos. MILLER-JONES-000028-30
135	Document produced in this litigation as Bates Nos. MILLER-JONES-000020-22
136	Document produced in this litigation as Bates Nos. MILLER-JONES-000001-8
137	Document produced in this litigation as Bates Nos. MILLER-JONES-000011-13
138	Document produced in this litigation as Bates Nos. WLN3 00000950-952
139	Document produced in this litigation as Bates Nos. WLN3 00000981-985
140	Excerpts of the transcript of the August 6, 2015 deposition of Leif Kirchoff
141	Documents produced by Ford in this litigation as Bates Nos. WLN2-00654955 & WLN2-00654959 (filed under seal)
142	Document produced by Ford in this litigation as Bates No. WLN2-00658900 (filed under seal)
143	Documents produced by Ford in this litigation as Bates Nos. WLN2-00181490 & WLN2-00181492 (filed under seal)
144	Document produced by Ford in this litigation as Bates No. WLN1-4132818 (filed under seal)
145	Document produced by Ford in this litigation as Bates No. WLN2-02641906 (filed under seal)
146	Document produced by Ford in this litigation as Bates No. WLN2-00215512 (filed under seal)
147	Documents produced by Ford in this litigation as Bates Nos. WLN1-0102173 & WLN1-0102174 (filed under seal)
148	Document produced by Ford in this litigation as Bates No. WLN1-4304094 (filed under seal)
149	Document produced by Ford in this litigation as Bates No. WLN1-4323495 (filed under seal)
150	Document produced by Ford in this litigation as Bates No. WLN1-0186119 (filed under seal)
151	Document produced by Ford in this litigation as Bates No. WLN2-00360857 (filed under seal)
152	Document produced by Ford in this litigation as Bates No. WLN1-4225711 (filed under seal)
153	Document produced by Ford in this litigation as Bates No. WLN2-00158902 (filed under seal)
154	Document produced by Ford in this litigation as Bates No. WLN2-00186184 (filed under seal)

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155	Document produced by Ford in this litigation as Bates No. WLN2-00158860 (filed under seal)
156	Document produced by Ford in this litigation as Bates No. WLN2-00179055 (filed under seal)
157	Document produced by Ford in this litigation as Bates No. WLN1-4144590 (filed under seal)
158	Document produced by Ford in this litigation as Bates No. WLN1-438710 (filed under seal)
159	Document produced by Ford in this litigation as Bates No. WLN1-4174260 (filed under seal)
160	Document produced by Ford in this litigation as Bates No. WLN1-4174223 (filed under seal)
161	Document produced by Ford in this litigation as Bates No. WLN2-00367506 (filed under seal)
162	Document produced by Ford in this litigation as Bates No. WLN2-00054144 (filed under seal)
163	Document produced by Ford in this litigation as Bates No. WLN1-0385555 (filed under seal)
164	Document produced by Ford in this litigation as Bates No. WLN1-4205520 (filed under seal)
165	Document produced by Ford in this litigation as Bates No. WLN1-4217793 (filed under seal)
166	Excerpts of a document produced by Ford in this litigation as Bates No. WLN1-1935219 (filed under seal)
167	Document produced by Ford in this litigation as Bates No. WLN2-01132945 (filed under seal)
168	Document produced by Ford in this litigation as Bates No. WLN2-00172798 (filed under seal)
169	Document produced by Ford in this litigation as Bates No. WLN1-4206133 (filed under seal)
170	Document produced by Ford in this litigation as Bates No. WLN1-4206868 (filed under seal)
171	Document produced by Ford in this litigation as Bates No. WLN1-0816363 (filed under seal)
172	Document produced by Ford in this litigation as Bates No. WLN1-0707879 (filed under seal)
173	Document produced by Ford in this litigation as Bates No. WLN2-00198688 (filed under seal)
174	Document produced by Ford in this litigation as Bates Nos. WLN1-4217661 & WLN1-4217662 (filed under seal)
175	Document produced by Ford in this litigation as Bates No. WLN2-00125677 (filed under seal)
176	Document produced by Ford in this litigation as Bates No. WLN2-02280296 (filed under seal)

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177	Document produced by Ford in this litigation as Bates No. WLN2-01256427 (filed under seal)
178	Document produced by Ford in this litigation as Bates No. WLN1-3284822 (filed under seal)
179	Document produced by Ford in this litigation as Bates No. WLN2-00204713 (filed under seal)
180	Excerpts of documents produced by Ford in this litigation as Bates Nos. WLN2-02694696 & WLN2-02694698 (filed under seal)
181	Excerpts of documents produced by Ford in this litigation as Bates Nos. WLN2-02694603 & WLN2-02694605 (filed under seal)
182	Documents produced by Ford in this litigation as Bates Nos. WLN1-3228237 & WLN1-3228240 (filed under seal)
183	Document produced by Ford in this litigation as Bates No. WLN2-01089372 (filed under seal)
184	Excerpts of a document produced by Ford in this litigation as Bates No. WLN1-3211988 (filed under seal)
185	Revised Expert Report of Stefan Boedeker, dated January 7, 2016
186	Expert Report of Jonathan I. Arnold, Ph.D., dated January 7, 2016 (portions filed under seal)
187	Excerpts of the transcript of the August 19, 2015 deposition of Michelle Moody (filed under seal)
188	Letter from Janet Conigliaro to Joseph Kenney dated September 15, 2015.
189	Document produced by Ford in this litigation as Bates No. WLN1-3810326 (filed under seal)
190	Documents produced by Ford in this litigation as Bates Nos. WLN1-18393 & WLN1-18394; (filed under seal)
191	Documents produced by Ford in this litigation as Bates Nos. WLN1-3241361 & WLN1-3241366 (filed under seal)
192	Documents produced by Ford in this litigation as Bates Nos. WLN2-107348 & WLN2-107349 (filed under seal)
193	Document produced by Ford in this litigation as Bates No. WLN2-1222454 (filed under seal)
194	Document produced by Ford in this litigation as Bates No. WLN2-1222456 (filed under seal)
195	Document produced by Ford in this litigation as Bates No. WLN2-1222457 (filed under seal)
196	Ford's Limited Warranty, submitted by Ford as Exhibit A to the Declaration of Randall W. Edwards in Support of Ford's Request for Judicial Notice. <i>See</i> Dkt. No. 57-2. This Court took judicial notice of the warranty.
197	Excerpts of the transcript of the November 7, 2014 deposition of Henry Miller-Jones
198	Document produced by Ford in this litigation as Bates No. WLN3001441

1 3. Plaintiffs have analyzed a Microsoft Access database produced by Ford in this
2 litigation as WLN5 49023. As the database is extremely voluminous, Plaintiffs have not enclosed
3 the entire database as an Exhibit. Based on communications with Ford’s counsel, Plaintiffs
4 understand this database to be the database referred to in Ford’s September 15, 2015 letter (attached
5 to this Declaration as Exhibit 188), and that the database contains vehicles sold with an MFT system.
6 Plaintiffs have queried the database for all cars sold in the states at issue during the Class Period, and
7 have found the following numbers of cars sold during the Class Period for each of those states:



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16 4. Plaintiffs summarize below the evidence submitted in connection with this declaration
17 for the Court’s ease of reference.

18 **I. INTRODUCTION**

19 5. As demonstrated below, as to all Class members, Ford charged a premium for its
20 MyFord Touch and MyLincoln Touch systems despite knowing throughout the Class Period that the
21 Base Software in those systems made them [redacted]

22 [redacted]

24 ¹ Ex. 1, WLN1-4143296 at WLN1-4143297 [redacted]

25 [redacted]
26 ² Ex. 2, WLN2-00026702 (July 26, 2011 email).

27 ³ Ex. 3, WLN1-4305508 [redacted]

28 ⁴ Ex. 4, WLN2-01623818 & WLN2-01623820 at WLN2-01623822 (Aug. 20, 2012 email and
presentation by Jeff Ostrowski).

1 [REDACTED]
 2 [REDACTED]

3 **II. CAST OF CHARACTERS**

4 6. In order to assist the Court in understanding the identity and corporate position of
 5 various individuals who periodically appear in this declaration, Plaintiffs have created the following
 6 table:

Name	Position
Mark Fields	Current CEO and President of Ford Motor Company. Previously, at times relevant to this case, he was Ford's President of the Americas and then it's COO.
Edsel Ford, II	Descendant of Henry Ford and a member of Ford's Board of Directors.
William "Bill" Ford, Jr.	Descendant of Henry Ford and Ford's Executive Chairman.
Gary Jablonski	Ford's Manager, Infotainment Systems.
Jeffery Ostrowski	Ford's SYNC Gen2 Software Supervisor.
Graydon Reitz	Ford's Global Director, EESE.
Mike Westra	[REDACTED]

15 **III. TIMELINE**

16 7. In order to assist the Court in reviewing the evidence, the following is a table that
 17 briefly outlines when Ford released various versions of the Base Software, and the various code
 18 names of that software:⁸

Approximate Date of Release	Version of Base Software
07/31/2010	Version 1.08. This was the initial release. Also known by Julian date of 10212.
11/11/2010	Version 2.03. Also known as [REDACTED]
12/06/2010	Version 2.04. Also known as [REDACTED]
02/25/2011	Version 2.07. Also known as [REDACTED]
03/30/2011	Version 2.08. Also known as [REDACTED]
05/16/2011	Version 2.10. Also known as [REDACTED]
07/12/2011	Version 2.11. Also known as [REDACTED]
02/20/2012	Version 3.0. Also known as [REDACTED]

26 ⁵ Ex. 5, WLN2-00235606 (July 2010 email).
 27 ⁶ Ex. 6, WLN2-1317499 (Mar. 21, 2013 email).
 28 ⁷ Ex. 7, Westra Dep. at 55:21-57:3.
⁸ Ex. 12 (Jablonski Dep. Ex. 1129).

Approximate Date of Release	Version of Base Software
08/28/2012	Version 3.2. Also known as [REDACTED]
11/05/2012	Version 3.5. Also known as [REDACTED]

IV. THE MYFORD / MYLINCOLN TOUCH SYNC GEN2 SYSTEM WAS INSTALLED IN A COMMON FORMAT IN ALL VEHICLES OF THE HUNDREDS OF THOUSANDS OF CLASS MEMBERS

A. MyFord Touch is a Touch-Screen “Infotainment” System that Includes what Ford Refers to as “Base Software”

8. The system at the center of this case is known as the MyFord Touch or MyLincoln Touch system, abbreviated collectively both in Ford’s internal documents and this declaration as either “MFT” or “SYNC Gen2.” The central software in that system is referred to by Ford and in this declaration as the “Base Software.”⁹ Because that software is the same in both Fords and Lincolns,¹⁰ when Ford and this declaration refer to the MFT Base Software, they to the software as it existed in both Fords and Lincolns during the Class Period.

9. Generally speaking, the MFT system is an “infotainment” system intended to allow drivers and passengers to control entertainment, navigation, rear-view camera, cell phone communications, climate control, and other systems via a touch-screen panel placed in the vehicle’s dashboard.¹¹ The system operates with two processors, one known as the “VCMU” and the other known as the “CCPU.”¹² This case, and the class certification motion, center primarily on the CCPU and its software, which is the Base Software.¹³

B. The Base Software is [REDACTED] for all Ford and Lincoln Vehicles Produced in the United States with a MyFord or MyLincoln Touch

10. [REDACTED]

Ford did not write a different version of the Base Software for any vehicle that had MFT, and there

⁹ *Id.* at 11:6-13:2.

¹⁰ *Id.* at 22:21-23:1, 25:22-27:13.

¹¹ *See, e.g.*, Ex. 8, Expert Report of Craig Rosenberg at pp. 61-66.

¹² *See, e.g.*, Ex. 9, Expert Report of Daniel Smith, ¶ 19.

¹³ *Id.* at ¶ 2. *See also* Ex. 7, Westra Dep. at 26:18-27:13; Ex. 10, Ostrowski Dep. at 15:11-18, 158:17-19.

¹⁴ Ex. 11, WLN2-02645341 at WLN2-02645342.

1 was a common configuration of that Base Software for every vehicle in the United States that had
2 MFT installed.¹⁵ Revisions to the Base Software were also designed so that those revisions would
3 not only apply to newly produced vehicles but also could be installed on vehicles with MFT that had
4 already been produced and sold.¹⁶

5 **C. Between August 2010 and August 2013, At Least [REDACTED] Vehicles Were Sold or Leased**
6 **With MFT in the States at Issue During the Class Period**

7 11. Before August 2013, Ford sold at least [REDACTED] vehicles with MFT in the states of
8 Arizona, California, Colorado, Iowa, New Jersey, New York, North Carolina, Ohio, Texas, Virginia,
9 and Washington.¹⁷

10 **V. THE DISJOINTED DEVELOPMENT OF MFT, AND LACK OF MEANINGFUL**
11 **TESTING, LED TO A DEFECTIVE PRODUCT THAT FORD KNEW WAS**
12 **DEFECTIVE BEFORE IT SOLD IT TO THE PUBLIC**

13 **A. To Develop the Base Software, Ford Contracted with an Inexperienced Contractor**
14 **That Failed to Follow Basic Standards for Developing Automotive Software**

15 12. For the ambitious project of developing the software for MFT, Ford hired BSquare, a
16 software company that had never taken on a project of the magnitude of MFT, and that proved itself
17 woefully unprepared to develop the MFT Base Software and integrate it with software from other
18 third-party sources (*e.g.*, the software in the navigation system). [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

19
20
21 ¹⁵ Ex. 10, Ostrowski Dep. at 18:11-20:14. *See also* Ex. 12, Jablonski Dep. Ex. 1129

[REDACTED]

22
23 ¹⁶ *See, e.g.*, Ex. 13, Huang Dep. at 40:23-41:9; Ex. 14, WLN1-4178175 & WLN1-4178186

[REDACTED]

[REDACTED] Ex. 11, WLN2-

02645341 at WLN2-02645347 [REDACTED]

[REDACTED] Ex. 15, WLN2-00057502 [REDACTED]

26
27 ¹⁷ *See* ¶ 3, above, explaining how these numbers were calculated based on a database produced
28 by Ford in this litigation.

¹⁸ Ex. 7, Westra Dep. at 247:7-17.

1 13. BSquare’s failings were numerous, and were well known to the Ford engineers who
2 were overseeing their work. One of BSquare’s primary jobs was to integrate software that its various
3 programmers had developed, and incorporate software written by other contractors, so that the
4 systems would work as a cohesive whole. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

23 ¹⁹ *Id.* at 261:1-17 [REDACTED]

24 [REDACTED] *id.* at 382:21-383:3.

25 ²⁰ *Id.* at 271:24-272:19.

26 ²¹ *Id.* at 273:7-16.

27 ²² *Id.* at 367:5-368:1.

27 ²³ *Id.* at 274:15-275:10. *See also id.* at 269:17-22 [REDACTED]

28 [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. Yet nothing changed. In August 2010, as Ford was beginning its initial release of

MFT systems, one of Westra’s colleagues asked, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. Ford knew how to do it better, and do it right. There are and were software development processes specifically designed by the automotive industry to avoid exactly the situation Ford and BSquare found themselves in. As explained in the Report of Daniel Smith, the automotive industry has software standards published by the Motor Industry Software Reliability Association (“MISRA”), which are designed to promote best practices and create a bug-reducing

²⁴ Ex. 16, WLN2-00554429 (Westra Dep. Ex. 1112).

²⁵ Ex. 17, WLN2-01490362.

1 coding standard.²⁶ [REDACTED]
 2 [REDACTED]
 3 [REDACTED]
 4 [REDACTED]
 5 [REDACTED]
 6 [REDACTED]
 7 [REDACTED]

8 16. Yet the failures in managing the creation and integration of the MFT Base Software
 9 were far from the only shortcoming in the software’s development. [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]

17 [REDACTED]
 18 [REDACTED]
 19 [REDACTED]
 20 [REDACTED]
 21 [REDACTED]
 22 [REDACTED]

25 ²⁶ Ex. 9, Expert Report of Daniel Smith, ¶¶ 132, 133.
 26 ²⁷ See *id.*
 27 ²⁸ Ex. 18, WLN2-00552618 (emphasis added).
 28 ²⁹ Ex. 19, Jablonski Dep. at 100:1-101:6; Ex. 20, Bragg Dep. at 242:17-243:1; Ex. 21, Schneider Dep. at 195:24-196:14.
³⁰ Ex. 22, WLN2-00676700.

1 [REDACTED]

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8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

B. As a Result of the Chaotic Development, MFT’s Base Software Was So Fundamentally Defective That Ford Could not Even Fully Diagnose (or Fix) the Problems Years Later

18. The rushed, flawed process of developing MFT resulted in a product that was flawed in the deepest way possible: it suffered from defective software architecture. Software architecture

³¹ Ex. 7, Westra Dep. at 134:14-135:7.

³² Ex. 23, WLN2-00216277.

³³ Ex. 24, WLN1-3116207.

³⁴ Ex. 25, WLN2-00437398.

1 is the basic structure and design of the software, how it works (or does not) as a coherent whole.³⁵
2 Ford's internal analysis of what went wrong with MFT has consistently concluded that MFT was
3 flawed at this most basic level.

4 19. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 ³⁵ Ex. 7, Westra Dep. at 115:1-12 [REDACTED]

27 [REDACTED]

28 ³⁶ Ex. 26, WLN1-4205346 (emphasis added).

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

³⁷ *Id.*

³⁸ Ex. 9, Expert Report of Daniel Smith, ¶¶ 136-138.

³⁹ See sections VII.B. & C., *infra*.

⁴⁰ Ex. 27, WLN2-00214540 at WLN2-00214541

[REDACTED]

⁴¹ Ex. 28, WLN2-02241741

[REDACTED]

⁴² Ex. 29, WLN2-01330272

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

⁴³ Ex. 7, Westra Dep. at 242:3-243:14.

⁴⁴ Ex. 30, WLN2-01712466 (Ostrowski Dep. Ex. 1227)

⁴⁵ Ex. 31, WLN1-4203599

⁴⁶ Ex. 32, WLN1-4326011.

⁴⁷ See section VII.C.3., *infra*.

⁴⁸ See, e.g., Ex. 33, WLN2-01135983 at WLN2-01135989-990

id. at WLN2-01135990

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[REDACTED]

22. [REDACTED]

[REDACTED]

23. [REDACTED]

[REDACTED]

⁴⁹ See section VII.C., *infra*.

⁵⁰ Ex. 34, WLN2-01318911 at WLN2-01318912 [REDACTED]
[REDACTED] See also Ex. 35, Reitz Dep. (Rough Tr.) at 129:12-131:20.

⁵¹ See sections VII.B. and C., *infra*, [REDACTED]

⁵² Ex. 9, Expert Report of Daniel Smith, ¶¶ 105-108.

⁵³ *Id.* at ¶¶ 108, 110.

⁵⁴ *Id.* at ¶¶ 114-131.

⁵⁵ *Id.* at ¶¶ 31-33.

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[REDACTED]

C. Despite Knowing That the Software Development Process Was Deeply Flawed, Ford Did Not Even Meaningfully Test MFT Before It Shipped

24. [REDACTED]

[REDACTED]

25. This lack of meaningful testing of the initial release of MFT’s Base Software before sending it out to customers (and the lack of testing of subsequent attempts to improve that software in late 2010 and early 2011) is perhaps best demonstrated by the below chart prepared in March 2010 by Gary Jablonski. [REDACTED]

[REDACTED]

⁵⁶ *Id.* at ¶ 73.

⁵⁷ *Id.* at ¶¶ 71-86.

⁵⁸ Ex. 36, WLN2-00003888 at WLN2-00003912 (emphasis added) [REDACTED]

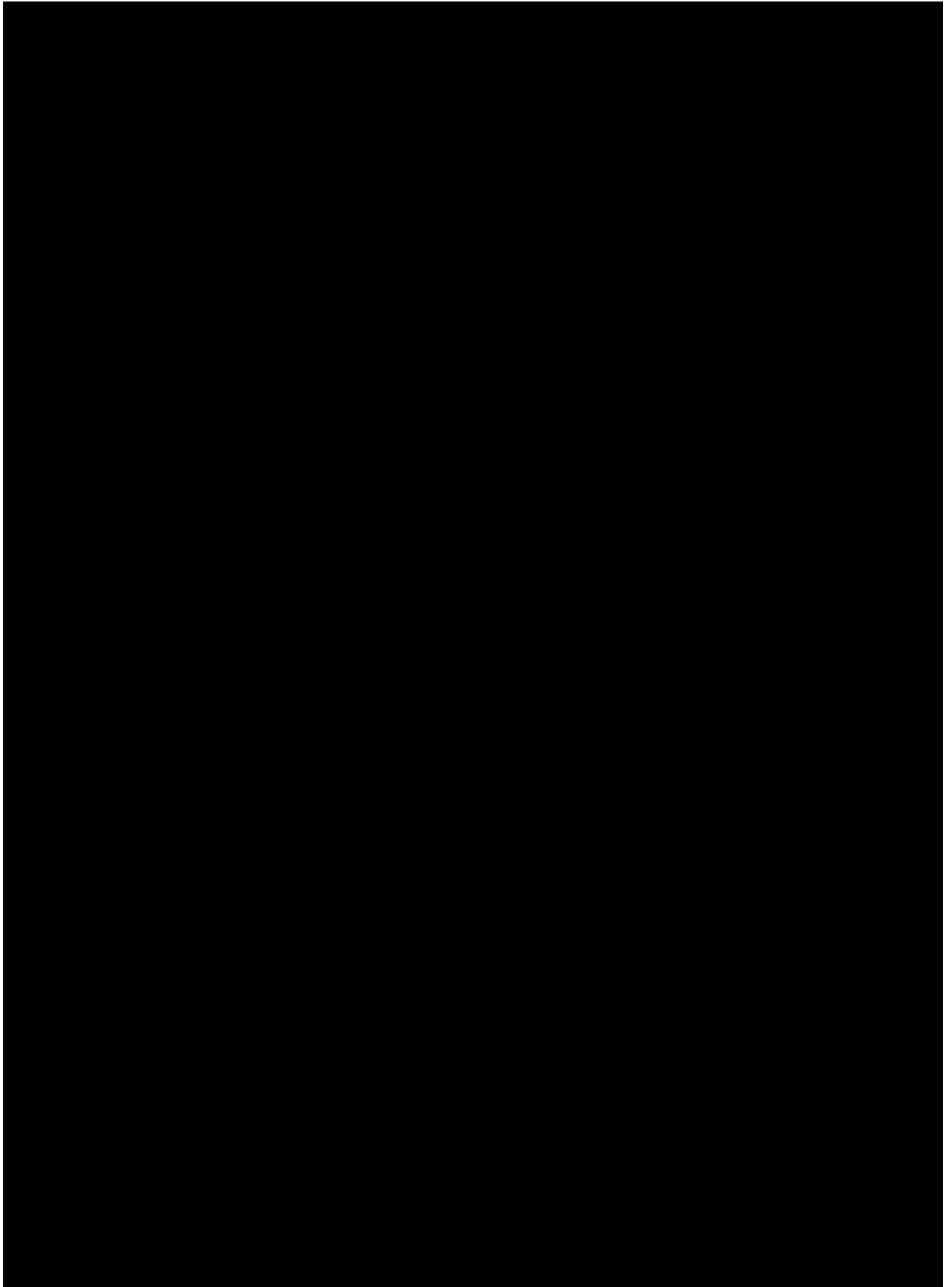
[REDACTED]

⁵⁹ Ex. 37, WLN2-01478717 & WLN2-01478718 (Mar. 19, 2011 email); Ex. 13, Huang Dep. at 10:7-11:2.

⁶⁰ Ex. 37, WLN2-01478717 & WLN2-01478718 (chart attached to Mar. 19, 2011 email). [REDACTED]

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26. [REDACTED]

D. Before it Ever Sold SYNC Gen2, Ford Knew That it Was Materially Defective and Would Materially Affect Consumers

27. It was no secret at Ford in the summer and fall of 2010, not even from its highest executives, that the product Ford was unleashing on unwitting customers was fundamentally defective. [REDACTED]

[REDACTED]

⁶¹ Ex. 5, WLN2-00235606 (emphasis added).

⁶² Ex. 38, WLN2-02995426 at WLN2-02995428

[REDACTED] *Id.* at WLN2-02995427-428.

1 28. Gallows humor was common among the engineers as they realized that Ford would be
2 releasing a defective product. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 29. However, it was not only engineers who were aware of how defective MFT really
7 was. Mr. Westra, who worked on the SYNC Gen2 project from 2009 to 2011, testified that the

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 30. [REDACTED]
20 [REDACTED]
21 [REDACTED]
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23 [REDACTED]
24 [REDACTED]

26 ⁶³ Ex. 39, WLN2-01491497.

27 ⁶⁴ Ex. 7, Westra Dep. at 55:15-57:23, 322:23-323:8.

28 ⁶⁵ Ex. 40, WLN1-3242440 (emphasis added).

⁶⁶ Ex. 41, WLN2-00039876 at WLN2-00039880 (emphasis added).

1 31. Indeed, before MFT reached a single customer, Ford’s most senior management knew
2 or should have known from direct experience that it was defective. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED] [REDACTED]
10 [REDACTED]

11 32. Ford knew MFT was defective, but it started putting it in cars anyway in the late
12 summer and fall of 2010. The results were exactly as they expected; Ford’s [REDACTED]
13 immediately began experiencing and reporting major problems with MFT.

14 **VI. THE INITIAL RELEASE OF MFT WAS A COLOSSAL FAILURE**

15 **A. As Ford Predicted, Management Lessees and Consumers Immediately Reported Huge**
16 **Numbers of Problems With MFT Software**

17 33. The initial rollout of MFT was disastrous from the outset. Ford immediately began
18 receiving feedback that MFT screens would freeze or go blank, that MFT would generate error
19 messages that could not be cleared, that the system would not pair with cellular phones, that the
20 voice recognition and navigation would not work, and that the system was slow to respond to
21 commands. [REDACTED]

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

27 ⁶⁷ Ex. 42, WLN2-00565348.

28 ⁶⁸ *Id.*

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[REDACTED]

34. Consumers experienced exactly the same problems. By November 1, 2010, Ford had already tallied and received multiple complaints directly from customers about the following problems:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

⁶⁹ Ex. 43, WLN2-00039569 & WLN2-00039573 [REDACTED]

⁷⁰ Ex. 44, WLN2-00437450.

⁷¹ *Id.* at WLN2-00437451 [REDACTED]

1 35. Other measures that Ford uses to track quality yielded similar results. Ford tracks
2 what it calls “Things Gone Wrong,” or “TGWs,” which are comments and complaints from
3 customers that have been reported by consumers or dealers, placed by Ford in groups according to
4 the types of complaints. [REDACTED]

5 [REDACTED]
6 [REDACTED]
7 36. [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 37. The results were exactly as Ford and its engineers had predicted based on Ford’s
15 knowledge of the development process, and what it had seen of MFT’s performance before releasing
16 it. Yet it had no fix in place, and consumers who brought their new cars back to dealerships were
17 sent back home with cars that continued to malfunction.

18 **B. Dealerships Could Not Repair the Cars Because the Defects Were in the Software, Not**
19 **the Hardware**

20 38. The problems that consumers experienced were compounded by the fact that the
21 problems were rooted in the Base Software, and could not be resolved by dealerships. [REDACTED]

22 ⁷² Ex. 7, Westra Dep. at 295:12-296:2; Ex. 19, Jablonski Dep. at 213:24-214:7; Ex. 45, Williams
23 Dep. at 157:8-17.

24 ⁷³ Ex. 19, Jablonski Dep. at 159:7-17.

25 ⁷⁴ [REDACTED]

26 ⁷⁵ Ex. 19, Jablonski Dep. at 213:17-214:17.

27 ⁷⁶ Ex. 47, WLN2-01368188 at WLN2-01368201 [REDACTED]

28 ⁷⁷ Ex. 7, Westra Dep. at 103:16-104:16; Ex. 10, Ostrowski Dep. at 23:9-24:1.

⁷⁸ Ex. 48, WLN1-3212220 & WLN1-3212221 (Oct. 22, 2011 Jablonski email and attached
analysis; *see esp.* WLN1-3212225). [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

39. This situation continued for years. Customers would complain to dealers, who at most could try to update the software or try to replace the hardware. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

40. But the software defects persisted over years,⁸² and dealerships continued to be unable to repair the cars of consumers, who kept experiencing the same problems with the cars they had newly purchased from Ford.

⁷⁹ Ex. 41, WLN2-00039876 at WLN2-00039880 (emphasis added).

⁸⁰ Ex. 49, WLN2-00062180.

⁸¹ Ex. 50, WLN2-00091750 & WLN2-00091751 (Feb. 23, 2013 email and attachment discussing issue).

⁸² See sections VII.B. & C., *infra*.

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VII. THE PROBLEMS SEEN IN THE INITIAL LAUNCH REMAINED CONSTANT AND COMMON OVER THE YEARS, DESPITE VARIOUS ATTEMPTED SOFTWARE REVISIONS FOR ALL CLASS REPRESENTATIVES, PUTATIVE CLASS MEMBERS, AND FORD EXECUTIVES

A. The Symptoms That Consumers Experienced Remained Constant over Numerous Years and Failed Attempts to Improve MFT’s Base Software

41. The problems that the first MFT customers experienced were also experienced by later customers, and the symptoms of the defects in MFT’s Base Software remained extremely similar over several years and software revisions. As Ford employees testified, the majority of the

[REDACTED]

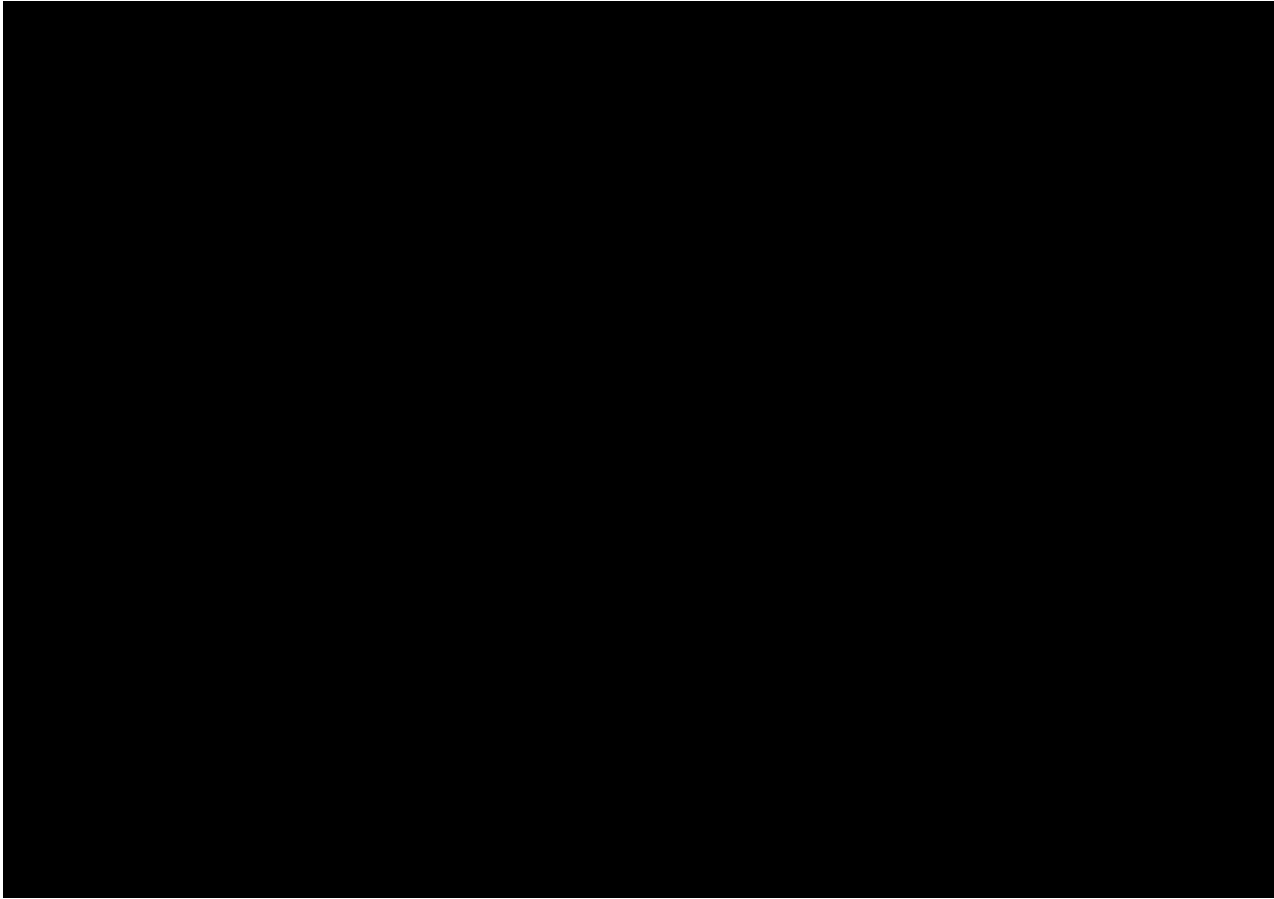
42. [REDACTED]

[REDACTED]

⁸³ Ex. 20, Bragg Dep. at 137:18-138:6; Ex. 10, Ostrowski Dep. at 52:23-53:15.

⁸⁴ Ex. 48, WLN1-3212220 & WLN1-3212221 (Oct. 22, 2011 Jablonski email and attached analysis; *see esp.* WLN1-3212225).

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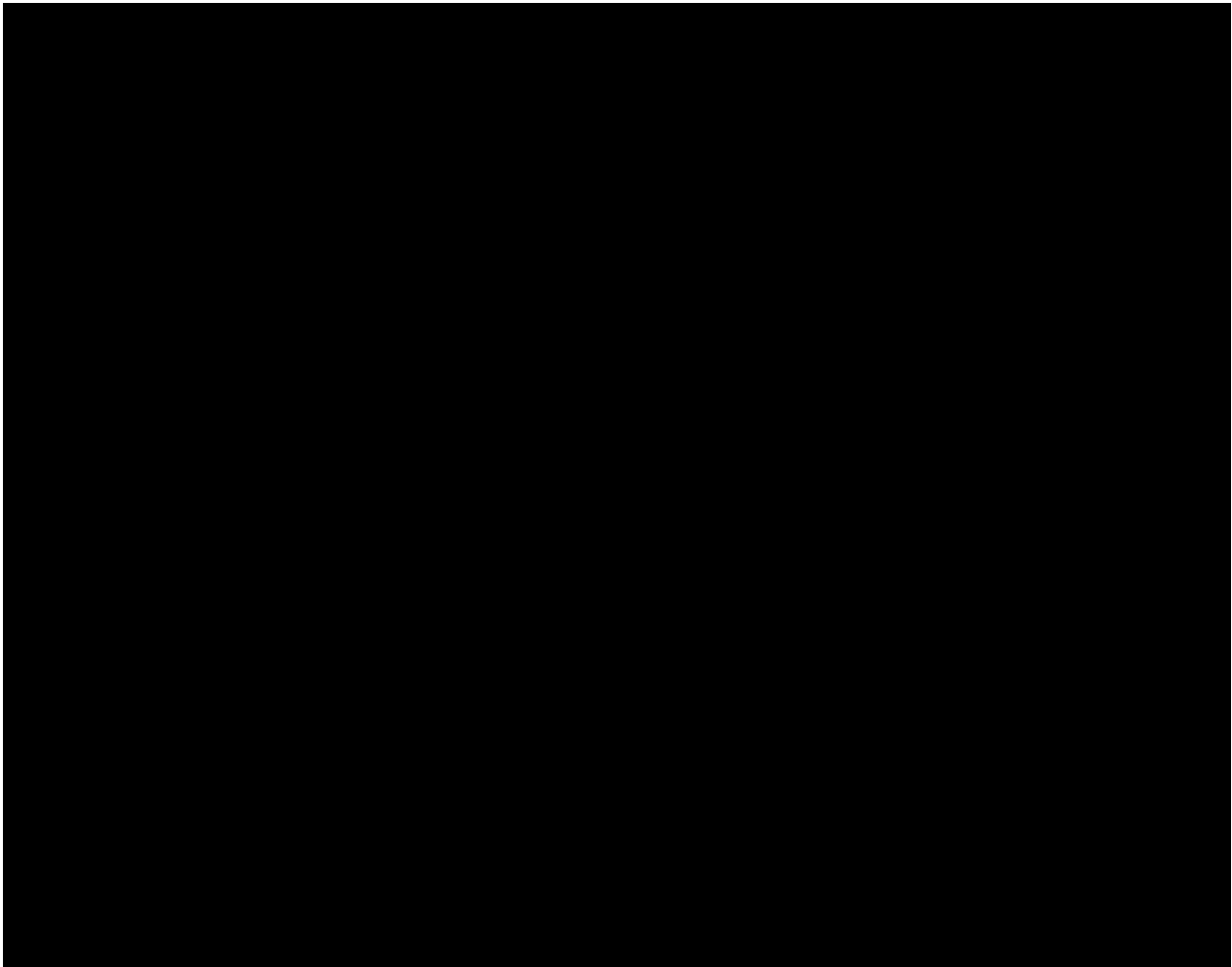
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⁸⁵ Ex. 51, WLN1-1920675 (July 23, 2012 presentation, table at WLN1-1920688).

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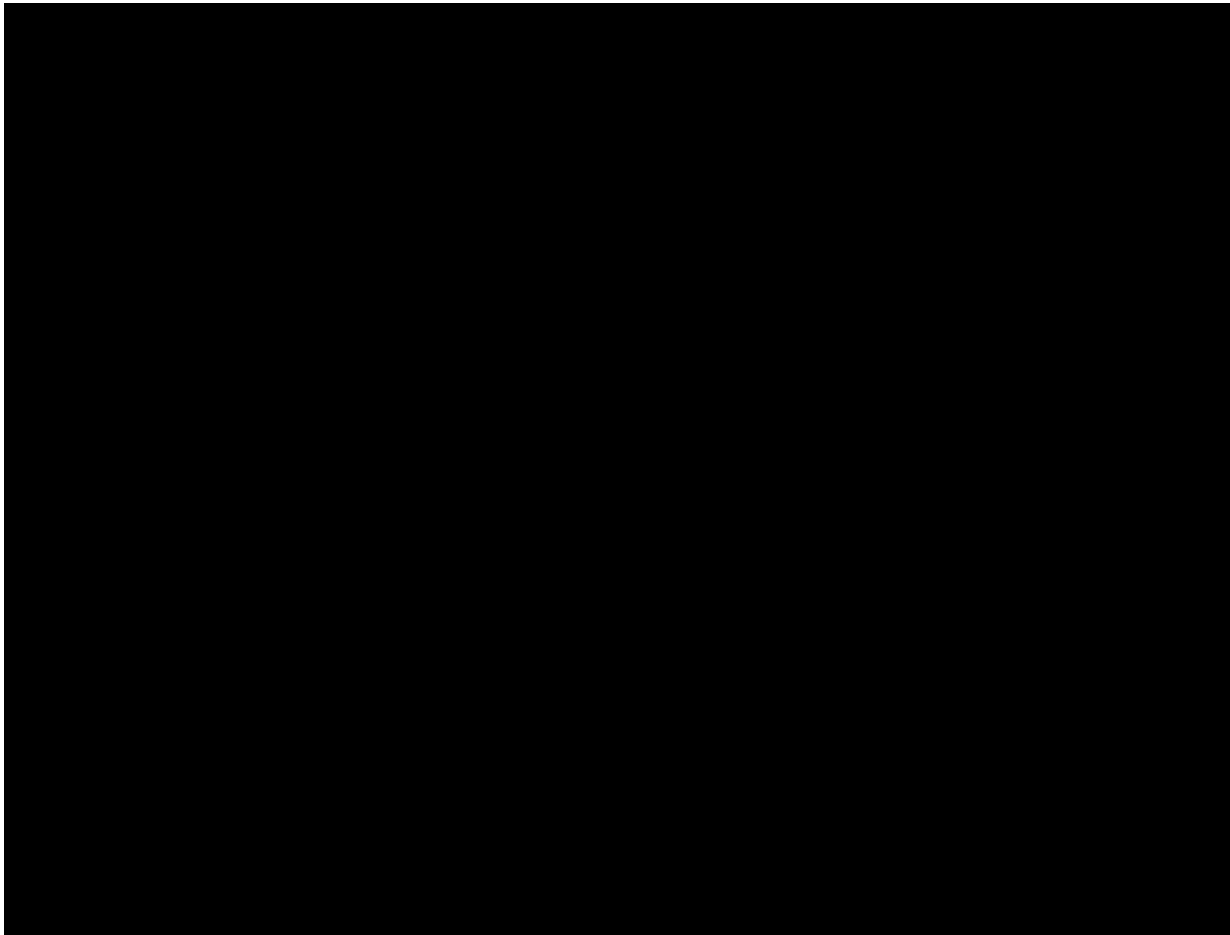
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⁸⁶ Ex. 52, WLN1-1930413 (Jan. 28, 2013 presentation; chart at WLN1-1930425).

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(The only versions mentioned on this chart that had actually been released at the time this document was created were versions 3.2 and 3.5.)

45. Thus, even though Ford made several failed attempts to improve the Base Software (see sections VII.B. and C., *infra*, for a discussion of all such attempts during the Class Period), it did not significantly change the nature or frequency of the problems that consumers kept experiencing with MFT, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

B. Ford Knew *Precisely* What Its Customers Were Experiencing Because its Most Senior Executives Experienced the *Same* Problems in Their Own Vehicles, and Had the Same Inability to Get Their Vehicles Repaired

46. [REDACTED]

[REDACTED]

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[REDACTED]

1. Mark Fields

47. Mark Fields is currently President and CEO of Ford Motor Company, and during the key events described below was Ford's President of the Americas and later Ford's COO.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

⁸⁷ Compare the timelines below to Ex. 12 (Jablonski Dep. Ex. 1129), which demonstrates the continually growing number of vehicles containing MFT from 2010 to the present.

⁸⁸ Due to the economies of time and space, Plaintiffs have set forth the pertinent facts relevant to only a few of the executives who reported problems.

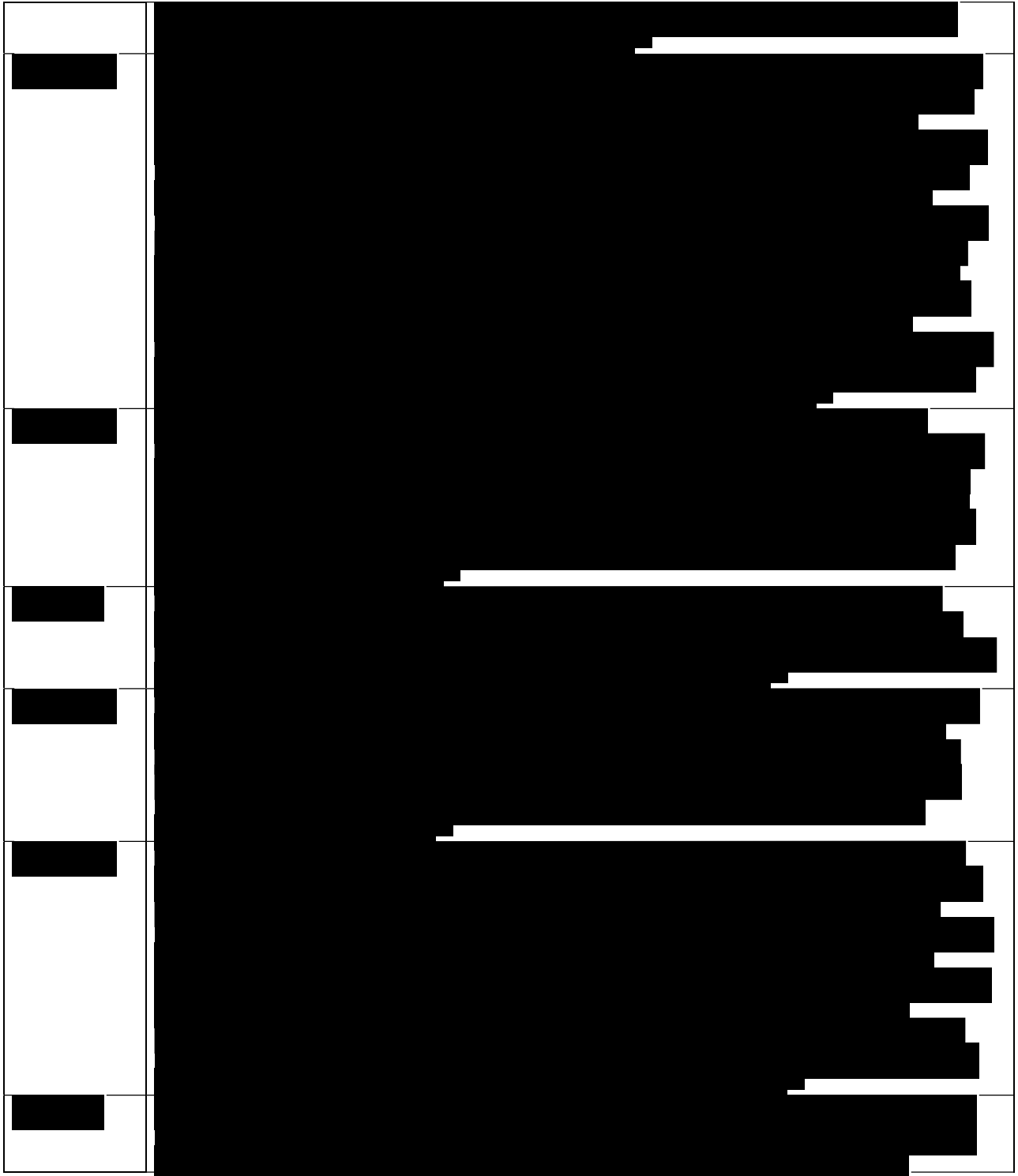
⁸⁹ See section X., *infra*.

⁹⁰ Ex. 53, WLN2-01072255 (emphasis added).

⁹¹ Ex. 54, WLN2-01073802 (emphasis added).

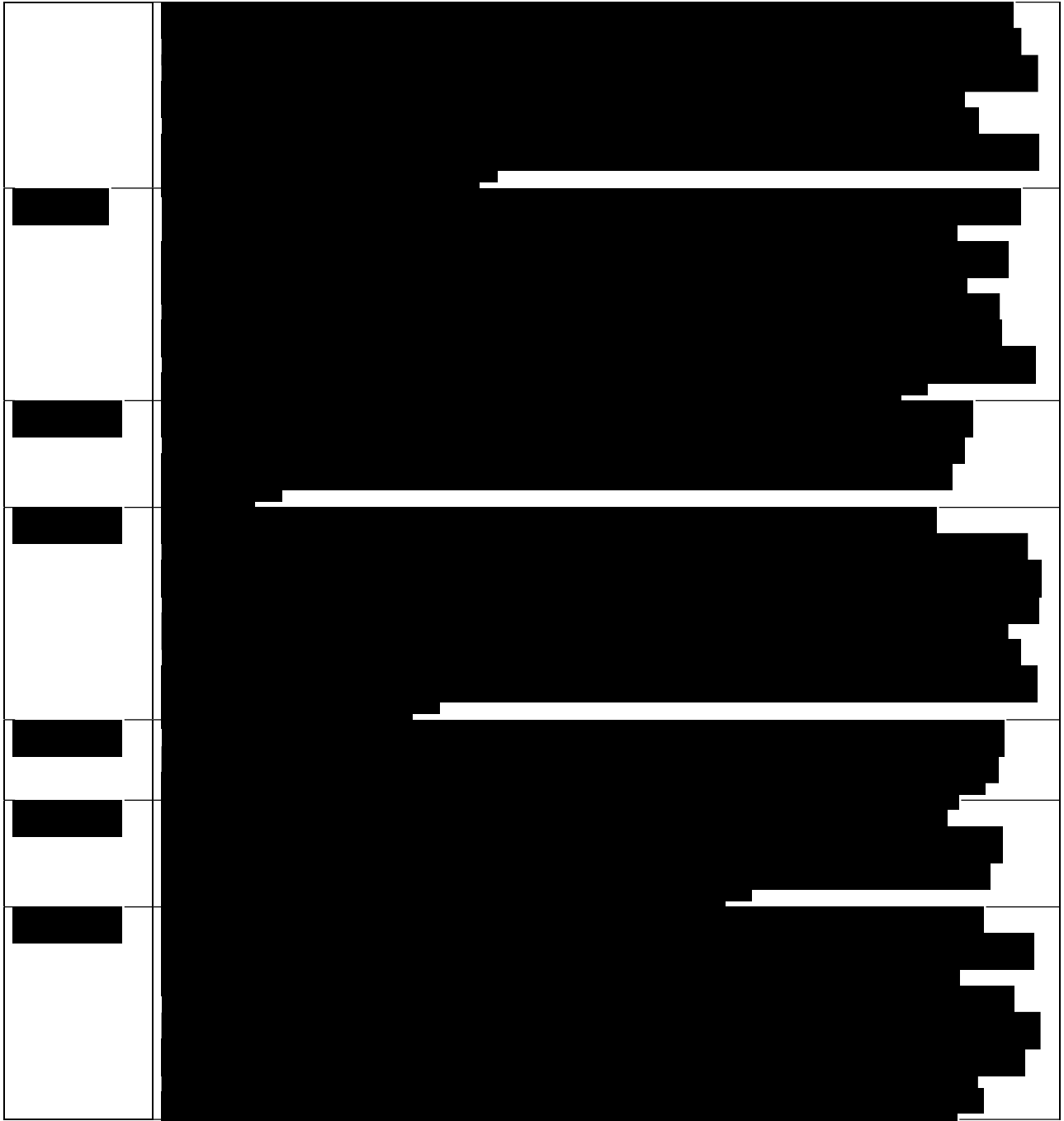
⁹² Ex. 55, WLN2-01078425 (emphasis added).

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⁹³ Ex. 56, WLN2-01078555 (emphasis added).
⁹⁴ Ex. 57, WLN2-01092971 (emphasis added).
⁹⁵ Ex. 58, WLN1-4303121 (emphasis added).
⁹⁶ Ex. 59, WLN1-0326957 (emphasis added).
⁹⁷ Ex. 60, WLN1-0464188 (emphasis added).
⁹⁸ Ex. 61, WLN1-0467064 (emphasis added).

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⁹⁹ Ex. 62, WLN2-01312354 (emphasis added).

¹⁰⁰ Ex. 63, WLN1-4195149 (emphasis added).

¹⁰¹ Ex. 64, WLN1-0482114 & WLN1-0482117. *See also* Ex. 45, Williams Dep. at 246:15-248:5.

¹⁰² Ex. 65, WLN2-01141914 (emphasis added).

¹⁰³ Ex. 66, WLN1-0984342 (emphasis added).

¹⁰⁴ Ex. 67, WLN1-1019880.

¹⁰⁵ Ex. 68, WLN2-00372324 (emphasis added).

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2. Bill and Edsel Ford

48. William (“Bill”) Ford, Jr., and Edsel Ford II are descendants of Henry Ford, and are both Ford directors. Bill Ford is the company’s Executive Chairman, and Edsel Ford is a member of the Board of Directors. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

¹⁰⁶ Ex. 69, WLN2-00039432 (emphasis added).

¹⁰⁷ Ex. 70, WLN1-0003060 (emphasis added).

¹⁰⁸ Ex. 71, WLN1-0172059 (emphasis added).

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C. The Class Representatives Have Had the Same Experiences as the Rest of the Class

1. Arizona

49. Plaintiff Joseph D’Aguanno resides in Phoenix, Arizona. He bought, a 2013 Explorer Sport (VIN #1FM5K8GT7DGB43633), on or about November 2, 2012.¹¹² Beginning in or around November 2012, D’Aguanno encountered many issues with the MyFord Touch system in the vehicle, including: system lockup or total system failure; non-responsiveness to peripheral devices, including Plaintiff’s iPhone; lack of Bluetooth audio functionality; non-responsiveness to touch commands; non-responsiveness to voice commands; the rearview camera would fail to display what was behind the Subject Vehicle, or the display screen would freeze while the Subject Vehicle was in reverse; the USB drive would not function properly and would fail to read MP3 audio files; the radio function would randomly switch input and/or switch between radio stations without prompting. These problems have occurred continuously since November 2012.¹¹³ On or around May 14, 2013, the Subject Vehicle was serviced at Camelback Ford for these problems. Camelback Ford performed an “APIM MASTER RESET” on that date. Although Camelback Ford represented that, following this procedure, the MyFord Touch system was “OPERATING CORRECTLY,” the same problems recurred thereafter.¹¹⁴ On or around June 21, 2013, the Subject Vehicle was again serviced at

¹⁰⁹ Ex. 72, WLN2-00671611 (emphasis added).

¹¹⁰ Ex. 73, WLN1-4302659 (emphasis added).

¹¹¹ Ex. 74, WLN1-0685342.

¹¹² Ex. 75, D’AGUANNO-000069-70; Ex. 76, D’AGUANNO-000536-537.

¹¹³ Ex. 77, D’AGUANNO 000001-6.

¹¹⁴ *Id.*

1 Camelback Ford for MyFord Touch problems. Camelback Ford performed a “MASTER RESET” on
 2 that date. Although Camelback Ford represented that, following this procedure, the MyFord Touch
 3 system was “OPERATING CORRECTLY,” the same problem recurred thereafter.¹¹⁵ These
 4 problems have occurred continuously since that time. The vehicle was made available for inspection
 5 by Ford on July 14, 2015 in Phoenix, Arizona.

6 **2. California**

7 **a. Center for Defensive Driving**

8 50. Plaintiff The Center for Defensive Driving (“CDD”) is located in Los Angeles.¹¹⁶
 9 CDD leased a 2013 F-150 Lariat (VIN #1FTFW1ETXDFB37760), on February 22, 2013, from
 10 Power Ford Torrance, in Torrance, California.¹¹⁷ CDD encountered many issues with the MyFord
 11 Touch system in the vehicle, including that the MyFord Touch system crashed or locked up at least
 12 27 documented times, MyFord Touch failed to recognize or connect with Plaintiff’s iPhone,
 13 Bluetooth audio would not play, and the voice command system stopped working.¹¹⁸ The vehicle
 14 was brought in for service on several occasions and repairs were attempted on February 28, 2013,
 15 March 12, 2013, July 9, 2013, and August 15, 2013.¹¹⁹ The vehicle was made available for
 16 inspection by Ford on February 24, 2015.

17 **b. Darcy Thomas-Maskrey**

18 51. Plaintiff Darcy Thomas-Maskrey resides in Riverside, California. She bought a 2013
 19 Flex (VIN #2FMHK6DTXDBD08703) on July 3, 2012, from Fritts Ford, in Riverside, California.¹²⁰
 20 Thomas-Maskrey encountered many issues with the MyFord Touch system in the vehicle, including
 21 that, on or around July 3, 2012, the MyFord Touch system in her Flex began to exhibit the following
 22 problems: the Bluetooth phone connection failed to operate; the MyFord Touch system failed to
 23 recognize peripheral devices, including her iPod, iPhone 4S and subsequently purchased devices,
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25 ¹¹⁵ Ex. 78, D’AGUANNO 000012-13.

26 ¹¹⁶ Ex. 79, CDD-00004-10.

27 ¹¹⁷ *Id.*

28 ¹¹⁸ Ex. 80, CDD-000020-26.

¹¹⁹ *Id.*

¹²⁰ Ex. 81, Thomas-Maskrey-000001-3.

1 such as her iPhone 5S. She took the Flex for servicing of these issues to Fritts Ford on July 12, 2012.
 2 The technicians at Fritts Ford were unable to resolve the MyFord Touch problems that she
 3 experienced.¹²¹ She later took her Flex for MyFord Touch-related servicing to Fritts Ford on August
 4 6, 2012, and August 30, 2012, and to Sunrise Ford for the same issues on February 5, 2013, April 5,
 5 2013, August 6, 2013, and August 27, 2013.¹²² The technicians at Fritts Ford and Sunrise Ford
 6 installed software updates to her MyFord Touch system, but these updates failed to resolve the
 7 problems described above. In addition, the technicians at Sunrise Ford reprogrammed her MyFord
 8 Touch system, but this repair also failed to resolve these problems.¹²³

9 **c. Richard Decker Watson**

10 52. Plaintiff Richard Decker Watson resides in Valley Village, California.¹²⁴ On October
 11 19, 2012, he bought his 2011 Lincoln MKX from Sunrise Ford.¹²⁵ On October 24, 2012, just five
 12 days after he bought the MKX, he took it to Star Ford due to numerous issues he was experiencing
 13 with his MyLincoln System.¹²⁶ When he took his MKX to Star Ford on October 24, 2012, he
 14 complained that his MyLincoln Touch was not responding to his voice commands, his navigation
 15 system was not working, his MyLincoln Touch system was crashing, the volume control for his
 16 audio system was not working properly, and his climate controls were not working properly.¹²⁷ The
 17 crashing of his system would occur both when he started his vehicle, and while he was
 18 driving.¹²⁸ These are issues that Plaintiff Watson has continued to experience.¹²⁹ Watson has also
 19 experienced continuing issues with his Sync system.¹³⁰ He has tried to have his vehicle fixed on
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22 ¹²¹ Ex. 82, Thomas-Maskrey-000005-27; Ex. 198, WLN3001441.

23 ¹²² Ex. 82, Thomas-Maskrey-000005-27.

24 ¹²³ *Id.*

25 ¹²⁴ Ex. 83, Watson Dep. at 14:11-13.

26 ¹²⁵ *Id.* at 29:4-5, 40:4-11, 55:7-57:1.

27 ¹²⁶ *Id.* at 110:4-22.

28 ¹²⁷ *Id.* at 110:25-111:8.

¹²⁸ *Id.* at 112:15-113:4.

¹²⁹ *Id.* at 73:17-23, 104:5-105:20, 111:8-10, 111:12-112:13, 115:10-118:24, 145:1-147:5,
 170:1-21, 183:12-17, 188:4-189:1.

¹³⁰ *Id.* at 138:2-6, 157:10-22.

1 numerous occasions, and at numerous Ford dealerships.¹³¹ He has done a “master reset” of the
 2 system on his own, and has reset his phone at Ford’s instruction.¹³² He has also attempted to
 3 download software and update his MyLincoln System himself.¹³³

4 **d. Jennifer Whalen**

5 53. Plaintiff Jennifer Whalen resides in Windsor, California.¹³⁴ She purchased a new
 6 2013 Ford Explorer XLT from Henry Curtis Ford in Petaluma, California on April 1, 2012.¹³⁵

7 54. Plaintiff Whalen encountered a variety of problems with her MyFord Touch,
 8 including rearview camera freezing,¹³⁶ navigation system freezing,¹³⁷ Bluetooth connectivity
 9 failure,¹³⁸ problems with her phone not disconnecting from calls when instructed to do so,¹³⁹
 10 instances of the MFT screen locking up or freezing,¹⁴⁰ unresponsiveness of the touch screen climate
 11 control buttons,¹⁴¹ incorrect timekeeping,¹⁴² and a failure to recognize voice commands.¹⁴³

12 **3. Colorado**

13 55. James Laurence Sheerin resides in Sun Valley, Idaho.¹⁴⁴ In June 2012, Plaintiff
 14 Sheerin purchased a 2013 Ford Explorer Limited from Phil Long Ford in Colorado Springs,
 15 Colorado.¹⁴⁵ Sheerin has experienced numerous problems while trying to operate the MyFord Touch
 16 system that was installed in his vehicle. These problems include, but are not limited to: backup
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 19 ¹³¹ *Id.* at 29:9-12, 109:1-7, 119:24-120:1, 120:9-15, 120:20-121:4, 124:22-125:2, 129:2-130:9.

20 ¹³² *Id.* at 106:4-107:24.

21 ¹³³ *Id.* at 108:3-22, 148:9-149:1.

22 ¹³⁴ Ex. 84, WHALEN-000002.

23 ¹³⁵ Ex. 85, WHALEN-000006-8.

24 ¹³⁶ Ex. 86, WHALEN-000026-27; Ex. 87, WHALEN-000028-32.

25 ¹³⁷ Ex. 86, WHALEN-000026-27; Ex. 88, WHALEN-000041-46.

26 ¹³⁸ Ex. 86, WHALEN-000026-27; Ex. 87, WHALEN-000028-32; Ex. 88, WHALEN-000041-46;
 27 Ex. 89, WHALEN-000755-756.

28 ¹³⁹ Ex. 90, WHALEN-000034-39.

¹⁴⁰ *Id.*

¹⁴¹ *Id.*

¹⁴² Ex. 88, WHALEN000041-46.

¹⁴³ Ex. 91, WHALEN-000049-51.

¹⁴⁴ Ex. 92, Sheerin Dep. at 17:5-13.

¹⁴⁵ *Id.* at 31:21-32:6, 46:23-25.

1 camera freezes or doesn't function properly;¹⁴⁶ Bluetooth connectivity issues and not disconnecting
 2 phone calls;¹⁴⁷ system unresponsive to voice commands;¹⁴⁸ and USB port not recognizing peripheral
 3 devices.¹⁴⁹ Sheerin brought his Explorer to the dealership for repairs on multiple occasions and the
 4 problems with the MyFord Touch system were never fully resolved.¹⁵⁰

5 **4. Iowa**

6 56. Thomas Mitchell currently resides in Sioux City, Iowa.¹⁵¹ In November 2010, Mr.
 7 Mitchell purchased a 2011 Lincoln MKX from Sioux City Ford/Lincoln/Mercury in Sioux City,
 8 Iowa.¹⁵² He has experienced numerous problems while trying to operate the MyLincoln Touch
 9 system that was installed in his vehicle. These problems include, but are not limited to: system
 10 lockup and total system failure;¹⁵³ backup camera freezing;¹⁵⁴ periodic non-responsiveness to
 11 peripheral devices;¹⁵⁵ and periodic non-responsiveness to voice commands.¹⁵⁶ Mitchell brought his
 12 MKX to the dealership for repairs on multiple occasions and installed several software updates, and
 13 the problems with the MyLincoln Touch system were never fully resolved.¹⁵⁷

16 **5. Massachusetts**

17 57. Plaintiff William Creed resides in Tyngsboro, Massachusetts.¹⁵⁸ He purchased a new
 18 2011 Ford Explorer from Ipswich Ford in Ipswich, Massachusetts on March 12, 2011. *Id.* Creed

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 20 ¹⁴⁶ *Id.* at 9:4-7, 85:6-86:3, 160:21-161:1.

21 ¹⁴⁷ *Id.* at 96:20-97:19.

22 ¹⁴⁸ *Id.* at 9:7, 107:2-108:19, 150:24-151:4, 157:18-25.

23 ¹⁴⁹ *Id.* at 9:3-4, 68:9-10, 102:2-10, 150:17-23.

24 ¹⁵⁰ *Id.* at 118:20-119:23, 123:8-18, 140:17-145:2.

25 ¹⁵¹ Ex. 93, Mitchell Dep. at 7:8-11.

26 ¹⁵² *Id.* at 32:13-21, 50:2-5.

27 ¹⁵³ *Id.* at 51:17-19, 86:16-25.

28 ¹⁵⁴ *Id.* at 51:20-22, 74:20-22, 86:21-22, 129:19-21.

¹⁵⁵ *Id.* at 74:14-18, 75:15-19, 89:4-9.

¹⁵⁶ *Id.* at 51:16-17, 55:12-17, 74:10-13, 89:13-14, 91:12-18.

¹⁵⁷ *Id.* at 91:22-24, 103:15-21, 114:11-20, 119:15-19, 123:23-124:13, 126:18-127:25,
 128:6-130:7.

¹⁵⁸ Ex. 94, CREED-000738.

1 traded his vehicle into Herb Chambers Honda in Burlington, Massachusetts on January 2, 2015,¹⁵⁹
2 and Ford was allowed to inspect the vehicle shortly after he traded it in.

3 58. Creed encountered numerous problems with MFT, including freezes of the navigation
4 system,¹⁶⁰ failure of Bluetooth connectivity,¹⁶¹ failure to load Travel Link,¹⁶² locking or freezing of
5 the touch screen,¹⁶³ extensive failure messages,¹⁶⁴ failure of the radio to shut off when making a
6 phone call via Bluetooth,¹⁶⁵ failure of the radio to play when switching from USB to the radio with
7 the USB cable plugged into a device,¹⁶⁶ and failure to recognize voice commands.¹⁶⁷ Creed brought
8 his Explorer to both Ipswich Ford and Drum Hill Ford located in Lowell, Massachusetts when
9 attempting to remedy the defects with his MyFord Touch.

10 6. New Jersey

11 a. Josh Matlin

12 59. Josh Matlin's permanent residence is in Wood-Ridge, New Jersey.¹⁶⁸ In October
13 2010, Josh Matlin leased a 2011 Ford Edge from Freehold Ford in Freehold, New Jersey.¹⁶⁹ Matlin
14 has experienced numerous problems while trying to operate the MyFord Touch system that was
15 installed in his vehicle. These problems include, but are not limited to: freezing or significant
16 lagging of the system;¹⁷⁰ system crashes and blank screens;¹⁷¹ backup camera freezes or will not
17 load;¹⁷² loss of radio presets;¹⁷³ and Bluetooth not working properly.¹⁷⁴ Matlin brought his Edge to
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20 ¹⁵⁹ Ex. 95, CREED-000740-741.

21 ¹⁶⁰ Ex. 96, CREED-000737; Ex. 97, Creed Dep. at 103:3-6.

22 ¹⁶¹ Ex. 98, CREED-000762-763; Ex. 97, Creed Dep. at 77:1-5, 103:14-15.

23 ¹⁶² Ex. 99, CREED-000031; Ex. 98, CREED-000762-763.

24 ¹⁶³ Ex. 100, CREED-000747-748; Ex. 97, Creed Dep. at 103:3-104:19.

25 ¹⁶⁴ Ex. 101, CREED-000002.

26 ¹⁶⁵ Ex. 102, CREED-000005; Ex. 97, Creed Dep. at 103:7-13.

27 ¹⁶⁶ Ex. 103, CREED-000006.

28 ¹⁶⁷ Ex. 99, CREED-000031; Ex. 104, CREED-000752-753.

¹⁶⁸ Ex. 105, Matlin Dep. at 15:4-16:7.

¹⁶⁹ *Id.* at 9:10-13, 15:4-6, 29:11-12, 71:18-20.

¹⁷⁰ *Id.* at 97:1-10, 124:20-125:1, 141:20-142:9, 181:19, 183:10-11.

¹⁷¹ *Id.* at 103:8-13, 130:19-132:10, 173:4-9.

¹⁷² *Id.* at 114:7-116:13, 118:22-119:8, 172:23, 181:19.

1 the dealership for repairs on multiple occasions and the problems with the MyFord Touch system
2 were never fully resolved.¹⁷⁵

3 **b. Russ Rizzo**

4 60. Plaintiff Russ Rizzo resides in Holmdel, New Jersey. He leased a 2012 Explorer XLT
5 (VIN #1FMHK8D87CGA90072) on February 18, 2012, from Toms Ford, in Keyport, New Jersey.¹⁷⁶
6 Rizzo encountered many issues with the MyFord Touch system in the vehicle, including: system
7 lockup and total system failure; loss of GPS navigational function; inability to use climate controls;
8 non-responsiveness to touch commands; non-responsiveness to voice commands; the rearview
9 camera would fail to display what was behind the car, or the display screen would freeze while the
10 Explorer was in reverse; inability to use hands-free telephone features and problems connecting with
11 his iPhone (using iPhone 4 and iPhone 5 devices). These problems have occurred continuously since
12 March 2012 and recurred through the date of lease termination.¹⁷⁷ His Explorer was serviced at
13 Toms Ford for those problems on the following dates: April 13, 2012; April 25, 2012; July 20, 2012;
14 August 2, 2012; March 15, 2013; and April 25, 2013. On each such occasion, Toms Ford performed
15 a master reset of the MyFord Touch system in the Explorer, and confirmed that the software was up
16 to date (or updated the software, if necessary). However, the same problems recurred thereafter.¹⁷⁸
17 On January 6, 2014, his Explorer was serviced at George Wall Ford (Red Bank, New Jersey) for
18 these problems. On this occasion, George Wall Ford performed a master reset of the MyFord Touch
19 system in Rizzo's Explorer. However, the same problems recurred thereafter. Following the repairs
20 performed by George Wall Ford, Rizzo did not attempt to connect his iPhone to the MyFord Touch
21 system in the Explorer, in order to lessen the chance of MyFord Touch failure.¹⁷⁹
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24 ¹⁷³ *Id.* at 113:3-17.

25 ¹⁷⁴ *Id.* at 148:24, 172:24, 181:20.

26 ¹⁷⁵ *Id.* at 109:11-110:12, 126:12-128:4, 178:7-179:20, 181:16-21.

27 ¹⁷⁶ Ex. 106, RIZZO-000046-51.

28 ¹⁷⁷ Ex. 107, RIZZO-000021-22.

¹⁷⁸ Ex. 108, RIZZO-00007-17.

¹⁷⁹ Ex. 109, RIZZO-000020.

1 **7. New York**

2 **a. Jeffrey Miller**

3 61. Jeffrey Miller resides in Cortlandt Manor, New York.¹⁸⁰ In February 2013, he leased
 4 a 2013 Ford Fusion Titanium from Park Ford in Mahopac, New York.¹⁸¹ He has experienced
 5 numerous problems while trying to operate the MyFord Touch system in his Fusion. These problems
 6 include, but are not limited to: system freezing;¹⁸² unresponsive and inaccurate navigation system;¹⁸³
 7 backup camera freezes;¹⁸⁴ slow response to voice commands;¹⁸⁵ difficulty connecting and using
 8 phone with Bluetooth;¹⁸⁶ and difficulty playing music through the USB drive.¹⁸⁷ He ran several
 9 software updates and notified several personnel at the dealership of problems he was experiencing
 10 with the MyFord Touch system on multiple occasions and those problems were never fully
 11 resolved.¹⁸⁸

13 **b. Nuala Purcell**

14 62. Nuala Purcell resides in Yonkers, New York. She leased a 2011 Edge SEL (VIN:
 15 2FMDK4JC3BBA44499) on November 23, 2010 from Schultz Ford, in Nanuet, New York.¹⁸⁹
 16 Beginning on that date, Purcell has encountered many issues with the MyFord Touch system in her
 17 Edge, including: the Bluetooth phone connection failed to operate; the MyFord Touch system failed
 18 to recognize Plaintiff’s peripheral devices, including Plaintiff’s iPod Touch, Samsung Sidekick, and
 19 MP3 player; the GPS navigation function would suddenly and without prompting re-route to a new
 20 or previously inputted route, or would fail to respond to input or otherwise fail to operate; the radio
 21

22 ¹⁸⁰ Ex. 110, Miller Dep. at 7:5-8.

23 ¹⁸¹ *Id.* at 83:17-18, 91:1, 100:19-21.

24 ¹⁸² *Id.* at 19:3-20:16.

25 ¹⁸³ *Id.* at 11:20-21, 12:11-13:9, 15:6-20.

26 ¹⁸⁴ *Id.* at 61:11-19.

27 ¹⁸⁵ *Id.* at 14:1-12.

28 ¹⁸⁶ *Id.* at 22:9-24:24, 32:6-33:6, 35:17-22.

¹⁸⁷ *Id.* at 42:2-43:15, 65:6-17.

¹⁸⁸ *Id.* at 208:2-210:6.

¹⁸⁹ Ex. 111, PURCELL-000018-22; Ex. 112, PURCELL-000023-24; Ex. 113, PURCELL-000031-32.

1 function would fail to respond to input and freeze on one station; non-responsiveness to voice
 2 commands; non-responsiveness to steering wheel commands. These problems were continual and
 3 ongoing throughout the duration of her lease, and were never corrected.¹⁹⁰ She took the Edge in for
 4 servicing of these issues to Scarsdale Ford (Scarsdale, New York) on several occasions beginning in
 5 early 2011, as well as on February 28, 2012, March 22, 2012, and August 1, 2012. The technicians
 6 at Scarsdale Ford installed software updates to her MyFord Touch system, but these updates failed to
 7 resolve the problems.¹⁹¹ She no longer possessed the vehicle at the commencement of this lawsuit,
 8 and so the vehicle was not inspected as part of this lawsuit. Plaintiff returned the Edge in accordance
 9 with her lease obligation following the expiration of the lease term (April 23, 2013).¹⁹²

10 **8. North Carolina**

11 63. Plaintiff Daniel Fink resides in Raleigh, North Carolina. He bought a 2013 Ford
 12 Explorer (VIN: 1FM5K7F95DGB36910) on November 30, 2012, from Dunn Benson Ford in Dunn,
 13 North Carolina.¹⁹³ Beginning around January 1, 2013, he encountered many issues with the MyFord
 14 Touch system in the Explorer, including: system lockup or total system failure; non-responsiveness
 15 to peripheral devices, including Plaintiff's Motorola Bionic device; lockup or total failure of GPS
 16 navigation system; and consistent malfunctioning of sensor in back-up camera. These problems have
 17 occurred continuously since January 1, 2013. On August 2, 2013, he brought the Explorer in for
 18 servicing relating to those MyFord Touch problems to CrossRoads Ford Cary in Cary, North
 19 Carolina. Although the technicians at CrossRoads Ford Cary installed a software update to his
 20 MyFord Touch system, as well as a new navigation chip, they were unable to resolve the problems
 21 described above.¹⁹⁴ His Explorer was made available for inspection by Ford on May 18, 2015.

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 25 ¹⁹⁰ See Ex. 114, Purcell Dep. at 112:16-23, 120:5-10, 120:24-121:7, 128:17-129:21, 132:4-21,
 134:2-8, 148:13-23, 149:11-19, 151:6-10, 151:16-24, 154:7-22, 155:13-25, 165:18-25.

26 ¹⁹¹ Ex. 115, PURCELL-000001-3; Ex. 116, PURCELL-000006; Ex. 117, PURCELL-000009-11.

27 ¹⁹² Ex. 118, PURCELL-000004.

28 ¹⁹³ Ex. 119, FINK-000007-13.

¹⁹⁴ Ex. 120, FINK-000014-15.

1 **9. Ohio**

2 64. Plaintiff James Miskell resides in Mentor, Ohio. He bought a 2013 Escape (VIN
3 #1FMCU9GXDUB69260) on March 7, 2013, from Klagen Ford, Inc., in Kent, Ohio.¹⁹⁵ He
4 encountered many issues with the MyFord Touch system in the vehicle, including: system lockup,
5 reset or total system failure, often three or more times per day; temporary lockup or total failure of
6 GPS navigation system (*e.g.*, GPS freezes or takes up to 10 minutes to calculate a route); non-
7 responsiveness to peripheral devices, including Miskell's iPhone 4S and iPhone 5S devices;
8 Bluetooth connectivity frequently unavailable; Travel Link service often unavailable; and USB
9 connectivity frequently unavailable.¹⁹⁶ These problems have occurred continuously since April
10 2013. On June 14, 2013, Miskell brought the car for servicing relating to the above MyFord Touch
11 problems to Classic Ford in Mentor, Ohio. Although the technicians at Classic Ford performed a
12 master reset of the MyFord Touch system in Plaintiff's Subject Vehicle and rebooted the system's
13 APIM, they were unable to resolve the problems described above.¹⁹⁷

14 **10. Texas**

15 **a. Michal Ervin**

16 65. Michael Ervin resides in Deer Park, Texas. He bought a 2013 C-MAX SEL (VIN #
17 1FADP5BU3DL50491) on October 13, 2012 from AC Collins Ford, in Pasadena, Texas.¹⁹⁸
18 Beginning around November 1, 2012, he encountered a number of issues with the vehicle, including:
19 system lockup or total system failure; non-responsiveness to peripheral devices, including Ervin's
20 iPhone 4S, iPhone 5, and Nokia Lumia 810 devices; Bluetooth connectivity failed to operate; system
21 became non-responsive after hardware requests for voice interface; and rearview camera system
22 would remain on even after the car was in drive and moving forward. These problems occurred
23 continuously since November 2012 throughout the duration of his ownership of the C-MAX.¹⁹⁹ He
24

25 ¹⁹⁵ Ex. 121, MISKELL-001809.

26 ¹⁹⁶ Ex. 122, MISKELL-001892-1893.

27 ¹⁹⁷ Ex. 123, MISKELL-001795.

28 ¹⁹⁸ Ex. 124, ERVIN-0000001; Ex. 125, ERVIN-000014-16; Ex. 126, ERVIN-000039-40; Ex.
127, ERVIN-000150-155.

¹⁹⁹ Ex. 128, ERVIN-000068; Ex. 129, ERVIN-000072-75; Ex. 130, Ervin Dep. at 300:12-302:14.

1 tried to update the software of his MyFord Touch system on several occasions, but the update files
 2 made available at Ford's MyFord Touch website failed to update his MyFord Touch system
 3 properly.²⁰⁰ As a result, he brought his C-MAX in for servicing relating to the above MyFord Touch
 4 problems to AC Collins Ford in Pasadena, Texas, on a number of occasions starting in late 2012 and
 5 continuing through the duration of Plaintiff's ownership of the Subject Vehicle. The technicians at
 6 AC Collins Ford were unable to resolve the problems described above.²⁰¹ He sold the C-MAX to
 7 Mazda of Clear Lake in Clear Lake, Texas, in August 2013.²⁰²

8 **b. Jose Randy Rodriguez**

9 66. Jose Randy Rodriguez resides in Harlingen, Texas.²⁰³ In May 2011, he bought a 2012
 10 Ford Focus Titanium from Tipton Ford in Brownsville, Texas.²⁰⁴ He has experienced numerous
 11 problems while trying to operate the MyFord Touch system that was installed in his vehicle. These
 12 problems include, but are not limited to: system freezing up;²⁰⁵ backup camera freezes or doesn't
 13 function;²⁰⁶ unresponsive and inaccurate navigation system;²⁰⁷ non-responsiveness to voice
 14 commands;²⁰⁸ difficulty playing music through Bluetooth and USB drive;²⁰⁹ and Bluetooth
 15 connectivity issues and disconnecting during use.²¹⁰ Rodriguez brought his Focus to the dealership
 16 for repairs on multiple occasions and performed several software updates, but the problems with the
 17 MyFord Touch system were never fully resolved.²¹¹

20 ²⁰⁰ Ex. 130, Ervin Dep. at 195:21-196:9.

21 ²⁰¹ Ex. 131, ERVIN-000041, ERVIN-000044, ERVIN-000047-49, ERVIN-000053, ERVIN-
 22 000056, ERVIN-000062, ERVIN-000065, ERVIN-000068, ERVIN-000072, ERVIN-000075.

23 ²⁰² Ex. 130, Ervin Dep. at 150:22-151:4.

24 ²⁰³ Ex. 132, Rodriguez Dep. at 9:21-23.

25 ²⁰⁴ *Id.* at 71:5-10; 91:16-17.

26 ²⁰⁵ *Id.* at 206:19-21.

27 ²⁰⁶ *Id.* at 207:20-25.

28 ²⁰⁷ *Id.* at 211:4-212:6, 218:24-220:13.

²⁰⁸ *Id.* at 207:8-9, 208:6-17.

²⁰⁹ *Id.* at 189:23-190:2, 192:16-193:3, 205:17-22, 289:20-290:11.

²¹⁰ *Id.* at 208:18-209:6, 286:2-7.

²¹¹ *Id.* at 186:24-188:2, 264:11-265:4, 299:19-23.

1 **11. Virginia**

2 **a. James Connell**

3 67. Jason Connell resides in Silver Spring, Maryland.²¹² He ordered his 2011 Lincoln
4 MKX in September 2010 from Ourisman World of Ford Sales, Inc. in Alexandria, Virginia, and took
5 possession of it in October 2010.²¹³ Connell has experienced numerous problems while trying to
6 operate the MyLincoln Touch system that was installed in his vehicle. These problems include, but
7 are not limited to: the system locking up while using navigation;²¹⁴ system locking up while using
8 Bluetooth;²¹⁵ rearview camera freezing;²¹⁶ and the Bluetooth both not connecting properly with the
9 phone and dropping calls during phone use.²¹⁷ Connell brought his Lincoln to the dealership for
10 repairs on multiple occasions and performed several software updates, and the problems with the
11 MyLincoln Touch system were never fully resolved.²¹⁸

12 **b. Henry Miller-Jones**

13 68. Henry Miller-Jones resides in Vestal, New York, after moving there in June 2015
14 from Reston, Virginia. He bought a 2013 Ford Fusion AWD (VIN #3FA6P0D9XDR289396), on
15 April 20, 2013, from Ted Britt Ford in Fairfax, Virginia.²¹⁹ Beginning in or around late April 2013,
16 he encountered many issues with the MyFord Touch system in the vehicle, including: system lockup
17 or total system failure; non-responsiveness to peripheral devices, including Plaintiff's iPhone 4S and
18 iPhone 6, and iPod Classic devices; non-responsiveness to touch commands; non-responsiveness to
19 voice commands; the USB drive would not function properly and would fail to read or index MP3
20 audio files, or would read such files incorrectly; and the GPS function fails to operate (*e.g.*, cursor
21 sticks in single location and does not permit entry of addresses not in immediate area). These
22

23 ²¹² Ex. 133, Connell Dep. at 10:7-8.

24 ²¹³ *Id.* at 17:17-18, 76:18-25, 170:7-9, 170:24-171:6.

25 ²¹⁴ *Id.* at 20:6-21.

26 ²¹⁵ *Id.* at 26:4-6.

27 ²¹⁶ *Id.* at 18:24, 73:8-10.

28 ²¹⁷ *Id.* at 18:21-22, 57:19-23.

²¹⁸ *Id.* at 238:12-239:17, 247:17-249:4, 253:7-16, 265:3-11, 270:14-21, 286:3-288:7,
288:22-289:7.

²¹⁹ Ex. 134, MILLER-JONES-000028-30.

1 problems have occurred continuously since April 2013.²²⁰ On July 23, 2013, he brought the Fusion
 2 in for servicing relating to the above MyFord Touch problems to Ted Britt Ford in Fairfax,
 3 Virginia.²²¹ The technicians at Ted Britt Ford were unable to resolve the problems described above.
 4 He brought his Fusion for servicing related to MyFord Touch to Ted Britt Ford on at least three
 5 further occasions between April 2013 and August 2013. The software in the MyFord Touch system
 6 was updated, either by him or by Ted Britt Ford, on the following dates: April 1, 2013 (Gen. 2
 7 v.3.5.1); May 17, 2013 (Gen. 2 v.3.5.1); August 6, 2013 (Gen. 2 v.3.6.2).²²² Following the August 6,
 8 2013 update, certain problems described above appear to have subsided. The USB drive in
 9 Plaintiff's MyFord Touch system now seems to function appropriately; and most telephone numbers
 10 appear to properly transfer from Plaintiff's iPhone to MyFord Touch, although new contact entries
 11 still frequently fail to transfer. But certain other problems with his MyFord Touch system, including
 12 problems relating to the MyFord Touch GPS system and the system's non-responsiveness to touch
 13 commands, recur presently. On June 10, 2015, he took his Fusion for further MyFord Touch-related
 14 servicing to Ted Britt Ford, but the technicians were unable to resolve the problems that were
 15 previously identified.²²³ His Fusion was made available for inspection by Ford on May 20, 2015.

16 **12. Washington**

17 69. Leif Kirchoff resides in Bainbridge Island, Washington.²²⁴ He bought his 2013 Ford
 18 F-250 in February 2013 from Bickford Ford in Snohomish, Washington.²²⁵ He has experienced
 19 numerous problems while trying to operate the MyFord Touch system that was installed in his
 20 vehicle. These problems include, but are not limited to: system lockup, with the screen either
 21 becoming unresponsive or going black;²²⁶ periodic non-responsiveness to peripheral devices;²²⁷

23 ²²⁰ Ex. 135, MILLER-JONES-000020-22.

24 ²²¹ Ex. 137, MILLER-JONES-000011-13, Ex. 139, WLN3 000981-985.

25 ²²² Ex. 136, MILLER-JONES-000001-8; EX. 197, Miller-Jones Dep. at 166:15-167:20, 302:21-303:15.

26 ²²³ Ex. 136, MILLER-JONES-000001-8; Ex. 137, MILLER-JONES-000011-13; Ex. 138, WLN3 000950-952; Ex. 139, WLN3 000981-985.

27 ²²⁴ Ex. 140, Kirchoff Dep. at 8:13-15.

28 ²²⁵ *Id.* at 35:16-36:1, 56:20-22.

²²⁶ *Id.* at 131:10-14, 132:22-133:5.

1 Bluetooth connectivity issues;²²⁸ rearview camera problems;²²⁹ inaccurate or missing navigation
2 data;²³⁰ and inability to properly stream music.²³¹ Kirchoff brought his F-250 to the dealership for
3 repairs on multiple occasions and the problems with the MyFord Touch system were never fully
4 resolved.²³²

5
6 **VIII. DESPITE TRYING FOR YEARS TO FIX MFT, FORD KNEW ITS UPDATES DID NOT CURE THE DEFECTS, UNTIL AT LEAST AUGUST 2013**

7 **A. The MFT Base Software Was So Defective That For Years Ford Had Hundreds of**
8 **People Working Full Time Just Trying to Make it Run Correctly**

9 70. According to Gary Jablonski (Ford’s Manger, Infotainment Systems), Ford had a
10 [REDACTED]
11 [REDACTED]

12 [REDACTED] The effort was extraordinary, but as demonstrated
13 above and in further detail below, the results were not. The software defects were too deeply
14 ingrained, at an architectural level, to be remedied by anything short of a complete overhaul.

15 **B. From 2010 through 2011, Ford Made Numerous Attempts at Quick Fixes, Which It**
16 **Knew Did Not Actually Fix the Base Software**

17 71. In late 2010 and 2011, Ford released seven revisions of the MFT Base Software.²³⁵
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21
22 ²²⁷ *Id.* at 113:11-17.

23 ²²⁸ *Id.* at 114:10-13.

24 ²²⁹ *Id.* at 123:2-17.

25 ²³⁰ *Id.* at 125:25-126:4, 128:16-129:11, 134:17-135:3, 173:1-10.

26 ²³¹ *Id.* at 92:22-93:8, 96:5-10.

27 ²³² *Id.* at 138:9-20, 186:24-188:5, 188:15-189:7, 190:4-17.

28 ²³³ Ex. 19, Jablonski Dep. at 116:13-117:7.

²³⁴ Ex. 10, Ostrowski Dep. at 41:21-42:5.

²³⁵ Ex. 12 (Jablonski Dep. Ex. 1129).

²³⁶ Ex. 141, WLN2-00654955 & WLN2-00654959 (Jan. 27, 2011 email and attachment).

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72. [REDACTED]

73. [REDACTED]

[REDACTED]

74. [REDACTED]

²³⁷ Ex. 142, WLN2-00658900.
²³⁸ Ex. 143, WLN2-00181490 & WLN2-00181492 (Feb. 25, 2011 email and attachment; *see esp.* WLN2-00181493).
²³⁹ Ex. 144, WLN1-4132818.
²⁴⁰ Ex. 145, WLN2-02641906 (Jan. 31, 2011 presentation).
²⁴¹ Ex. 146, WLN2-00215512.
²⁴² Ex. 147, WLN1-0102173 & WLN1-102174 [REDACTED]

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[REDACTED]

[REDACTED]

76. And there was nothing to offer customers who had purchased new vehicles only to find that their MFT was defective. [REDACTED]

[REDACTED]

77. That continued to be the case beyond 2011, as well, even though Ford decided that it could not count on BSquare to resolve the key MFT defects, and brought in Microsoft to re-engineer the Base Software. Microsoft’s versions of MFT’s Base Software were at most only a marginal improvement, because they were built on the same defective, and uncorrected, software architecture that had plagued earlier versions of the Base Software.

²⁴³ Ex. 3, WLN1-4305508 (emphasis added).

²⁴⁴ Ex. 148, WLN1-4304094, at WLN1-4304095 (emphasis added). [REDACTED]

Id.

²⁴⁵ Ex. 149, WLN1-4323495 (emphasis added).

²⁴⁶ Ex. 1, WLN1-4143296 at WLN1-4143297.

²⁴⁷ Ex. 150, WLN1-0186119 (Oct. 10, 2011 email).

1 **C. In the Hopes of Righting the Ship, Ford Hired Microsoft to Take the Lead in Writing**
2 **Code, But Continued Releasing Software Revisions It Knew Were Defective**

3 78. In the spring of 2011, Ford hired Microsoft to oversee revisions, and hopefully the
4 improvement, of the MFT Software.²⁴⁸ But as demonstrated below, Microsoft was unable to
5 meaningfully improve the software, and Ford continued releasing revised software that it knew was
6 still defective.

7 **1. Version 3.0 / [REDACTED]**

8 79. The first Microsoft-branded revision of the MFT Base Software was known as
9 Version 3.0, or “[REDACTED],” and was also known internally by the code name

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 ²⁴⁸ See, e.g., Ex. 19, Jablonski Dep. at 28:21-29:20.

24 ²⁴⁹ Ex. 12 (Jablonski Dep. Ex. 1129).

25 ²⁵⁰ Ex. 151, WLN2-00360857.

26 ²⁵¹ Ex. 2, WLN2-00026702. See also Ex. 20, Bragg Dep. at 109:14-112:9

27 [REDACTED]
28 [REDACTED]

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[REDACTED]

[REDACTED]

81. In late September 2011, Ford engineers had the following exchange with Microsoft and BSquare engineers:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁵² Ex. 34, WLN2-01318911 at WLN2-01318912. See also Ex. 35, Reitz Dep. (Rough Tr.), 129:12-131:20.

²⁵³ Ex. 152, WLN1-4225711. See also Ex. 19, Jablonski Dep. at 111:18-112:19 [REDACTED]

²⁵⁴ Ex. 153, WLN2-00158902 at WLN2-00158903-904 (emphasis added).

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[REDACTED]

[REDACTED]

82.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

83.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

84.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁵⁵ Ex. 154, WLN2-00186184.

²⁵⁶ Ex. 155, WLN2-00158860 at WLN2-00158861 (10/7/2011 email).

²⁵⁷ Ex. 156, WLN2-00179055

[REDACTED]

²⁵⁸ Ex. 149, WLN1-4323495 at WLN1-4323496.

²⁵⁹ *Id.* at WLN1-4323495 (emphasis added).

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[REDACTED]

[REDACTED]

85. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

86. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁶⁰ Ex. 157, WLN1-4144590.
²⁶¹ *Id.*
²⁶² Ex. 158, WLN1-0438710 at WLN1-438711.
²⁶³ *Id.*
²⁶⁴ Ex. 159, WLN1-4174260 at WLN1-4174261.
²⁶⁵ *Id.* at WLN1-4174260.

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[REDACTED]

[REDACTED]

87. [REDACTED]

[REDACTED]

[REDACTED]

88. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Version 3.2 / [REDACTED]

89. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁶⁶ See section VI.B.1., *supra*.

²⁶⁷ Ex. 160, WLN1-4174223 at WLN1-4174224-225 (emphasis added).

²⁶⁸ Ex. 161, WLN2-00367506.

²⁶⁹ *Id.*

²⁷⁰ Ex. 12 (Jablonski Dep. Ex. 1129).

²⁷¹ Ex. 162, WLN2-00054144 at WLN2-00054145.

²⁷² Ex. 163, WLN1-0385555.

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91. [REDACTED]

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92. [REDACTED]

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[REDACTED]

²⁷³ Ex. 30, WLN2-01712466. [REDACTED]

[REDACTED] See Ex. 12 (Jablonski Dep. Ex. 1129).

²⁷⁴ Ex. 31, WLN1-4203599 (Jul. 17, 2012 email from Gary Jablonski).

²⁷⁵ Ex. 164, WLN1-4205520 at WLN1-4205529 (emphasis added).

²⁷⁶ Ex. 165, WLN1-4217793 (Sept. 27, 2012 email).

²⁷⁷ Ex. 166, WLN1-1935219 at WLN1-1935222.

²⁷⁸ *Id.* [REDACTED]

²⁷⁹ *Id.* at WLN1-1935231.

²⁸⁰ *Id.* at WLN1-1935232-238. [REDACTED]

1 **3. Version 3.5 /** [REDACTED]

2 93. In early November 2012, Ford released version 3.5 of the MFT Base Software, which
3 was also known internally as the [REDACTED] [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 94. [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 95. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 ²⁸¹ Ex. 12 (Jablonski Dep. Ex. 1129).
27 ²⁸² Ex. 167, WLN2-01132945.
28 ²⁸³ Ex. 168, WLN2-00172798.
 ²⁸⁴ Ex. 169, WLN1-4206133 at WLN1-4206135.

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[REDACTED]

[REDACTED]

²⁸⁵ Ex. 170, WLN1-4206868 at WLN1-4206869 (emphasis added).

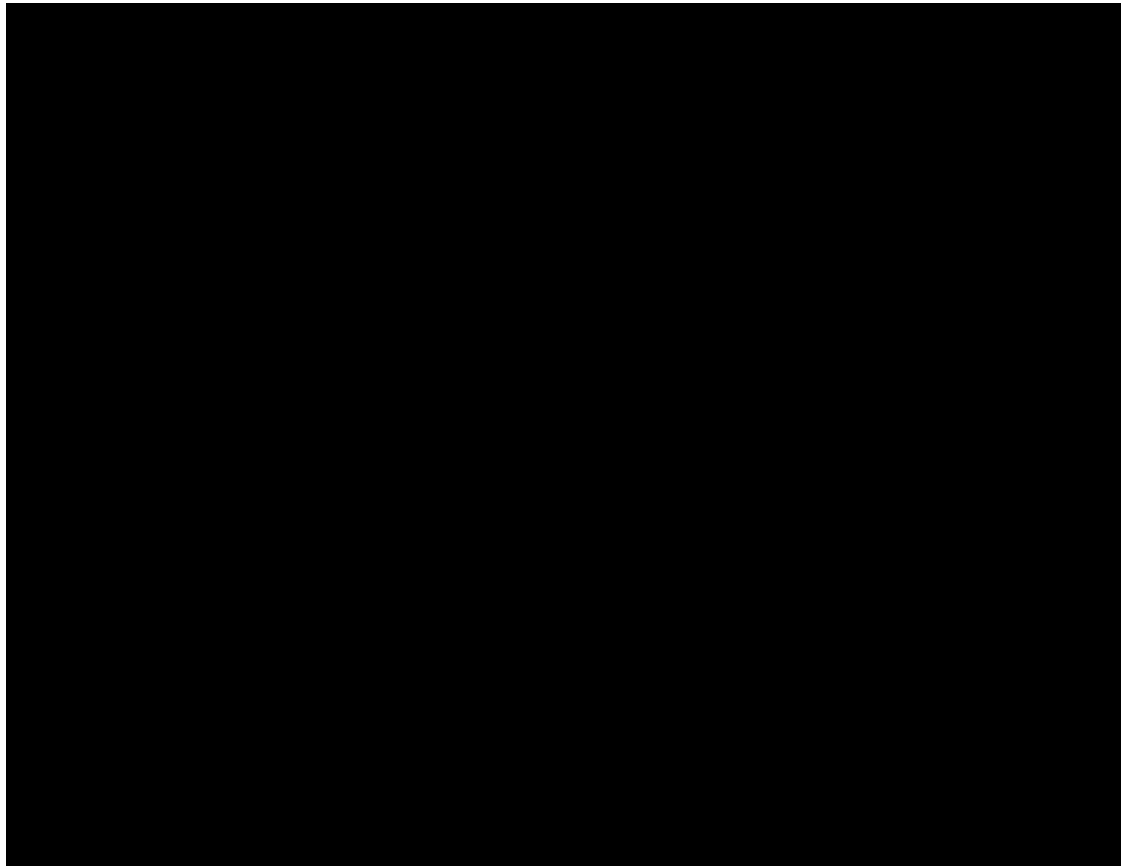
²⁸⁶ Ex. 4, WLN2-01623818 & WLN2-01623820.

²⁸⁷ *Id.* at WLN2-01623820.

²⁸⁸ *Id.* at WLN2-01623822.

²⁸⁹ *Id.* at WLN2-01623823.

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97. [Redacted]

[Redacted]

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[Redacted]

[Redacted]

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²⁹⁰ Ex. 33, WLN2-01135983 at WLN2-01135990 (emphasis added).

²⁹¹ Ex. 171, WLN1-816363.

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[REDACTED]

²⁹² Ex. 172, WLN1-0707879 at WLN1-707879-880.

²⁹³ Ex. 173, WLN2-00198688.

²⁹⁴ Ex. 174, WLN1-4217661 & WLN1-4217662 (emphasis added).

²⁹⁵ Ex. 175, WLN2-00125677 [REDACTED]

[REDACTED]

²⁹⁶ Ex. 176, WLN2-02280296.

²⁹⁷ *Id.* (emphasis added).

²⁹⁸ *See, e.g.*, Ex. 68, WLN2-00372324 [REDACTED]

[REDACTED]

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[REDACTED]

IX. THERE WAS NO WAY FOR A REASONABLE CONSUMER TO UNDERSTAND THE DEFECTIVE NATURE OF MFT, OR THAT FORD HAD NO AVAILABLE REPAIR

101. Without notice or explanation from Ford, there was absolutely no way for a reasonable consumer to understand the depths of the problems with MFT’s Base Software, or that Ford and its dealers did not have any way to repair their vehicles. [REDACTED]

[REDACTED]

102. Of course, as explained above, not even Ford truly knew all of the problems with MFT’s Base Software. Ford did not address the base architectural issues, could not measure the software’s performance or accurately track bugs, and could not even assess the software’s stability. Moreover, even Ford’s most powerful executives could not get the system to work in their cars or get anyone to diagnose what was wrong with it, much less get it fixed.³⁰³ There was no way a

[REDACTED]

²⁹⁹ Ex. 178, WLN1-3284822.
³⁰⁰ See generally Ex. 166, WLN1-1935219.
³⁰¹ Ex. 179, WLN2-00204713.
³⁰² Id. at WLN2-00204715.
³⁰³ See section VI.B., supra.

1 reasonable consumer (or even an unusually sophisticated one) was going to be aware of, let alone
2 understand, the depth of the problems with MFT’s Base Software.

3 **X. THE DEFECTS IN MFT’S BASE SOFTWARE CREATED SAFETY HAZARDS**

4 103. Although Ford has long maintained that MFT was a “convenience” feature, and not
5 one that impacted the safety of their vehicles, common sense, Ford’s own documents, and Plaintiff’s
6 expert also demonstrate otherwise.

7 **1. Ford designed MFT to enhance the safety of its vehicles.**

8 104. Ford was well aware that how drivers use their phones and other devices on their
9 vehicles impacted how safely those drivers operated their vehicles. In fact, Ford designed MFT to
10 *enhance* the safety of its vehicles. [REDACTED]

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 105. [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 _____
26 ³⁰⁴ Ex. 180, WLN2-02694696 & WLN2-02694698 at WLN2-02694717.

27 ³⁰⁵ Ex. 181, WLN2-02694603 & WLN2-02694605 at WLN2-02694614 (comments of Derrick Kusak).

28 ³⁰⁶ *Id.* at WLN2-02694615 (comments of Derrick Kusak). *See also, e.g., id.* at WLN2-02694623 (comments of Jim Buczkowski: [REDACTED])

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106. [REDACTED]

[REDACTED]

[REDACTED]

107. [REDACTED]

[REDACTED]

108. Although Ford does not acknowledge the point, MFT actually made driving *less* safe because it was defective and prone to malfunction. The malfunctions would distract drivers, and would hold their phones in their hands because they could not place a call with MFT. This is simply common sense. It is also a point made even clearer by the report of Plaintiffs' expert on this issue, Craig Rosenberg.

XI. EVEN KNOWING OF ALL OF THESE PROBLEMS, FORD CHARGED A PREMIUM FOR MFT, AND PLAINTIFFS WILL PROVE DAMAGES WITH COMMON EVIDENCE AND COMMON METHODOLOGIES

109. [REDACTED]

[REDACTED]

³⁰⁷ Ex. 182, WLN1-3228237 & WLN1-3228240 at WLN1-322842.
³⁰⁸ Ex. 183, WLN2-01089372.
³⁰⁹ See section VI.A.
³¹⁰ See section VII.B.1.

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[REDACTED]

110. [REDACTED]

[REDACTED] But Plaintiffs nonetheless can and will prove, using a common methodology and common evidence, the amount by which Class members were damaged, as described in the expert reports of Stefan Boedeker and Jonathan Arnold.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 28th day of January, 2016, at Seattle, Washington.

/s/ Steve W. Berman
STEVE W. BERMAN

³¹¹ Ex. 184, WLN1-3211988 at WLN1-3211989, WLN1-3212011.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was filed electronically via the Court's ECF system, on January 28, 2016. Notice of electronic filing will be sent to all parties by operation of the Court's electronic filing system.

DATED: January 28, 2016

HAGENS BERMAN SOBOL SHAPIRO LLP

By: /s/ Steve W. Berman
 STEVE W. BERMAN

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