

Court File No. CV-15-539855-00-CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**REBECCA ROMEO, JOE ROMEO, DIANE BÉLAND,
ELYSE CHOINIERE, LINDA GOODMAN, AND TRACY CORSI**

Plaintiffs

- and -

**FORD MOTOR COMPANY and
FORD MOTOR COMPANY OF CANADA, LIMITED**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF GLENN BRANDYS (Sworn April 13, 2017)
(Motion for Certification)**

I, Glenn Brandys, of the City of Toronto, in the Province of Ontario, make oath and say:

1. I am a lawyer with the law firm Charney Lawyers P.C., counsel for the plaintiffs in this action, and as such I have knowledge of the matters in this affidavit. Where I do not have firsthand knowledge, I have specified the source of the information and I hereby state that I verily believe such information to be true.

Interactive website and class member data

2. Charney Lawyers P.C. has a webpage in both English and French dedicated to this action whereby proposed class members may complete and submit a registration form. Screen captures of the webpages in English and French are attached hereto as **Exhibit "A"**.

3. The registration form includes a number of objectively based questions to elicit basic personal information, the make and model of the vehicle and the registrant's experience with his or her car. Attached hereto as **Exhibit "B"** are copies of the registration form in English and French.

4. I have reviewed the registrations. As of the swearing of this affidavit, there are over 1,800 registrants for both the Focus and Fiesta who listed a Canadian address: 1,267 Ford Focus and 587 registrants related to the Ford Fiesta.

5. The number of registrants per province is as follows:

| Province | Ford Focus entries | Ford Fiesta entries |
|---------------------------|---------------------------|----------------------------|
| Alberta | 81 | 49 |
| British Columbia | 103 | 79 |
| Manitoba | 32 | 13 |
| New Brunswick | 41 | 23 |
| Newfoundland and Labrador | 33 | 18 |
| Nova Scotia | 112 | 44 |
| Ontario | 750 | 301 |
| Prince Edward Island | 8 | 2 |
| Quebec | 79 | 48 |
| Saskatchewan | 28 | 12 |
| TOTAL | 1,267 | 587 |

6. The registration form provides fields for registrants to describe the transmission problems, safety concerns, and repair history for their Class Vehicles.

7. One of the fields states “[h]ave you experienced any performance and/or safety issues with the PowerShift dual clutch transmission?”, and the follow-up question states “[i]f so, please describe the nature of the performance and/or safety issues you experienced with the PowerShift dual clutch transmission.” Of the total registrants, only 0.5% selected “no” for the first question.

8. In the registration form, there is a question which asks “[d]o you consider it safe to drive the vehicle?” For both the Focus and Fiesta registrants, approximately 79% of respondents answered “no”.

9. Some registrants provided the following anecdotal accounts in response to these questions regarding the transmission problems and safety concerns. I am advised by having read the anecdotal accounts described below and verily believe the accounts to be true:

- (a) “The vehicle cuts out upon acceleration cannot depend on acceleration when pulling out in traffic, making left hand turns etc. The vehicle skips, jerks, runs very rough. You cannot trust when the vehicle will accelerate or not, very dangerous to drive in heavy traffic.”
- (b) “My first clutch was replaced 6 months after purchasing the vehicle... I've had 9-10 clutches replaced in my vehicle. It doesn't shift smooth, loses power going up hills, shudders when taking off, as well shoots forward at times when stopped when I push on the gas.”
- (c) “Car often shudders when changing gears, specifically when at a low RPM; and has come close to stalling at times. Car often jerks when coming to a stop, and does not engage well. Transmission makes sound similar to a tin can being crushed when changing gears.”
- (d) “My car now has only 52,000km on it and I have already had my clutch replaced 3 times and just had my whole transmission replaced also.”

- (e) “Harsh shuddering when starting off between first and second gear. Failure to accelerate forward (total loss of energy) when starting off thus creating a real concern when trying to decide when to make a turn into flowing traffic. My wife has back problems and cannot ride in this car due to the shuddering which further aggravates her condition.”
- (f) “As of September 2016 the PowerShift dual clutch transmission will have been replaced 4 times by Ford. Every time the clutch has been replaced has been due to extreme shuddering while shifting through low gears. This is most prominent when returning to city driving after highway driving.”
- (g) “when trying to pass cars I would put my foot on the gas to pass them quickly and find my car hardly even attempting to accelerate sometimes nearly causing collisions. I would stop at an intersection and then attempt to turn onto another road and find my car shaking and rattling almost as if it were about to stall, sometimes it would stop altogether in the middle of an intersection with oncoming traffic having to drive around my car. Driving down a straight road my car forgets to shift, my rpm’s go nearly in the red at times and then suddenly it jerks again and its back to “normal”. My car also rolls back on hills, I have to hold the brake quite hard to prevent this when pulling forward from a stop my car almost always seems like it’s about to stall. between 60km and 80km there are a lot of strange rattling noises and it shifts up and down continually at this time. My car went through a few weeks where it would sometimes not start and I would have to change gears to get it to start, I had to be at work and ended up stranded and had to pay to have my car towed an hour away to the dealership where they had my car for over a week to do a clutch switch repair or something along those lines...”
- (h) “To date my car has had the clutch replaced 3 times. My car is currently in for repair again due to the same issue. This is all in the span of two years. Feb 7th 2016 my car was jerking and would not go above 40km per hour. I was on a busy highway in Toronto the 401 which is extremely dangerous.”
- (i) “Very poor shifting between all gears causing the vehicle to shutter violently. Transmission module has been reset twice and has made no improvements to the performance. When speaking with the Ford technicians, they acknowledge the issues with these transmissions and wished that Ford had not used this setup.”
- (j) “From the beginning, there has been shaking, shuddering, hesitation especially in lower gears. These problems were brought to the attention of the dealership and addressed via "software updates". On July 6, 2015, while turning left in a busy intersection, the engine light went on and the car would not shift gears to accelerate and then would lurch forward. I took into the dealership where they

replaced the clutch motor and performed more software updates. While this fixed the worst of the problems, the car would still, on occasion, shudder on acceleration. On April 22, 2016, a mere 9 months later, an almost identical scenario of July 6, 2015, happened. Again, turning left at an intersection, engine light went on, car would not accelerate, then would lurch forward. As I was attempting to pull off the road at a safe place, another warning light came on that the transmission was hot and to stop driving immediately. I had it towed to the dealership where they replaced the TCM, clutch assembly, seals, module and cylinder assembly. To date, it still sometimes shudders; sometimes very high RPM between lower gears; sometimes switches in and out of gear at higher speeds; and, on one occasion, while in heavy traffic, would not move out of neutral - I had to manually put in low gear for car to move.”

- (k) “I have had my clutch replaced 3 times by Ford due to shuddering upon acceleration, jerky transmission shifts, hesitation when accelerating. I have also had the TCM fail and was stranded as my vehicle would not start. I have been into Ford dealers numerous times for the same issue and the repairs are not working. They are not acknowledging that there is a bigger issue with the transmission as to what is wearing out the clutch.”
- (l) “My transmission has been replaced 3 times and the Ford dealership told me that it will be necessary to do again 1 to 2 times a year depending on my driving habits. I'm covered by the guarantee until 160 000k but after that I will no longer have the money to replace it. I'm a single mother , student et I had a bankruptcy in 2014(I kept that car at the time) so I will be unable to buy a new car with the 14k balance I have left on my Focus. I talked to the Director of Sales for Québec because I have other problems with my car. I told him my car was a "lemon" in response he told me that Canada doesn't have a law against lemons like in the USA so ... In other term I'm stuck with it. I cannot sell it, and I really need a car.”
- (m) “My car has been to Ford over 8 times or more in less than a year, the car slips, shutters, RPM always high 6 RPM, my son almost killed us in the car because he was backing up and the acceleration went crazy, he almost hit a truck parked behind him. My family was in this car. This car is unsafe and I'm afraid to drive it. I wrote Ford three times, and that company would do nothing, I took my car into the dealer to get check again and Ford would not do a diagnostic and I only have 76000, this company and their products has cause me so much stress. I can't take it any longer.”
- (n) “I purchased this 2012 Ford Focus brand new on April 13th 2014 from Discovery Ford. Since the vehicle was nearly new, the transmission / clutch has almost

consistently slipped and/or jerked violently as well as completely failed at times. Ford confirmed these instances were all manufacturers defects and new clutches and transmission repairs and have been installed on three instances: December 29, 2012, July 15, 2014 and August 28, 2015. The same issues continued and on February 17, 2016 I was told I need a new clutch installed again, for the fourth time in as many years, and it is on back order 4 - 5 months. Also on August 17, 2015 my reverse gear on my car didn't work at all after having poorly performed for several weeks previous and I had to rely on the kindness of strangers to push me and my one year old out of the mall parking spot. This has happened to me again after the last replacement as well. Also, the transmission tends to jerk so violently upon accelerating from a standstill that I am often panicked going through an intersection or turning in front of traffic as the car does not accelerate as expected, and have had several close calls. Discovery Ford has been very accommodating but Ford Canada has not. I feel that Ford Canada has been doing their best to make me feel unappreciated and unimportant and am severely concerned that once my car is out of warranty these issues will continue and will cost me many thousands of dollars a year to repair. Further, as a new mother, I feel very unsafe driving my son in this vehicle and wish to get away from this "lemon" and have my purchase price returned to me for the safety of my family. I feel I have been overly accommodating allowing this chronically reoccurring issue to haunt me consistently since the car was new...."

- (o) "Jan.2016 traded Ford Focus [2014 model] for a GM vehicle. Because of these transmission problems, the Ford Focus has been devalued!!! NO one wanted it, not even their own dealers. Was told by East Court Ford manager that Ford does not know how to fix this transmission problem!!! Work in progress .I got \$13,300.00 with 35,000 kms... I shopped around many Ford and other dealers to find out the value before trading. But the word was out about this Dual clutch problem. So many dealer would not even touch it!!! I believe I lost \$3000 to \$5000 in resale value due to this problem. In fact the manager at East Court Ford said if I purchased another Ford vehicle from him he would help me get some kind of compensation from Ford for the loss in value."
- (p) "My daughter was driving the vehicle; I was with her at the time. Going around a corner the car jerked and suddenly accelerated. She just missed going into a pole. Due to unstable nature of car it was not safe to drive. Told Ford and they said nothing wrong with it."
- (q) "when it bogs down and doesn't accelerate when trying to merge into highway traffic, it is very unsafe!"

- (r) “Because of the shaking, shuddering, stalling and overall performance I have almost been involved in numerous accidents.”
- (s) “Because when turning left while waiting for a gap in traffic, when you put your foot down the car doesn't always respond right away. There can be a three to four second delay and then the vehicle jerks. I was in a situation where I was trying to turn left at lights and this happened. I was stuck trying to turn, the car coming in front of me sounded its horn and I panicked. This could have caused an accident.”
- (t) “The jerking of the car when trying to accelerate from a low speed or from a stopped position making it difficult to accelerate causes great concern for an accident while my child is in the car. This happens on the daily and I am risking mine and my child's safety due to Ford not correcting the problem when I had first had my car in to replace the clutch.”
- (u) “I was extremely close to being involved in a serious accident when my vehicle failed to accelerate and jerked forward when turning left off Highway 97 in Quesnel, nearly getting into a head on/ side impact accident with other traffic travelling at 80+ kmph. This has been my worst experience to date; however, I have had many instances with near misses. This vehicle is impossible to predict when it will act up and is a major safety concern for the Canadian public.”
- (v) “Due to the experiences I have had with the vehicle so far I feel it is unsafe to myself and others around me. From trying to turn in a busy intersection and the car doesn't react appropriately, to the car jerking viciously to the point myself and my passengers can get a neck or head injury.”
- (w) “That is why I was forced to trade in. I was terrified that I would cause an accident or be hit because the car is unpredictable when it comes to accelerating and stopping. This vehicle is literally a death trap.”

10. In the registration form, there is a question which asks “[h]as the motor vehicle been involved in an accident as a result of a problem with the transmission in your vehicle?” The registrant can select either yes or no.

11. 52 registrants selected ‘yes’, 32 of which submitted a registration form in regards to their Ford Focus and 20 in regards to their Ford Fiesta Class Vehicles. The breakdown of ‘yes’ responses by province is as follows:

| Province | Ford Focus 'yes' response | Ford Fiesta 'yes' response |
|---------------------------|----------------------------------|-----------------------------------|
| Alberta | 2 | 1 |
| British Columbia | 3 | 3 |
| Manitoba | 2 | 0 |
| New Brunswick | 2 | 0 |
| Newfoundland and Labrador | 2 | 5 |
| Nova Scotia | 1 | 2 |
| Ontario | 18 | 9 |
| Prince Edward Island | 0 | 0 |
| Quebec | 1 | 0 |
| Saskatchewan | 1 | 0 |
| TOTAL | 32 | 20 |

12. Some registrants provided the following anecdotal accounts regarding their motor vehicle accident. I am advised by having read the anecdotal accounts described below and verily believe the accounts to be true:

- (a) 2014 Ford Focus in Ontario: "I felt what I call "clutch judder" at low speed when pulling away from a full stop. I also experienced sort of bunny hopping also at low speed. I also was involved in an accident when the car suddenly leapt forward as I was pulling into a parking space. The car jumped a curb I thought I was going to get it stopped but it still rolled into a bank window."

- (b) 2013 Ford Focus in Ontario: “Problem caused an accident where I had rapid acceleration and was unable to stop in time.”
- (c) 2013 Ford Focus in British Columbia: “Some months after I purchased this car, I had my very first car accident. I am over age 40, always had a safe driving record with no accidents. One afternoon, in busy traffic, I was preparing to stop as the car in front of me was slowing to stop at the upcoming stoplight. I pressed on the brakes, but my car did not stop. I crashed into the car in front of me and there was significant damage done to the front bumper and headlight of my car. I was so startled, upset and confused how this happened.”
- (d) 2013 Ford Focus in Alberta: “I did not connect all the dots that my car was not safe until last Friday when I was in an accident. The car in front of me slammed on her brakes and I also slammed on my brakes but my car did not respond as it should have and I rear ended her. I was upset because I reacted right and my car should have stopped but it didn't and now I'm in a car I don't feel safe in and my insurance will be going up also.”
- (e) 2012 Ford Fiesta in Ontario: “My car was in an accident and written off because of this defect. Also, before the accident it would cause the car to feel unsafe to drive at times.”
- (f) 2013 Ford Fiesta in Nova Scotia: “The car has had tremendous problems, especially when shifting between first and second gears. It's stalled as a result, and I believe the gear changing problem was the cause of a minor accident when it stalled. It was a one car accident and I managed to steer into a snow bank, avoiding children. The car has had multiple clutches installed, at least three along with other transmission work on many occasions. I stopped driving it a year ago because it was so bloody unreliable. It sits in the yard because no one wants it.”
- (g) 2013 Ford Fiesta in Ontario: “Very dangerous at intersections, merging and turning left at lights due to vehicle hesitation. My daughter was in an accident on August 29, 2016 when the car hesitated turning left at an intersection resulting in her getting broadsided by the approaching car coming from the other direction.”
- (h) 2013 Ford Fiesta in Newfoundland: “The vehicle was 'written off' in a low speed collision on Aug 18, 2015 (a day after the vehicle inspection by Ford). After a light turned green the van ahead of me started to move forward. I pressed on the gas and the Fiesta hesitated then lurched ahead. By this time the van ahead had stopped abruptly and I tried to brake but the car did not stop in time. It seemed as if the transmission was still engaged. As a result I ran into the back of the van.”

Transport Canada

Request for documents under Access to Information Act, RSC 1985, c A-1

13. Transport Canada is the Federal ministry responsible for transportation policies and administrations, and its stated role includes to ensuring air, marine, rail and road safety, as well as the safe transportation of dangerous goods. It documents and investigates potential safety defects in vehicles, tires, and child car seats.

14. On August 23, 2016, I had submitted a request on behalf of Charney Lawyers PC under the *Access to Information Act, RSC 1985, c A-1 (Access to Information Act)*, seeking Transport Canada's documents related to the Ford Fiesta and Focus models equipped with the dual clutch transmission. Attached hereto as **Exhibit "C"** is the *Access to Information Act* request to Transport Canada. To date, we have not I received any documents from Transport Canada.

15. In September, 2016, Transport Canada called Charney Lawyers PC' office to inform me that they will need additional time to fulfil the request, in part due to the large increase in complaints that they have received as of late, and followed this phone call with a letter dated September 21, 2016. There have been several phone calls, and email correspondence as recently as February 10, 2017, informing me that the request for documents is still in process. Attached hereto as **Exhibit "D"** are correspondence between Transport Canada and Charney Lawyers PC regarding the *Access to Information Act* request.

Defect Investigation

16. Under section 10 of the *Motor Vehicle Safety Act, S.C. 1993, c. 16*, companies selling or importing vehicles into Canada must notify the minister of Transport Canada and current owners of any safety defects in those vehicles:

10 (1) A company that applies a national safety mark to any vehicle or equipment, sells any vehicle or equipment to which a national safety mark has been applied or imports any vehicle or equipment of a class for which standards are prescribed shall, as provided for in the regulations, give notice of any defect in the design, manufacture or functioning of the vehicle or equipment that affects or is likely to affect the safety of any person to

(a) the Minister, on becoming aware of the defect; and

(b) the current owner and any other prescribed person, within the period provided for in the regulations.

17. Under sections 14 and 20 of the *Act*, Transport Canada has the authority to investigate and conduct research into any non-compliance of the *Act*, including conducting safety defect investigations.

18. On Transport Canada's website, there is a webpage that lists any currently active safety defect investigations. As noted on the webpage, "[t]hese investigations into potential defects are being conducted to determine whether actual safety-related defects exist within the associated group of motor vehicles, tires and child car seats."

19. I had viewed the Transport Canada web page in September, 2016, and there was no defect investigation listed for the Ford Focus or Ford Fiesta models concerning transmission issues.

20. Attached as **Exhibit "E"** is an article, entitled, "'Significant' number of problems with some Ford models prompts federal probe" by Yvonne Colbert, published by the Canadian Broadcasting Corporation News ("CBC News") on October 31, 2016. The article reports:

"Transport Canada is investigating a "significant" number of concerns over Ford Focus and Fiesta models after owners reported their cars acted erratically, in some cases jerking forward or stopping suddenly. The federal department opened what it calls a "defect investigation" in February 2016. As of Oct. 20, it has received complaints from 128 Canadians about the transmission in some 2011-2016 Ford Fiesta and 2012-2016 Ford Focus Vehicles."

21. Attached as **Exhibit “F”** is an article, entitled, “Complaints from Ford Focus, Fiesta owners to Transport Canada double in 2 weeks” by Yvonne Colbert, published by the CBC News on November 4, 2016. The article reports:

“The number of complaints about the transmission in some Ford Focus and Fiesta models has more than doubled in the past two weeks, as more and more Canadians express concerns about the safety of the vehicles.

As of Nov. 3, Transport Canada had received 322 complaints about 2011-2016 Ford Fiesta and 2012-2016 Ford Focus vehicles. The number of complaints was 128 as of Oct. 20”

22. On November 22, 2016, I again viewed the Transport Canada active defect investigations web page. The most recent defect investigation listed, with TC File No. 3280-09-24, was an investigation related to the 2011-2016 Ford Fiesta and 2012-2016 Ford Focus concerning “Loss of Propulsion in Vehicles Equipped with the DPS6, Dual-Clutch PowerShift Six-Speed Automatic Transmission”. The webpage listed the safety defect investigation as having opened in November 2016. Attached hereto as **Exhibit “G”** is a screen capture of the listed active defect investigations on Transport Canada’s website as of November 22, 2016.

23. On April 12, 2017, I again viewed the web page. The safety defect investigation TC File No. 3280-09-24 was still listed as being active. Attached hereto as **Exhibit “H”** is a screen capture of the listed active defect investigations on Transport Canada’s website as of April 12, 2017.

National Highway Traffic Safety Administration database

24. The National Highway Traffic Safety Administration (“NHTSA”) is a Federal agency in the United States dedicated to achieving the highest standards in motor vehicle and highway safety.

25. The NHTSA maintains a searchable database of safety recalls, investigations, and complaints by motor vehicle make, model, and year (“NHTSA Database”).

26. On November 22, 2016, I searched the NHTSA Database, available online through the NHTSA website.

Ford Fiesta

27. I selected Ford as the Make, Fiesta as the Model, and searched years 2011 to 2016.

28. The database lists safety-related complaints that it receives by consumers, and allows you to filter the results by component of the vehicle. While there is not a category specifically for the transmission, there is one related to the powertrain, which based on a review of the complaints, includes those complaints related to the transmission. The number of complaints for each model year of the Ford Fiesta were:

- (a) 2011 Ford Fiesta: 483 total complaints, 233 of which were for the Powertrain;
- (b) 2012 Ford Fiesta: 384 total complaints, 161 of which were for the Powertrain;
- (c) 2013 Ford Fiesta: 385 total complaints, 248 of which were for the Powertrain;
- (d) 2014 Ford Fiesta: 185 total complaints, 96 of which were for the Powertrain;
- (e) 2015 Ford Fiesta: 30 total complaints, 11 of which were for the Powertrain; and
- (f) 2016 Ford Fiesta: 3 total complaints, 1 of which was for the Powertrain.

29. The NHTSA database also provides manufacturer communications, which include notices to customers and technical service bulletins (“TSBs”) for the dealerships. Some of the manufacturer communications results related to the Dual Clutch Transmission in the Ford Fiesta.

I downloaded those communications which mentioned or referenced the Dual Clutch Transmission.

Ford Focus

30. I selected Ford as the Make, Focus as the Model, and searched years 2012 to 2016.

31. The number of safety-related complaints that the NHTSA received by consumers for the Ford Focus was as follows:

- (a) 2012 Ford Focus: 1,810 total complaints, 729 of which were for the Powertrain;
- (b) 2013 Ford Focus: 862 total complaints, 517 of which were for the Powertrain;
- (c) 2014 Ford Focus: 696 total complaints, 445 of which were for the Powertrain;
- (d) 2015 Ford Focus: 69 total complaints, 42 of which were for the Powertrain; and
- (e) 2016 Ford Focus: 15 total complaints, 7 of which were for the Powertrain.

32. Some of the manufacturer communications results related to the Dual Clutch Transmission in the Ford Focus. I downloaded those communications which mentioned or referenced the Dual Clutch Transmission.

33. Attached as **Exhibit "I"** are the copies of manufacturer communications from the NHTSA Database which mention or reference the Dual Clutch Transmission for both the Ford Focus and Ford Fiesta.

Warranty

34. Ford Canada provides a new vehicle warranty to all vehicles it sells in Canada, including the Class Vehicles. The warranty states, in part:

Your Ford New Vehicle Limited Warranty

Ford Motor Company of Canada, Limited (Ford of Canada) warrants that its authorized dealers will repair, replace or adjust those parts on Ford cars and light trucks, that are found to be defective in materials or workmanship made or supplied by Ford for the coverage periods described in the *Warranty Information* section of this Warranty Guide.

...

Powertrain Coverage

Under this New Vehicle Limited Warranty, the Powertrain Warranty Coverage covers certain components against defects in factory-supplied materials or workmanship for 5 years or 100,000 km (whichever occurs first) from the original warranty start date...The covered components listed under the Powertrain Warranty are:

...

Transmission – All internal parts; clutch cover; seals and gaskets; torque converter; transfer case (including internal parts); transmission case; transmission mounts.

Attached hereto as “**Exhibit J**” are copies of the Warranty Guide for Ford Cars and Trucks (except F-650/F-750) provided to owners of 2012 and 2014 Ford cars and trucks.

Ford Canada Customer Satisfaction Program letters to Class Members

35. Plaintiffs and prospective class members who have registered with class counsel have provided us with letters that they have received from Ford Canada regarding the Dual Clutch Transmission in their Class Vehicles. The letters either extend the warranty coverage for the parts contained in the Dual Clutch Transmission or request that the Class Vehicles are brought in to a dealership for service and repairs, or both. We have received examples of the letters below.

36. Ford Canada has sent a letter informing vehicle owners of a “no charge Customer Satisfaction Program (Program Number 14M01)”. Attached hereto as **Exhibit “K”** is a copy of a form letter. The letter states:

What are the reasons for this additional coverage?

On your vehicle, it may be possible for the PowerShift 6-speed Automatic Transmission to exhibit excessive transmission clutch shudder during light acceleration. This condition may be caused by fluid contamination of the clutch due to leaking transmission seals. See Attachment for a description of normal operating characteristics for the PowerShift 6-Speed Automatic Transmission.

In the interest of your satisfaction, Ford is providing additional coverage on the clutch and transmission input shaft seals as well as the transmission software calibration, to a total of seven (7) years or 160,000 kilometres from the warranty start date, whichever occurs first...

What will Ford and your dealer do?

If your vehicle's clutch, transmission input shaft seals, or transmission software calibration require service or replacement due to excessive transmission clutch shudder during light acceleration; and your vehicle is within the indicated time/distance limitations, Ford has authorized your dealer to service the transmission as necessary free of charge (parts and labour).

37. Ford Canada has sent a letter informing vehicle owners of a "no charge Customer Satisfaction Program (Program Number 12B37)". Attached hereto as **Exhibit "L"** is a copy of one of these letters, dated May 23, 2012. The letter states:

What is the issue?

You may experience rough or jerky automatic transmission shifts. In addition, the vehicle may experience roll back when the driver is transitioning from the brake pedal to the accelerator pedal while on a slight incline. Ford has developed calibration improvements to the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake module to address these concerns.

What will Ford and your dealer do?

In the interest of customer satisfaction, Ford has authorized your dealer to reprogram the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake System module free of charge...

...

What should you do?

Please call your dealer without delay and request a service date for Customer Satisfaction Program 12B37....

38. Ford Canada has sent a letter informing vehicle owners of a “software update...for the transmission control module (TCM)” under the label “Software Update Program 15B22”. Attached hereto as **Exhibit “M”** is a copy of one of these letters, dated September 18, 2015. The letter states:

Why are you receiving this notice?

On your vehicle with the VIN shown above, the TCM may experience electrical circuit failures causing intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power. If this condition is present and the transmission control module has not been updated with the latest software, these symptoms may become progressively worse and your vehicle may not provide a visual warning of the failure.

What will Ford and your dealer do?

For your peace of mind, Ford Motor Company has developed new software that will alert the driver of a possible TCM circuit failure before symptoms progress. Ford has authorized any Ford or Ford Lincoln dealer to update the software in your TCM free of charge (parts and labour).

...

What should you do?

Please call your dealer without delay and request a service date for Software Update Program 15B22.

39. Ford Canada has sent a letter informing vehicle owners of a “no-charge Customer Satisfaction Program” labeled “14M02”. Attached hereto as **Exhibit “N”** is a copy of one of these letters, dated August 9, 2016. The letter states:

For your peace of mind, Ford is extending the warranty coverage on the transmission control module (TCM). This increases the TCM warranty coverage to a total of 10 years or 240,000 kilometres from the warranty start date, whichever occurs first.

Note: your Vehicle may exhibit symptoms of intermittent loss of transmission engagement while driving, no-start, or lack of power, usually accompanied by an illuminated Service Engine Soon indicator on the instrument cluster.

News articles about transmission problems in Class Vehicles

40. Attached hereto as **Exhibit “O”** is an article entitled “Transmission Woes Addressed by Ford, but Too Late for Consumer Reports” by Christopher Jensen and published by The New York Times on October 26, 2011. The article states that Ford has issued technical service bulletins related to the Dual Clutch Transmission:

“In an effort to improve the performance of the 6-speed dual-clutch transmission in its 2011 Fiesta and 2012 Focus, Ford has issued several technical service bullets over the last two months.

The brand’s PowerShift transmission was cited by Consumer Reports on Tuesday as a reason for the automaker’s decline in the magazine’s annual reliability survey.

The transmission has been criticized for being slow to respond in city driving and for displaying a lethargy that suggested the engine would stall. It behaves better at highway speeds.

...

In a technical service bulleting dated Sept. 13, the automaker informed dealers that some 2012 Focuses “may exhibit various automatic transmission and engine driveability concerns.”

...

Another bulletin dated Sept. 2 advised dealers to reprogram the module on the 2011 Fiesta if consumers complained about “hesitation when accelerating from a low speed after coast down, harsh or late 1-2 upshift, harsh shifting during low-speed tip-in or tip-out maneuvers and/or engine r.p.m. flare when coasting to a stop.””

41. Attached hereto as **Exhibit “P”** is an article entitled “Ford’s Pre-emptive Strike against J.D. Power Quality Study” by Joann Muller and published by Forbes on June 19, 2012. The article discusses Ford holding a press event prior to the release of J.D. Power’s annual survey of motor vehicle reliability. The article states:

“You might recall that one of the headlines out of last year’s IQS study was that Ford had stubbed its toe badly on quality in 2011. After raking 5th in initial quality in 2010 (tops

among non-luxury brands), Ford fell to 23rd last year. It had 116 problems per 100 vehicles, up from 93 in 2010 and worse than the industry average of 107 owner-reported problems. J.D. Power identified two specific owner complaints: the complexity of the MyFord Touch communications system and a sluggish dual-clutch transmission on the Ford Fiesta and Focus.”

42. Attached hereto as **Exhibit “Q”** is an article entitled “Investigation finds hundreds of complaints about Ford transmissions” by Paul Van Osdol and published by WTAE Pittsburgh on February 6, 2014. The article discusses the news network’s investigation regarding the Ford Focus and Fiesta models, and states that it “found hundreds of people across the country saying transmissions on some recent-model Ford sedans are a safety concern”.

43. Attached hereto as **Exhibit “R”** is an article entitled “Your Next Vehicle is More Likely to Have a CVT: Here’s Why”, by Bengt Halvorson and published by The Washington Post on May 27, 2014. The article discusses different transmission alternatives to a traditional hydraulic automatic transmission. The article states:

““There are clearly a lot of issues with dual-clutch gearboxes,” said Fisher. “We don’t see a lot of them in high-volume models, and there’s a reason for that.”

“We see a lot of vehicles with jerkiness,” especially at low speed, explained Fisher. “And as the clutch wears, you end up with these situations where there’s a non-linear power delivery.”

Fisher pointed out that you need only take a cursory look at federal (NHTSA) complaint data for certain models to get an idea of how commonly dual-clutch gearboxes are malfunctioning, or at the very least misunderstood.

...

Ford has gradually improved the software controlling its PowerShift dual-clutch gearbox that’s used in the Focus and Fiesta—to the extent that it’s expected to renew its vows with them in next-generation versions. Chrysler, meanwhile, has been withdrawing from plans to put its DDCT dual-clutch gearbox in more U.S. vehicles; after a lukewarm reception, it’s only now offered in one trim level of the 2014 Dodge Dart (the Aero), and in the Fiat 500L.”

44. Attached hereto as **Exhibit "S"** is an article entitled "Car Reliability is Hurt by Some New Technologies" by Gordon Hard and published by Consumer Reports on October 20, 2015.

The article states:

"Ford's PowerShift six-speed automatic proved to have a small fuel savings over traditional manual transmissions when introduced on the 2011 Fiesta and redesigned 2012 Focus. But they have brought reliability headaches since.

"We've seen a number of brands struggle with new transmission technology," said Jake Fisher, Consumer Reports' director of automotive testing."

45. Attached hereto as **Exhibit "T"** is an article entitled "Local Woman joins class-action suit against Ford" by Grace Macaluso and published by the *Windsor Star* on November 20, 2015.

The article states:

"Shortly after purchasing the vehicle nine months ago, Carly Hunt said she received a letter from Ford's customer satisfaction program, advising her to take the car in to repair the transmission.

...

'They installed new clutches,' said Hunt. But her car was 'still having issues, shuddering during acceleration and making weird sounds.'

She returned to the dealership, which performed a software update on the vehicle. But the problems worsened, said Hunt. If she tried to make a left-hand turn, 'the car would shudder and slow almost to a crawl.'"

Proposed settlement of U.S. class action

46. A settlement is pending approval in a proposed class action, *Vargas, et al. v. Ford Motor Company*, Case No. CV12-08388 AB, which concerns similar claims to the within action for Ford Focus model years 2012-2016 and Ford Fiesta model years 2011-2016 which are equipped with the Dual Clutch Transmission. An unopposed motion for certification for the purpose of settlement and settlement approval is currently scheduled for April 24, 2017, in the United States

District Court for the Central District of California. The plaintiff's motion materials outlining the terms of settlement are attached hereto as **Exhibit "U"**.

47. I swear this affidavit in support of the plaintiff's motion for certification and for no improper purpose.

SWORN BEFORE ME at the)
)
City of Toronto, in the Province of)
)
Ontario, this 13th day of April, 2017)
)
)



(A Commissioner, etc.)



GLENN BRANDYS

REBECCA ROMEO et al.

Plaintiffs

**-and- FORD MOTOR COMPANY and
FORD MOTOR COMPANY OF CANADA, LIMITED
Defendants**

Court File No.: CV-15-539855-00-CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced in TORONTO

AFFIDAVIT OF GLENN BRANDYS


CHARNEY LAWYERS
151 Bloor St. West, Suite 890
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LAWYERS FOR THE PLAINTIFFS

Charney Lawyers

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This is Exhibit "A" referred to in the affidavit of GLENN BRANDYS sworn before me, this 13th day of April, 2017

 A commissioner for taking affidavits

Class Action

MAIN

CURRENT CLASS ACTIONS

WHAT IS A CLASS ACTION?

CLASS ACTION FEES

CLASS ACTION PARTICIPATION

SETTLED CLASS ACTIONS

Ford Dual Clutch Transmission Class Action Lawsuit

[Cliquez ici pour voir la version française de ce site.](#)

Ford PowerShift Transmission Defect

Charney Lawyers has commenced a national class action in Toronto against Ford Motor Company and Ford Motor Company of Canada Limited (hereinafter "Ford") on behalf of all residents of Canada who purchased or leased a Ford Fiesta motor vehicle for the model years 2011 to date and all residents of Canada who purchased or leased a Ford Focus motor vehicle for the model years 2012 to date manufactured by Ford equipped with a PowerShift dual clutch transmission.

If you own a Ford Focus or Fiesta, [register as a class member by clicking here and filling out the webform.](#)

This lawsuit is only on behalf of Canadian residents. Please do not register if you live outside of Canada.

The lawsuit seeks compensation of \$825 million for a defect contained in the PowerShift dual clutch transmission, which causes drivers of these vehicles to experience transmission slips, kicking, jerking, harsh engagement, sudden acceleration, delay in downshifts, delayed accelerations, the inability to accelerate, difficulty stopping the vehicle, and difficulty climbing elevated grades.

In the lawsuit, it is alleged that the PowerShift dual clutch transmission is offered as the sole automatic option in Ford Fiesta motor vehicles for the model years 2011 to date, and Ford Focus motor vehicles for the model years 2012 to date, and is marketed by Ford as a more advanced and fuel efficient hybrid between a manual transmission and an automatic transmission.

The PowerShift dual clutch transmission is essentially two manual transmissions working in parallel, each with its own independent clutch unit.

Current Class Actions

- [Yahoo! Class Action](#)
- [Bank Fees Class Action](#)
- [Ford Transmission Class Action](#)
- [Défectuosité de la boîte PowerShift de Ford](#)
- [Ashley Madison Class Action](#)
- [Bell Mobility Privacy Breach Class Action](#)
- [CHL Class Action](#)
- [Recours Collectif Contre la LCH](#)
- [X Condos Class Action](#)
- [Emerald City Class Action](#)
- [Medical Marijuana Privacy Class Action](#)
- [Peoples Trust Privacy Breach Class Action](#)
- [Ford Privacy Breach Class Action](#)
- [Lost USB Key Class Action](#)
- [Student Loans Class Action](#)
- [Matrix Towers Class Action](#)
- [Festival Tower Class Action](#)
- [IOT Solutions Class Action](#)
- [Murano Falling Glass Class Action](#)

To date, a total of over 145,000 Ford Fiesta motor vehicles for the model years 2011 to date, and Ford Focus motor vehicles for the model years 2012 to date have been sold in Canada.

It is alleged in the lawsuit that drivers of these vehicles have consistently experienced transmission slips, kicking, jerking, harsh engagement, sudden acceleration, delay in downshifts, delayed accelerations, the inability to accelerate, difficulty stopping the vehicle, and difficulty climbing elevated grades. The alleged cause of these hazardous movements or lack thereof is a defect in the PowerShift dual clutch transmission. The defect affects the driver's ability to control the vehicle's speed, to prevent it from lurching forward, acceleration and deceleration.

It is alleged in the lawsuit that to date, Ford has not acknowledged that the defect exists nor have they recalled the vehicles. It has come to the attention of Charney Lawyers that a service manager at a leading Ford dealership is of the opinion that the transmissions in the Ford Fiesta and Ford Focus motor vehicles will not function properly at low speeds. The same manager is also of the opinion that the [software update](#) recently offered by Ford will not solve the problem.

Owners of the motor vehicles have inundated Ford dealerships with complaints about the performance of the PowerShift dual clutch transmission. Despite bringing the defect to the attention of the dealerships and despite efforts by the dealerships to correct the problem, it is alleged in the lawsuit that that the problem continues and is likely incapable of repair.

It is alleged in the lawsuit that Ford has known since at least 2011, if not earlier, of the problems associated with the PowerShift dual clutch transmission but Ford does not bring the defective transmission to the attention of purchasers before selling the vehicles.

Participation

If you are experiencing a problem with your PowerShift dual clutch transmission, you may be entitled to compensation, including the diminished resale value of your vehicle and/or a refund less reasonable depreciation. In order for us to build a database of complaints and determine the size of the class, please fill out the webform so we can include you in our class action database. If you own a Ford Focus or Fiesta, [register as a class member by clicking here and filling out the webform](#).

There is no financial obligation to register. Once you register we will notify you of all important developments via email. There is no fee unless we recover. See [Class Action Fees](#).

IMPORTANT: All personal information provided to Charney Lawyers through the webform will be held strictly confidential.

If you are experiencing a defect in the transmission causing you to believe that your vehicle is unsafe, you may wish to file a complaint with [Transport Canada](#).

This lawsuit is only on behalf of Canadian residents. Please do not register if you live outside of Canada.

Contact Our Class Actions Lawyers

We encourage you to contact one of our lawyers with any questions about this class action.

Contact Glenn Brandys at Charney Lawyers

- [One Bedford Falling Glass Class Action](#)
- [Via Rail Train Derailment](#)
- [Woodstock Apartment Class Action](#)

Judicial Endorsements

"I find that the plaintiff's counsel presented a well prepared, organized and efficient case... The medical issues were complex. It involved evidence of psychiatrists, physiatrists, orthopaedic surgeons, occupational therapists, future care specialists, vocational alternatives, forensic accounting and quantification of damages. The jury had to be presented with present valuations of past and future loss of income and projections of future care costs."

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Ted Charney represented the plaintiff in this three week personal injury jury trial securing a \$900,000 verdict for chronic pain syndrome.

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Ted Charney acted for Ison T Auto Sales i.e. Toronto Honda on the appeal.

"The Whiting Group Counsel Team consists of 11 law firms from 7 provinces across Canada and includes some of the most experienced class action firms in Canada with a broad range of experience in class actions with particular expertise in product liability class actions and personal injury. Four of these law firms are in Ontario where the action will be based and includes counsel who are very experienced in class action litigation and have the resources and experience to advance this claim in Ontario or on a national scale. This fact favours the Whiting Group."

416-964-7950 ext 245

Charney Lawyers: Canada's Top Class Action Lawyers

Charney Lawyers is one of Canada's leaders in class action litigation. We are prosecuting numerous class actions across Canada. These include the [Ashley Madison Class Action](#), the [CHL Class Action](#), the [Falling Glass Class Action](#) and the [Emerald City Class Action](#).

The Ford PowerShift dual clutch transmission defect may be ideally suited to class proceedings because many Canadians were affected in the same way. A class proceeding would allow all Canadian users to access justice without each hiring their own lawyers. All Canadian users would be represented by a small team of lawyers who would be paid out of the settlement or court awards. Any users who do not wish to be represented will be able to opt-out.

Further Background on Ford PowerShift Transmission Defect

The PowerShift Dual Clutch Transmission manufactured, designed, and assembled by Ford Motor Company and Ford Motor Company of Canada, Limited is marketed as an automatic transmission with the fuel efficiency of a manual gearbox. According to [Ford Social](#), the PowerShift dual clutch transmission consists of two manual transmissions, each working one independent, dry clutch unit. Gear changes are coordinated between the clutches, which provide uninterrupted torque. The dry clutches do not require oil pumps and/or a torque converter, enabling the vehicles that contain these transmissions to be more fuel efficient. The transmission contains Torque Hole Filling (THF) technology to fill the torque hole, which Ford defines as the slight hesitation drivers may feel during an upshift when there is a momentary drop in transmission torque output followed by a rise in torque.

People who purchased the vehicles have encountered a variety of problems with the PowerShift dual clutch transmissions which the drivers all have experienced in common. Purchasers have registered thousands of complaints about the PowerShift dual clutch transmission on the [United States' National Highway Traffic Safety Administration complaints registry](#). A review of these complaints demonstrates that the vast majority have experienced identical problems with the transmission since the inception of the PowerShift dual clutch transmission in 2011.

Consumers filed 38 complaints about the PowerShift dual clutch transmission contained in Ford Fiesta motor vehicles for the 2011 model year on [carcomplaints.com](#). Consumers filed 16 complaints about the PowerShift dual clutch transmission contained in Ford Fiesta motor vehicles for the 2012 model year on [carcomplaints.com](#). Consumers filed 73 complaints about the PowerShift dual clutch transmission contained in Ford Fiesta motor vehicles for the 2013 model year on [carcomplaints.com](#). Consumers filed 26 complaints about the PowerShift dual clutch transmission contained in Ford Fiesta motor vehicles for the 2014 model year on [carcomplaints.com](#).

Consumers filed 132 complaints about the PowerShift dual clutch transmission contained in Ford Focus motor vehicles for the 2012 model year on [carcomplaints.com](#). Consumers filed 116 complaints about the PowerShift dual clutch transmission contained in Ford Focus motor vehicles for the 2013 model year on [carcomplaints.com](#). Consumers filed 95 complaints about the PowerShift dual clutch transmission contained in Ford Focus motor vehicles for the 2014 model year on [carcomplaints.com](#).

-Whiting et al v. Menu Foods Income Fund
[Ontario Superior Court of Justice, 2007]

Charney Lawyers was a member of the Whiting Group and appeared as counsel on the motion to decide carriage.

"Mr. Charney conducted the Applicant's case in an exemplary and efficient manner, which was to the benefit of all concerned, his clients, the insurer and myself alike."

-Amoa-Williams v. Allstate Insurance Co. of Canada [Financial Services Commission of Ontario, 2001]

Ted Charney acted for the insured.

Has your life been
turned upside down?

We can help

Media on Ford PowerShift Transmission Defect

Jalopnik, a blog about motor vehicles and the automobile industry, reported on March 3, 2011 that Ford was quietly replacing the PowerShift transmission contained in 2011 Ford Fiesta models in response to a variety of complaints, such as hard shifts at speed, the failure to engage any gear and transmission failures. At that time, Ford issued a Technical Service Bulletin to dealerships in response to complaints of hard starts, no starts, intermittent starts, noise from belthousing during starts and/or various automatic transmission engagement concerns that called for a software update for the transmission and scraping paint away from under the battery's ground screw to strengthen connection.

Ward's Auto reported on July 12, 2011, that Ford distributed memos to dealerships containing instructions to inform salespeople and service personnel about the behavioral nuances of the transmission. According to Ford, the transmission performs as intended but the problems stemmed from customers comparing the PowerShift dual clutch transmissions to the conventional automatic transmission.

Ford has consistently issued Technical Service Bulletins to the dealerships but has failed to date to sufficiently notify drivers of the entirety of the defect.

The New York Times reviewed the Ford vehicles containing the PowerShift dual clutch transmission in an article dated July 15, 2011 entitled "Such a Slick Package, but Gearbox is a Drag", and noted that "the transmission is often in the wrong gear at the wrong time, resulting in jerks, pauses and lethargic acceleration."

As a result of performance issues with the PowerShift dual clutch transmission in the 2011 Fiesta and the 2012 Focus, Ford's rating in the Consumer Reports 2011 reliability survey declined. At that time, the subject of the complaints centered around the transmission's lack of or delay in response during stop-and-go driving, and behavior suggesting that the engine would stall according to an article in the New York Times dated October 26, 2011.

The position of Ford vehicles in the Consumer Reports 2012 reliability survey took a larger hit, falling 7 places from the year before. The Wall Street Journal reported on October 26, 2012 that the decline in Ford's rating in the 2012 survey was caused in part by the faulty Powershift Transmission.

WTAE, Pittsburgh's Action News 4, reported on February 6, 2014 that Channel 4 Action News conducted an investigation which found that hundreds of people throughout the United States said that the transmission on recent-model Ford sedans was a safety concern.

In 2014, Local 12 WKRC-TV in Cincinnati, Ohio reported that the PowerShift transmission contained in the 2012, 2013 and 2014 Ford Focus and Ford Fiesta motor vehicles caused problems for owners, such as jerking, sputtering and making grinding noises. Local 12 News attempted to contact a spokesperson for Ford Motor Company but did not hear back. A service manager for a local Ford dealership informed Local 12 that drivers needed to be attune to the fact that they were using a manual transmission, and that noise and hesitation associated with the transmission should be expected. At that time, Ford was updating the software on the transmission control module as well as redesigning the clutch disk in hopes that those repairs would solve the problem. Ford had not recalled the vehicles at the time of the article.

UPDATES:

In a story published October 31, 2016, the CBC reported that Transport Canada opened a "defect investigation" in February 2016 after receiving complaints from Ford Focus and Fiesta owners regarding issues concerning the transmissions. As of October 20, 2016, Transport Canada had received complaints from 128 Canadians regarding these two models of vehicle. [Click here to read the story.](#)

In a follow-up story published November 4, 2016, the CBC reported that the number of complaints Transport Canada had received increased to 322, more than doubling in the span of two weeks. [Click here to read the story.](#)

On November 21, 2016, the CBC publish the story of a 2013 Ford Focus owner, Jennifer Walsh, who claims that her car hasn't worked properly since she drove it off the sales lot in St. John's two years ago. [Read the article here.](#) [Click here to watch video of the story.](#)

American Consumer Class Action Lawsuit: Powershift Transmission Defect

In or around early 2015, Capstone Law APC commenced a class action lawsuit on behalf of consumers who purchased or leased any 2011 through 2015 Ford Fiesta or 2012 through 2015 Ford Focus equipped with Ford's Dual Clutch or PowerShift transmission in the United States District Court for the Central District of California. [Read more about Capstone Law APC's class action lawsuit here.](#)

Carcomplaints.com [reported](#) on January 25, 2015 that the American class action lawsuit was filed on behalf of four plaintiffs, Omar Vargas, Robert Bertone, Michelle Harris and Sharon Heberling, which alleges that the PowerShift transmission was manufactured defective, causing dangerous driving conditions for the drivers of affected Ford vehicles.

On March 24, 2015, Law360 [reported](#) that Ford Motor Company knowingly sold hundreds of thousands of Fiestas and Focuses in California that pose a safety risk because they contain defective PowerShift transmissions, according to the proposed class action filed by Capstone Law APC in the United States. Law360 also reported that Ford brought a motion to remove the case to California Federal Court on the basis that the alleged damages exceeded the \$5 million statutory minimum in that state.

The Washington Examiner [reported](#) on April 8, 2015 that class action status was being sought for a lawsuit commenced against Ford Motor Company over the PowerShift transmission which renders the vehicles containing it "virtually inoperable."

IMPORTANT NOTE:

The site is not designed to answer questions about your individual situation or entitlement. Do not rely upon the information provided on this website as legal advice in respect of your individual situation nor use it as substitute for individual legal advice.

The information collected about potential class members will assist counsel in prosecuting the class action and assessing what damages were suffered by the class as a whole. Providing the information requested does not make you the client of Charney Lawyers. The court will ultimately decide who will be included as a class member.

This website will be updated from time to time to provide potential class members with information as it becomes available.



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Class Action

MAIN

CURRENT CLASS
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CLASS ACTION
PARTICIPATION

SETTLED CLASS
ACTIONS

Poursuite en action collective relative à la boîte de vitesses à double embrayage de Ford

[Click here for English Version](#)

Défectuosité de la boîte PowerShift de Ford

Le cabinet d'avocats [Charney Lawyers](#) a entrepris à Toronto une action collective nationale contre Ford Motor Company et Ford du Canada Limitée (ci-après « Ford ») au nom de tous les résidents du Canada ayant acheté ou loué un véhicule automobile Ford Fiesta, années modèles 2011 à ce jour et au nom de tous les résidents du Canada ayant acheté ou loué un véhicule automobile Ford Focus, années modèles 2012 à ce jour, fabriqué par Ford et muni d'une boîte PowerShift à double embrayage.

Si vous êtes propriétaire d'une Ford Focus ou Fiesta, [inscrivez-vous comme membre du groupe en cliquant ici et en remplissant le formulaire en ligne.](#)

Cette poursuite est engagée uniquement au nom de résidents canadiens. Veuillez ne pas vous inscrire si vous vivez hors du Canada.

La poursuite cherche à obtenir une compensation de 825 millions de dollars pour une défectuosité de la boîte PowerShift à double embrayage, en raison de laquelle les conducteurs sont aux prises avec des glissements de transmission, des coups, des saccades, des embrayages brutaux, des accélérations soudaines, des rétrogradations et des accélérations qui retardent, l'incapacité d'accélérer, la difficulté de faire un arrêt et la difficulté de monter des pentes abruptes.

Dans la poursuite, il est allégué que la boîte PowerShift à double embrayage est le seul choix de boîte de vitesses automatique pour la Ford Fiesta des années modèles 2011 à ce jour et la Ford Focus des années modèles 2012 à ce jour, et qu'elle est commercialisée par Ford comme une solution hybride plus avancée et plus économique en essence entre une boîte de vitesses manuelle et une boîte de vitesses automatique.

Current Class Actions

- [Yahoo! Class Action](#)
- [Bank Fees Class Action](#)
- [Ford Transmission Class Action](#)
- [Défectuosité de la boîte PowerShift de Ford](#)
- [Ashley Madison Class Action](#)
- [Bell Mobility Privacy Breach Class Action](#)
- [CHL Class Action](#)
- [Recours Collectif Contre la LCH](#)
- [X Condos Class Action](#)
- [Emerald City Class Action](#)
- [Medical Marihuana Privacy Class Action](#)
- [Peoples Trust Privacy Breach Class Action](#)
- [Ford Privacy Breach Class Action](#)
- [Lost USB Key Class Action](#)
- [Student Loans Class Action](#)
- [Matrix Towers Class Action](#)
- [Festival Tower Class Action](#)
- [IQT Solutions Class Action](#)
- [Murano Falling Glass Class Action](#)

La boîte PowerShift à double embrayage est en fait composée de deux boîtes de vitesses manuelles fonctionnant en parallèle, chacune avec sa propre unité d'embrayage autonome.

À ce jour, un total de plus de 145 000 véhicules automobiles Ford Fiesta pour les années modèles 2011 à ce jour et Ford Focus pour les années modèles 2012 à ce jour ont été vendus au Canada.

Il est allégué dans la poursuite que les conducteurs de ces véhicules sont aux prises avec des glissements de transmission, des coups, des saccades, des embrayages brutaux, des accélérations soudaines, des rétrogradations et des accélérations qui retardent, l'incapacité d'accélérer, la difficulté de faire un arrêt et la difficulté de monter des pentes abruptes. La cause présumée de ces mouvements dangereux ou de ces absences de mouvement est une défectuosité de la boîte PowerShift à double embrayage. La défectuosité a une incidence sur la capacité du conducteur de contrôler la vitesse du véhicule, de l'empêcher de faire des embardées, d'accélérer ou de ralentir.

Il est allégué dans la poursuite qu'à ce jour, Ford n'a pas reconnu que la défectuosité existe et n'a pas procédé à un rappel. Le cabinet d'avocats Charney Lawyers a été informé que le directeur du service après-vente d'un important concessionnaire Ford est d'avis que les boîtes PowerShift de la Ford Fiesta et de la Ford Focus ne peuvent fonctionner convenablement à basse vitesse. Le même directeur est également d'avis que la mise à jour logicielle récemment offerte par Ford ne réglera pas le problème.

Les propriétaires de ces véhicules automobiles ont inondé les concessionnaires Ford de plaintes concernant le rendement de la boîte PowerShift à double embrayage. Bien que la défectuosité ait été portée à l'attention des concessionnaires et malgré les efforts de ces derniers pour apporter une correction au problème, il est allégué dans la poursuite que le problème persiste et qu'il est probablement impossible de le résoudre.

Il est allégué dans la poursuite que les conducteurs de ces véhicules sont aux prises avec des glissements de transmission, des coups, des saccades, des embrayages brutaux, des accélérations soudaines, des rétrogradations et des accélérations qui retardent, l'incapacité d'accélérer, la difficulté de faire un arrêt et la difficulté de monter des pentes abruptes. La cause présumée de ces mouvements dangereux ou de ces absences de mouvement est une défectuosité de la boîte PowerShift à double embrayage. La défectuosité a une incidence sur la capacité du conducteur de contrôler la vitesse du véhicule, de l'empêcher de faire des embardées, d'accélérer ou de ralentir.

Participation

Si vous éprouvez des problèmes avec votre boîte PowerShift à double embrayage, vous pouvez avoir droit à une compensation, notamment pour la baisse de la valeur de revente de votre véhicule, ou à un remboursement tenant compte de la dépréciation raisonnable. Pour que nous puissions établir une base de données relativement aux plaintes et déterminer l'importance du groupe, veuillez remplir le formulaire en ligne afin que nous puissions vous inscrire dans la base de données de notre action collective. Si vous êtes propriétaire d'une Ford Focus ou Fiesta, [inscrivez-vous comme membre du groupe en cliquant ici et en remplissant le formulaire en ligne.](#)

Votre inscription n'entraîne aucune obligation financière de votre part. Lorsque vous serez inscrit, nous vous aviserons par courriel de tout développement important. Il n'y a aucuns frais tant que nous n'avons pas obtenu de compensation. Voir [Frais de l'action collective.](#)

- [One Bedford Falling Glass Class Action](#)
- [Via Rail Train Derailment](#)
- [Woodstock Apartment Class Action](#)

Judicial Endorsements

"I find that the plaintiff's counsel presented a well prepared, organized and efficient case... The medical issues were complex. It involved evidence of psychiatrists, physiatrists, orthopaedic surgeons, occupational therapists, future care specialists, vocational alternatives, forensic accounting and quantification of damages. The jury had to be presented with present valuations of past and future loss of income and projections of future care costs."

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Ted Charney represented the plaintiff in this three week personal injury jury trial securing a \$900,000 verdict for chronic pain syndrome.

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IMPORTANT : Tous les renseignements personnels fournis au cabinet d'avocats Charney Lawyers dans le formulaire en ligne demeureront rigoureusement confidentiels.

Si vous éprouvez des difficultés avec votre boîte PowerShift et que vous craignez que votre véhicule ne soit pas sécuritaire, vous pouvez aussi déposer une plainte auprès de [Transport Canada](#).

Cette poursuite est engagée uniquement au nom de résidents canadiens. Veuillez ne pas vous inscrire si vous vivez hors du Canada.

Communiquez avec nos avocats spécialisés en actions collectives

Si vous avez des questions concernant la présente action collective, nous vous incitons à communiquer avec un de nos avocats.

Communiquez avec Glenn Brandys de la firme d'avocats Charney Lawyers PC

416-964-7950 ext 245

Charney Lawyers : parmi les meilleurs avocats spécialisés en actions collectives au Canada

Le cabinet d'avocats Charney Lawyers est un des chefs de file au Canada en matière de litiges en actions collectives. Nous sommes engagés dans de nombreuses poursuites relatives à des actions collectives dans l'ensemble du Canada. Ces poursuites comprennent notamment les actions collectives contre [Ashley Madison](#), [la Ligue canadienne de hockey](#), [Emerald City](#) et l'action collective à propos de [panneaux de verre qui tombent d'une tour d'habitation](#).

Des procédures d'action collective peuvent s'avérer la solution idéale à l'égard de la défectuosité de la boîte PowerShift à double embrayage de Ford, car cette défectuosité a eu les mêmes répercussions pour de nombreux Canadiens. Une action collective permettrait à tous les utilisateurs canadiens d'avoir accès à la justice sans que chacun ait à retenir les services de son propre avocat. Tous les utilisateurs canadiens seraient représentés par une petite équipe d'avocats dont la rémunération proviendrait du règlement ou de la somme adjugée par la cour. Tout utilisateur qui ne souhaite pas être représenté aura la possibilité de ne pas participer.

Information additionnelle sur la défectuosité de la boîte PowerShift de Ford

La boîte PowerShift à double embrayage, conçue, fabriquée et assemblée par Ford Motor Company et par Ford du Canada Limitée est commercialisée comme une boîte de vitesses automatique ayant l'efficacité d'une boîte de vitesse manuelle sur le plan énergétique. Selon [Ford Social](#), la boîte PowerShift à double embrayage est composée de deux boîtes de vitesses manuelles, chacune activant une unité d'embrayage à sec autonome. Les changements de vitesse sont coordonnés entre les embrayages, ce qui entraîne un couple ininterrompu. Les embrayages à sec n'exigent pas de pompe à l'huile ni de convertisseur de couple, ce qui veut dire que les véhicules qui sont dotés de ces boîtes PowerShift permettent une meilleure économie d'essence. La boîte PowerShift est dotée de la technologie THF, qui

-Whiting et al v. Menu Foods Income Fund
[Ontario Superior Court of Justice, 2007]

Charney Lawyers was a member of the Whiting Group and appeared as counsel on the motion to decide carriage.

"Mr. Charney conducted the Applicant's case in an exemplary and efficient manner, which was to the benefit of all concerned, his clients, the insurer and myself alike."

-Amoa-Williams v. Allstate Insurance Co. of Canada [Financial Services Commission of Ontario, 2001]

Ted Charney acted for the insured.

“ Who you gonna call...
Ted Charney ”

TORONTO LIFE

adoucit les perturbations du couple lors des changements de vitesse, que Ford définit comme la légère hésitation que ressentent les conducteurs lorsqu'ils passent en vitesse supérieure et que le couple subit une baisse passagère suivie d'une hausse.

Les gens qui ont acheté ces véhicules éprouvent la même série de problèmes liés à la boîte PowerShift à double embrayage. Les acheteurs ont inscrit des milliers de plaintes à propos de la boîte PowerShift à double embrayage dans le [registre des plaintes de l'organisme National Highway Traffic Safety Administration des États-Unis](#). Un examen de ces plaintes démontre que la grande majorité des gens ont éprouvé des problèmes identiques concernant la boîte PowerShift à double embrayage depuis le début de son utilisation en 2011.

Les consommateurs ont déposé 38 plaintes sur le site [carcomplaints.com](#) à propos de la boîte PowerShift à double embrayage installée dans les véhicules automobiles Ford Fiesta pour l'année modèle 2011. Les consommateurs ont déposé 16 plaintes sur le site [carcomplaints.com](#) à propos de la boîte PowerShift à double embrayage installée dans les véhicules automobiles Ford Fiesta pour l'année modèle 2012. Les consommateurs ont déposé 73 plaintes sur le site [carcomplaints.com](#) à propos de la boîte PowerShift à double embrayage installée dans les véhicules automobiles Ford Fiesta pour l'année modèle 2013. Les consommateurs ont déposé 26 plaintes sur le site [carcomplaints.com](#) à propos de la boîte PowerShift à double embrayage installée dans les véhicules automobiles Ford Fiesta pour l'année modèle 2014.

Les consommateurs ont déposé 132 plaintes sur le site [carcomplaints.com](#) à propos de la boîte PowerShift à double embrayage installée dans les véhicules automobiles Ford Focus pour l'année modèle 2012. Les consommateurs ont déposé 116 plaintes sur le site [carcomplaints.com](#) à propos de la boîte PowerShift à double embrayage installée dans les véhicules automobiles Ford Focus pour l'année modèle 2013. Les consommateurs ont déposé 95 plaintes sur le site [carcomplaints.com](#) à propos de la boîte PowerShift à double embrayage installée dans les véhicules automobiles Ford Focus pour l'année modèle 2014.

Couverture médiatique de la défektivité de la boîte PowerShift de Ford

Jałopnik, un blogue sur les véhicules motorisés et l'industrie automobile, [rapportait](#) le 3 mars 2011 que Ford remplaçait en catimini la boîte PowerShift installée sur les modèles Ford Fiesta 2011 en réaction à diverses plaintes, comme des changements de vitesse difficiles à haute vitesse, l'incapacité d'enclencher une vitesse et des ratés de la boîte de vitesse. Au même moment, Ford émettait un [bulletin d'entretien technique](#) destiné aux concessionnaires en réponse aux plaintes concernant les démarrages difficiles, impossibles ou intermittents, les bruits provenant du carter de protection de la courroie au démarrage, ainsi que diverses préoccupations concernant l'enclenchement automatique des vitesses, plaintes qui exigeaient une mise à jour du logiciel de la boîte PowerShift et l'enlèvement de la peinture sur la vis de mise à la terre sous la batterie afin de garantir une parfaite connexion.

Ward's Auto [rapportait](#) le 12 juillet 2011 que Ford distribuait à ses concessionnaires des avis visant à informer le personnel de vente et les préposés à l'entretien des nuances du comportement de la boîte PowerShift. Selon Ford, la boîte PowerShift à double embrayage fonctionne comme prévu, et les problèmes soulevés par les clients proviennent du fait que ces derniers la comparent aux boîtes de vitesses automatiques habituelles.

Ford n'a pas cessé d'émettre des bulletins d'entretien technique pour les concessionnaires, mais à ce jour, Ford n'a pas suffisamment informé les conducteurs de l'ampleur de la défectuosité.

Le *New York Times* a fait des commentaires à propos des véhicules Ford dotés de la boîte PowerShift à double embrayage dans un article daté du 15 juillet 2011 et intitulé « Such a Slick Package, but Gearbox is a drag » (Superbe emballage... handicapé par la boîte de vitesses), et a fait remarquer que « la boîte de vitesses est souvent au mauvais engrenage au mauvais moment, ce qui cause des coups, des pauses et des accélérations timides ».

En raison des problèmes de rendement de la boîte PowerShift à double embrayage de la Fiesta 2011 et de la Focus 2012, la cote de Ford dans le sondage du magazine Consumer Reports 2011 sur la fiabilité a enregistré une baisse. À ce moment, les plaintes portaient principalement sur l'absence ou le retard de réaction de la boîte de vitesses lors de la conduite en ville, ainsi que sur un comportement suggérant que le moteur allait caler, selon un article du *New York Times* daté du 26 octobre 2011.

La position des véhicules Ford dans le sondage du magazine Consumer Reports 2012 sur la fiabilité a été frappée plus durement, reculant de sept places par rapport à l'année précédente. Le *Wall Street Journal* rapportait le 26 octobre 2012 que la baisse de cote de Ford dans le sondage de 2012 découlait en partie de la défectuosité de la boîte PowerShift.

La station WTAE, Pittsburgh's Action News 4, rapportait le 6 février 2014 que Channel 4 Action News avait mené une enquête qui démontrait que des centaines de personnes aux États-Unis étaient d'avis que la boîte de vitesses sur les récents modèles de berlines Ford était une préoccupation en ce qui concerne la sécurité.

En 2014, la station de télévision Local 12 WKRC de Cincinnati, en Ohio, rapportait que la boîte PowerShift installée sur les véhicules automobiles Ford Focus et Ford Fiesta 2012, 2013 et 2014 causait des problèmes, comme des saccades, des ratés de moteur et des grincements. Local 12 News a tenté de communiquer avec un porte-parole de Ford Motor Company, mais sa demande est demeurée sans réponse. Le directeur du service après-vente d'un concessionnaire Ford local a informé la station de télévision Local 12 que les conducteurs devaient s'habituer au fait qu'ils utilisaient une boîte de vitesses manuelle et qu'ils devaient s'attendre à ce bruit et à cette hésitation de la boîte de vitesse. Au même moment, Ford procédait à la mise à jour du logiciel de la boîte de vitesses et modifiait la conception du disque d'embrayage dans l'espoir que ces modifications résoudraient le problème. Au moment où cet article a été rédigé, Ford n'avait procédé à aucun rappel de véhicules.

Poursuite en action collective des consommateurs des États-Unis en lien avec la défectuosité de la boîte PowerShift

Au début de 2015 ou peu après, le cabinet d'avocats Capstone Law APC entreprenait une poursuite en action collective auprès de la Cour de district des États-Unis pour le district central de Californie au nom de consommateurs ayant acheté ou loué des véhicules Ford Fiesta d'années modèles 2011 à 2015 ou Ford Focus d'années modèles 2012 à 2015, dotés de la boîte PowerShift à double embrayage. Renseignez-vous sur la poursuite en action collective du cabinet d'avocats Capstone Law APC en cliquant ici.

Carcomplaints.com rapportait le 25 janvier 2015 que la poursuite en action collective aux États-Unis était déposée au nom de quatre plaignants, Omar Vargas, Robert Bertone, Michelle Harris et

Sharon Heberling, qui allègue que la boîte PowerShift présente un défaut de fabrication qui rend la conduite dangereuse pour les conducteurs de ces véhicules Ford.

Le 24 mars 2015, la publication *Law360* [rapportait](#) que Ford Motor Company avait sciemment vendu en Californie des centaines de milliers de véhicules Fiesta et Focus qui représentent un risque pour la sécurité en raison de la boîte PowerShift défectueuse dont ils sont équipés, selon l'action collective intentée par le cabinet d'avocats Capstone Law APC aux États-Unis. La publication *Law360* rapportait également que Ford avait déposé une motion visant à retirer la cause à la Cour fédérale de la Californie parce que les dommages présumés étaient supérieurs au minimum légal de cinq millions de dollars dans cet État.

Le *Washington Examiner* [rapportait](#) le 8 avril 2015 qu'un statut d'action collective était demandé pour une poursuite engagée contre Ford Motor Company concernant la boîte PowerShift qui rend les véhicules qui en sont dotés « virtuellement impossibles à conduire ».

REMARQUE IMPORTANTE :

Le présent site n'est pas conçu pour répondre à des questions concernant votre situation ou vos droits personnels. Veuillez ne pas considérer que l'information fournie sur le présent site Web a valeur d'avis juridique relativement à votre situation personnelle ni utiliser cette information en remplacement d'un avis juridique personnel.

L'information recueillie à propos des membres potentiels du groupe sera utile au conseiller juridique pour la poursuite en action collective et pour l'évaluation des dommages subis par le groupe considéré dans son ensemble. En fournissant l'information demandée, vous ne devenez pas un client du cabinet d'avocats Charney Lawyers. Ultiment, la cour déterminera qui sera membre du groupe.

Le présent site Web sera mis à jour au besoin afin de fournir aux clients potentiels l'information à mesure qu'elle devient disponible.

Ford Class Actions

Note: You are not obliged to fill in this form to participate in the class action. If you choose to do so, you are not retaining Charney Lawyers PC to act on your behalf. The information collected about potential class members on this system will assist counsel in prosecuting the class action and assessing what damages were suffered by the class as a whole. All information submitted will be treated as confidential, and will only be released as required by law or as you may consent. Providing the information requested does not make you a client of Charney Lawyers PC.

First Name *

Last Name *

Street Address *

City or Town *

Province *

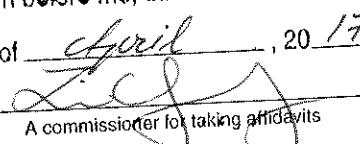
Postal Code *

Phone Number *

Alternate Phone Number

Email Address *

I purchased or leased a Ford Focus or Fiesta motor vehicle for the model to date *

This is Exhibit "B" referred to in the affidavit of GLENN BEANDYS sworn before me, this 13th day of April, 20 17

 A commissioner for taking affidavits



- Ford Focus
- Ford Fiesta

What was the model year of the Ford Focus or Fiesta that you purchased or leased?

How much did you pay to purchase and/or lease the Ford Fiesta?

Did the Ford Fiesta you purchased or leased contain the PowerShift dual clutch transmission?

- Yes
- No

Have you experienced any performance and/or safety issues with the PowerShift dual clutch transmission?

- Yes
- No

If so, please describe the nature of the performance and/or safety issues you experienced with the PowerShift dual clutch transmission.

Have you complained to a Ford dealership about a problem with the PowerShift dual clutch transmission?

- Yes
- No

If you complained to a Ford dealership, please describe the nature of your complaint, which Ford dealership you complained to and the response of the Ford dealership, if any.



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Have you taken your vehicle to the Ford dealership to investigate and/or repair the problems with the PowerShift dual clutch transmission?

- Yes
- No

If so, please describe when you took the vehicle in, where you took it in, what repairs were done, and if those repairs solved the problem(s) with the PowerShift dual clutch transmission.

Have you received any notification(s) from Ford about bringing your vehicle in for service to correct the transmission as part of a customer satisfaction issue identified by Ford?

- Yes
- No

If so, have you brought your vehicle in for service to correct the transmission as part of the customer satisfaction issue identified by Ford?

- Yes
- No

Did the updates and/or customer satisfaction repairs to the transmission solve the problem(s)?

- Yes
- No

Do you still drive your Ford Focus or Fiesta?

- Yes
- No

Why or why not?



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Do you consider it safe to drive your Ford Focus or Fiesta?

Yes

No

Why or why not?

Has the motor vehicle been involved in an accident as a result of a problem with the transmission in your vehicle?

Yes

No

Have you filed a complaint with the Ford customer service call centre about the problems with the transmission in your vehicle?

Yes

No

Have you filed a complaint with Transport Canada about the problems with the transmission in your vehicle?

Yes

No

If so, what was the result of your complaint to Transport Canada?

Have you sold your Ford Focus or Fiesta because of the performance issues with the transmission?

Yes

No

If so, how much did you sell it for?

If so, do you believe you received fair market value for your vehicle?

Yes

No

If not, why do you believe that you received less than fair market value for your vehicle?

I acknowledge that by registering on this system, I have consented to receiving electronic messages, updates and other notifications about the class action to the e-mail address that I provided. *



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Privacy - Terms

Submit



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Poursuite en action collective relative à la boîte de vitesses à double embrayage de la Ford Focus et la Ford Fiesta

Veillez noter que vous n'avez pas à remplir ce formulaire pour faire partie du recours collectif. Dans l'éventualité où vous soumettez ce formulaire, vous n'engagez pas Charney Lawyers PC afin d'agir à titre de représentant. L'information recueillie concernant les membres potentiels du recours collectif sur ce système assistera les avocats dans le déroulement des procédures et dans l'évaluation des dommages et intérêts encourue par les membres du groupe visé. Toute information soumise sera traitée de façon confidentielle et ne sera divulguée qu'avec votre consentement ou tel que prescrit par la loi. La transmission de l'information sollicitée dans ce formulaire n'établit pas une relation avocat-client entre vous et Charney Lawyers PC.

Prénom *

Nom de famille *

Adresse *

Municipalité *

Province *

Code postal *

Numéro de téléphone *

Autre numéro de téléphone

Courriel *

Quel modèle de véhicule avez-vous acheté? *

- Ford Focus
- Ford Fiesta

Quelle est l'année modèle de la Ford Focus ou Fiesta que vous avez achetée ou louée?

Combien avez-vous payé pour acheter ou louer la Ford Focus / Fiesta?

La Ford Focus / Fiesta que vous avez achetée ou louée était-elle dotée de la boîte PowerShift à double embrayage?

- Yes
- No

Avez-vous eu des problèmes de rendement ou de sécurité avec la boîte PowerShift à double embrayage?

- Yes
- No

Le cas échéant, veuillez décrire la nature des problèmes de rendement ou autres que vous avez eus avec la boîte PowerShift à double embrayage.

Avez-vous déposé une plainte auprès d'un concessionnaire Ford à propos d'un problème concernant la boîte PowerShift à double embrayage?

- Yes
- No

Le cas échéant, veuillez indiquer à quel moment et à quel concessionnaire vous êtes plaint, et quelle a été sa réponse.

Avez-vous laissé votre véhicule chez le concessionnaire Ford pour qu'il examine ou corrige le problème concernant la boîte PowerShift à double embrayage?

- Yes
 No

Le cas échéant, veuillez indiquer à quel moment, où vous avez laissé votre véhicule, quelles réparations ont été effectuées et si les réparations ont résolu le ou les problèmes concernant la boîte PowerShift à double embrayage.

Avez-vous reçu une ou des notifications de la part de Ford vous invitant à vous présenter avec votre véhicule pour un entretien visant à apporter des changements à la boîte PowerShift comme moyen pour Ford d'assurer la satisfaction de la clientèle relativement à ce problème?

- Yes
 No

Le cas échéant, vous êtes-vous présenté avec votre véhicule pour un entretien visant à apporter des changements à la boîte PowerShift comme moyen pour Ford d'assurer la satisfaction de la clientèle relativement à ce problème?

- Yes
 No

Est-ce que le problème a été résolu à la suite des mises à jour ou des réparations visant à satisfaire la clientèle?

- Yes
 No

Conduisez-vous encore votre Ford Focus / Fiesta?

- Yes
 No

Pour quelle raison?

Considérez-vous qu'il est sécuritaire de conduire ce véhicule?

- Yes
 No

Pour quelle raison?

Avez-vous eu un accident automobile résultant d'un problème concernant la boîte PowerShift de votre véhicule?

- Yes
 No

Avez-vous déposé une plainte auprès du service à la clientèle de Ford à propos des problèmes que vous avez éprouvés avec la boîte PowerShift de votre véhicule?

- Yes
 No

Avez-vous déposé une plainte auprès de Transport Canada à propos des problèmes que vous avez éprouvés avec la boîte PowerShift de votre véhicule?

- Yes
 No

Le cas échéant, quel a été le résultat de la plainte que vous avez déposée auprès de Transport Canada?



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Avez-vous vendu votre Ford Focus / Fiesta en raison des problèmes de rendement de votre boîte PowerShift?

- Yes
 No


Le cas échéant, pour quelle somme l'avez-vous vendue?

Le cas échéant, croyez-vous avoir reçu la juste valeur marchande de votre véhicule?

- Yes
 No

Dans le cas contraire, pour quelle raison croyez-vous avoir reçu moins que la juste valeur marchande de votre véhicule?


Je reconnais qu'en m'inscrivant à ce système, je consens à recevoir des messages électroniques, mises à jours et toute autre forme de notifications concernant le recours collectif à l'adresse courriel que j'ai soumis. *

| | |
|--|---|
| <input type="checkbox"/> I'm not a robot |  reCAPTCHA Privacy - Terms |
|--|---|

Soumettre

Glenn Brandys

From: Talbot, Marie-Ève <marie-eve.talbot@tc.gc.ca>
Sent: August-23-16 11:50 AM
To: Glenn Brandys
Subject: ATI request: A-2016-00335 and A-2016-00317

This is Exhibit "C" referred to in the affidavit of GLENN BRANDYS sworn before me, this 13th day of April, 2017

 A commissioner for taking affidavits

Dear Brandys:

This is to acknowledge receipt of your requests under the *Access to Information Act* for the following information:

A-2016-00335

"I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to August 18, 2016. I am requesting all records related to complaints, investigations, issues, reports. The request is not bound by any province or territory. I am interested in both draft and final reports. I am additionally requesting all Transport Canada records related to investigations, reports, and issues concerning dual-clutch transmissions. This aspect of the request is not bound to the two models specified above."

A-2016-00317

"We are seeking Transport Canada's files concerning two models of vehicles: 1) Ford Focus; and 2) Ford Fiesta. We seek the records from January 1, 2010 to current (August 18, 2016). We seek all reports, complaints, files related to investigations, and other records related to these two vehicles in this time frame. Additionally we seek Transport Canada's records related to any complaints or investigations or reports into defects in dual-clutch transmissions, regardless of vehicle model. These documents are not restricted to any particular province or territory in Canada."

Your requests and application fees were received by Transport Canada on August 18, 2016. The legislated due date for your request is September 19, 2016. Please note that before we can proceed with the processing of your requests, we require certain clarification. Please note that you submitted two requests with practically the same wording. Please confirm that we can abandon file A-2016-00317 and use only file A-2016-00335.

Furthermore, the wording from A-2016-00335 constitutes two requests and would also generate a high volume of records. Is the dual-clutch transmission the main subject of your interest? If so, the text could be amended as follow:

"I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to August 18, 2016 related to investigations, reports, and issues concerning dual-clutch transmissions."

Also, can you narrow down the years requested. Could we limit it to the past two years?

We will resume the processing of your request once we receive your clarification. For your request to remain active, you must contact us within 30 days of the date of this letter. After that time we will consider your request abandoned.

Should you have any questions, you may contact Marie-Ève Talbot at 613-991-0798 or via e-mail at marieeve.talbot@tc.gc.ca. Please quote our file number listed above in all correspondence relating to this request.

Yours sincerely,

Marie-Ève Talbot

Access to Information and Privacy
Transport Canada / Government of Canada
marieeve.talbot-groulx@tc.gc.ca Tel: 613-991-0798 / TTY: 1-888-675-6863

Accès à l'information et de la protection des renseignements personnels
Transports Canada / Gouvernement du Canada
marieeve.talbot-groulx@tc.gc.ca Tel: 613-991-0798 / TTY: 1-888-675-6863

RECEIVED

SEP 28 2016



Transport Canada Transports Canada

Access to Information and Privacy (ATIP) Office
 Transport Canada
 Place de Ville, Tower C, XMSP
 330 Sparks Street
 Ottawa ON K1A 0N5

Your File
 530883

This is Exhibit "D" referred to in the
 affidavit of GLENN BRANDYS

Our File
 A-2016-00335 / FM

sworn before me, this 13th

day of April, 20 17


 A commissioner for taking affidavits

SEP 21 2016

Glenn Brandys
 Charney Lawyers
 151 Bloor Street West, suite 602
 Toronto, ON M5S 2C7

Dear Mr. Brandys:

This is in regard to your request under the *Access to Information Act* (ATIA), received by Transport Canada on August 18, 2016, for the following information:

Clarification/revised text (September 9th, 2016):

"I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to August 18, 2016. I am requesting all records related to complaints, investigations, issues, reports. The request is not bound by any province or territory. The request can be limited to final reports."

Clarification/revised text (August 30th, 2016):

"I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to August 18, 2016. I am requesting all records related to complaints, investigations, issues, reports. The request is not bound by any province or territory. I am interested in both draft and final reports."

Original Text:

"I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to current (August 18, 2016). I am requesting all records related to complaints, investigations, issues, reports. The request is not bound by any province or territory. I am interested in both draft and final reports. I am additionally requesting all Transport Canada records related to investigations, reports, and issues concerning dual-clutch transmissions. This aspect of the request is not bound to the two models specified above."

.../2

-2-


Since meeting the 30-day statutory deadline would unreasonably interfere with operations, an extension pursuant to paragraph 9(1)(a) of the ATIA of up to 30 additional days is required. Therefore, the new legislative due date is October 21, 2016.

Please be advised that you have a right to submit a complaint about the processing of this request within 60 days of receipt of this notice to the Office of the Information Commissioner of Canada, 30 Victoria Street, Gatineau, Quebec K1A 1H3.

Should you have any questions, you may contact Francine Morrison at 613-991-6574 or by e-mail at francine.morrison@tc.gc.ca. Please quote our file number listed above in all correspondence relating to this request.

Yours sincerely,



Blair Isaac 
Chief,
Access to Information and Privacy

Enclosure: Section 9 of the *Access to Information Act*

c.c.: Information Commissioner

**EXTRACTS OF THE ACCESS TO
INFORMATION ACT**

**EXTRAITS DE LA LOI SUR L'ACCÈS
À L'INFORMATION**

Extension of time
limits

9. (1) The head of a government institution may extend the limit set out in section 7 or subsection 8(1) in respect of a request under this Act for a reasonable period of time, having regard to the circumstances, if

(a) the request is for a large number of records or necessitates a search through a large number of records and meeting the original time limit would unreasonably interfere with the operations of the government institution,

(b) consultations are necessary to comply with the request that cannot reasonably be completed within the original time limit, or

(c) notice of the request is given pursuant to subsection 27(1)

by giving notice of the extension and, in the circumstances set out in paragraph (a) or (b), the length of the extension, to the person who made the request within thirty days after the request is received, which notice shall contain a statement that the person has a right to make a complaint to the Information Commissioner about the extension.

Notice of
extension to
Information
Commissioner

(2) Where the head of a government institution extends a time limit under subsection (1) for more than thirty days, the head of the institution shall give notice of the extension to the Information Commissioner at the same time as notice is given under subsection (1). R.S. 1985, c. A-1, s.9.

Prorogation du
délai

9. (1) Le responsable d'une institution fédérale peut proroger le délai mentionné à l'article 7 ou au paragraphe 8(1) d'une période que justifient les circonstances dans le cas où:

a) l'observation du délai entraverait de façon sérieuse le fonctionnement de l'institution en raison soit du grand nombre de documents demandés, soit de l'ampleur des recherches à effectuer pour donner suite à la demande;

b) les consultations nécessaires pour donner suite à la demande rendraient pratiquement impossible l'observation du délai;

c) avis de la demande a été donné en vertu du paragraphe 27(1).

Dans l'un ou l'autre des cas prévus aux alinéas a), b) et c), le responsable de l'institution fédérale envoie à la personne qui a fait la demande, dans les trente jours suivant sa réception, un avis de prorogation de délai, en lui faisant part de son droit de déposer une plainte à ce propos auprès du Commissaire à l'information; dans les cas prévus aux alinéas a) et b), il lui fait aussi part du nouveau délai.

Avis au
Commissaire à
l'information

(2) Dans les cas où la prorogation de délai visée au paragraphe (1) dépasse trente jours, le responsable de l'institution fédérale en avise en même temps le Commissaire à l'information et la personne qui a fait la demande. L.R. 1985, c. A-1, art. 9.

Glenn Brandys

From: Glenn Brandys
Sent: September-26-16 10:38 AM
To: 'Morrison, Francine'
Subject: RE: Access to Information and Privacy file # A-2016-003345/fm

Ms. Morrison,

On September 7, 2016, I had discussed a revised request with a Ms. Marie-Ève Talbot, and that Transport Canada would release the records in installments upon completion. I am requesting that the request is processed with this revised language that was agreed to at that time:

I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to August 18, 2016. I am requesting all records related to complaints, investigations, issues, reports. The request is not bound by any province or territory. The request can be limited to either the final version or most current draft of any reports.

Per our discussion, we agree to have the records released to us in installments based on year of search, i.e. all 2010 records will be sent when they are complete, all 2011 records will be sent when they are complete, etc.

Please let me know if you have any questions. Also, if you are able to provide a timeline for the request (to be completed, and the first installment), that would be greatly appreciated.

Thank you,

Glenn Brandys
Associate, Charney Lawyers PC
151 Bloor Street West, Suite 602
Toronto, ON M5S 1S4

Tel: 416-964-7950 ext. 245
Fax: 416-964-7416
glennb@charneylawyers.com
www.charneylawyers.com

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From: Morrison, Francine [<mailto:francine.morrison@tc.gc.ca>]
Sent: September-22-16 11:05 AM
To: Glenn Brandys
Subject: Access to Information and Privacy file # A-2016-003345/fm
Importance: High

Good morning Mr. Brandys,

Further to our telephone conversation earlier, please confirm by return e-mail the **“Revised request text”** which reads as follows:

“I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to August 18, 2016. I am requesting all records related to complaints, investigations, issues, reports concerning the dual-clutch transmissions. The request is not bound by any province or territory. The request can be limited to final reports.

Please note that the request will be on hold until confirmation to the revised text.”

If you have not responded within 30 days from the date of this e-mail, we will consider that you have abandoned your request.

If you have any questions or concerns, do not hesitate to contact me.

Looking forward to hearing from you at your earliest convenience.

Best regards,

Francine Morrison

Analyst, Access to Information and Privacy
Transport Canada / Government of Canada
francine.morrison@tc.gc.ca / Tel: 613-991-6574 / TTY: 1-888-675-6863

Analyste, Accès à l'information et protection des renseignements personnels
Transports Canada / Gouvernement du Canada
francine.morrison@tc.gc.ca / Tél: 613-991-6574 / TTY: 1-888-675-6863

Glenn Brandys

From: Morrison, Francine <francine.morrison@tc.gc.ca>
Sent: December-20-16 3:21 PM
To: Glenn Brandys
Cc: Coutu, Rosanne
Subject: RE: Access to Information and Privacy file # A-2016-003345/fm

Importance: High

Good afternoon Mr. Brandys,

As a follow-up to the email below, the file mentioned above was transferred to another analyst Rosanne Coutu. She can be reached at 613-991-5962 or by email at rosanne.coutu@tc.gc.ca

Best regards,

Francine Morrison
Analyst, Access to Information and Privacy
Transport Canada / Government of Canada
francine.morrison@tc.gc.ca / Tel: 613-991-6574 / TTY: 1-888-675-6863

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Transports Canada / Gouvernement du Canada
francine.morrison@tc.gc.ca / Tél: 613-991-6574 / TTY: 1-888-675-6863

From: Glenn Brandys [mailto:glennb@charneylawyers.com]
Sent: Tuesday, December 20, 2016 1:17 PM
To: Morrison, Francine <francine.morrison@tc.gc.ca>
Subject: RE: Access to Information and Privacy file # A-2016-003345/fm

Dear Ms. Morrison,

I wanted to follow up on the status of the ATIP requests. We had spoken a few times regarding the wording and timing of the requests related to the Ford Focus and Fiesta models. We have yet to receive any documents from Transport Canada. As well, I noticed that the Transport Canada website has been updated to indicate an active defect investigation, with a start date indicating November 2016. I was hoping to get more information about this investigation, when it began, and what its status is.

Regards,

Glenn

Glenn Brandys
Associate, Charney Lawyers PC
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From: Morrison, Francine [<mailto:francine.morrison@tc.gc.ca>]
Sent: September-22-16 11:05 AM
To: Glenn Brandys
Subject: Access to Information and Privacy file # A-2016-003345/fm
Importance: High

Good morning Mr. Brandys,

Further to our telephone conversation earlier, please confirm by return e-mail the **“Revised request text”** which reads as follows:

“I am requesting records from Transport Canada related to two vehicles of cars: Ford Fiesta and Ford Focus. I am requesting these records from January 1, 2010 to August 18, 2016. I am requesting all records related to complaints, investigations, issues, reports concerning the dual-clutch transmissions. The request is not bound by any province or territory. The request can be limited to final reports.

Please note that the request will be on hold until confirmation to the revised text.”

If you have not responded within 30 days from the date of this e-mail, we will consider that you have abandoned your request.

If you have any questions or concerns, do not hesitate to contact me.

Looking forward to hearing from you at your earliest convenience.

Best regards,

Francine Morrison

Analyst, Access to Information and Privacy
Transport Canada / Government of Canada
francine.morrison@tc.gc.ca / Tel: 613-991-6574 / TTY: 1-888-675-6863

Analyste, Accès à l'information et protection des renseignements personnels
Transports Canada / Gouvernement du Canada
francine.morrison@tc.gc.ca / Tél: 613-991-6574 / TTY: 1-888-675-6863

Glenn Brandys

From: Coutu, Rosanne <Rosanne.Coutu@tc.gc.ca>
Sent: February-10-17 9:56 AM
To: Glenn Brandys
Subject: RE: Access to Information and Privacy file # A-2016-00335/fm

Follow Up Flag: Follow up
Flag Status: Completed

Good Morning Mr. Glenn,

Further to your email below, we wish to let you know that we are in the process of review the documents. We are at the present time consulting with the OPI's on recommendations. We will do are best to get this information out to you as soon as possible.

Thank You,

Rosanne Coutu

ATIP Analyst, Access to Information and Privacy
 Transport Canada / Government of Canada
rosanne.coutu@tc.gc.ca Tel. 613-991-5962 / TTY: 1-888-675-6863

Analyste de l'AIPRP, Accès à l'information et protection des renseignements personnels
 Transports Canada / Gouvernement du Canada
rosanne.coutu@tc.gc.ca Tél. 613-991-5962 / TTY: 1-888-675-6863

From: Glenn Brandys [mailto:glennb@charneylawyers.com]
Sent: Thursday, February 09, 2017 3:58 PM
To: Coutu, Rosanne <Rosanne.Coutu@tc.gc.ca>; Morrison, Francine <francine.morrison@tc.gc.ca>
Subject: RE: Access to Information and Privacy file # A-2016-003345/fm

Dear Ms. Morrison and Ms. Coutu,

I am writing to request an update on the ATIP request – I understand that the analyst has changed a couple times, so if there is a new person handling this request, could you please put me in touch with them.

Thanks and please let me know if you have any questions or issues.

Regards,

Glenn Brandys
 Associate, Charney Lawyers PC
 151 Bloor Street West, Suite 602
 Toronto, ON M5S 1S4

Tel: 416-964-7950 ext. 245

Fax: 416-964-7416
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From: Glenn Brandys
Sent: December-20-16 3:31 PM
To: Coutu, Rosanne; 'Morrison, Francine'
Subject: RE: Access to Information and Privacy file # A-2016-003345/fm

Ms. Morrison,

Thank you for the update.

Ms. Coutu, could you please provide an update on the below outstanding requests.

Thanks,

Glenn

From: Morrison, Francine [<mailto:francine.morrison@tc.gc.ca>]
Sent: December-20-16 3:21 PM
To: Glenn Brandys
Cc: Coutu, Rosanne
Subject: RE: Access to Information and Privacy file # A-2016-003345/fm
Importance: High

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Best regards,

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Importance: High

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'Significant' number of problems with some Ford models prompts federal probe

Ford Focus owner wants recall after transmission problem makes car jerk forward

By Yvonne Colbert, CBC News Posted: Oct 31, 2016 5:00 AM ET Last Updated: Oct 31, 2016 12:30 PM ET

Transport Canada is investigating a "significant" number of concerns over Ford Focus and Fiesta models after owners reported their cars acted erratically, in some cases jerking forward or stopping suddenly.

The federal department opened what it calls a "defect investigation" in February 2016. As of Oct. 20, it had received complaints from 128 Canadians about the transmission in some 2011-2016 Ford Fiesta and 2012-2016 Ford Focus vehicles.

One of those complainants is Jordan Bonaparte, a Halifax man who bought a new Focus in early 2013 as he and his wife awaited the birth of their son.

"I don't think it's safe to be on the road," he said.

'The car would jerk forward'

Bonaparte wanted a vehicle that was safe, reliable and worry-free. The Focus was sold as an automatic, so the couple had no idea it was run by a manual transmission that shifted automatically with the help of a computer. That means the driver has a traditional automatic shifter with park, reverse, neutral and drive options, while the computer does the work of operating the clutch and shifting gears.

Bonaparte said, about a month after the purchase, the car started rumbling when he accelerated.

"It would go from bumping to, all of a sudden, the car would jerk forward five or seven feet," he said. "The biggest issue at first was my fear of hitting the car in front of me or slowing down and having the car behind me hit me."

When stopped on an incline, the car would also roll backward as Bonaparte tried to move forward.

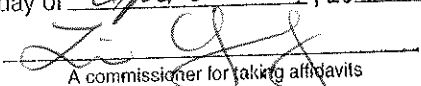
3 replacements

The Ford dealership gave him differing reasons for the problem, he said.

"It had to do with multiple drivers of the car [or] it was normal operation of the transmission," Bonaparte said.

With approximately 45,000 kilometres on the vehicle, Bonaparte was waiting for his third transmission or clutch replacement when he spoke to CBC News earlier this month.

He said the prior two replacements gave him about a month of fairly smooth driving until the problem started again.

This is Exhibit "E" referred to in the affidavit of GLENN BRANDYS sworn before me, this 13th day of April, 2017

 A commissioner for taking affidavits

The problems were so bad after the last replacement that he and his wife stopped driving their three-year-old son in it.

'They fear for their safety'

Bonaparte and his wife aren't alone. Toronto lawyer Ted Charney says he is preparing a national class action lawsuit against Ford over what he calls a "transmission defect."

Charney said his firm has been contacted by 1,000 Canadians, some of whom he says have had their transmission replaced as many as seven times.

"All of the calls are pretty much the same," Charney said. "They fear for their safety, they don't want their family in these cars."

Charney, who estimates there are 150,000 affected vehicles in Canada, said there are also class action lawsuits underway in the U.S. and Australia.

Lawyer not aware of injuries or fatalities

He's not aware of injuries or fatalities because of the problem, but has received "a number of complaints from people who have been in accidents which they attribute to the defects in this vehicle, because the vehicle lurches forward or it doesn't proceed forward when they step on the pedal to accelerate or it suddenly stops."

"Many of them have been in situations where they have almost had an accident," he said.

Like some of Charney's clients, Ford offered Bonaparte a discount on the purchase of a new vehicle. Charney said that's not enough.

"What people have to decide now is whether to park the car or get rid of it at a very low price or just keep driving it and taking their chances. I mean, it's a very difficult situation."

'It's only a matter of time'

Bonaparte said he's been asking for a rental for three years but only got one recently as he waited for his third transmission replacement.

"Only after speaking to you — and letting Ford know that I was speaking with you — did they agree to offer me a rental car, something that I'd been asking for since the first transmission was replaced," he told CBC News.

He thinks Ford should recall the vehicles.

"It's only a matter of time before someone's killed," Bonaparte said.

Company says it's discussing solutions

Ford Canada said it takes customer concerns seriously and is "committed to investigating those concerns and responding to our customers." Spokeswoman Michelle Lee-Gracey said in an email that

11/22/2016

'Significant' number of problems with some Ford models prompts federal probe - Business - CBC News

the company continues to discuss solutions with Bonaparte.

Transport Canada says anyone with a concern about vehicle safety should report it to them.

It's in the process of separating driveability and service-related issues on the Ford models from those that are safety-related, such as loss of propulsion, according to an email from a Transport Canada spokeswoman.

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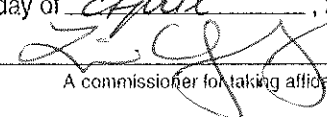
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This is Exhibit "F" referred to in the
affidavit of GLENN BRANDYS
sworn before me, this 13th
day of April, 20 17

A commissioner for taking affidavits

Complaints from Ford Focus, Fiesta owners to Transport Canada double in 2 weeks

2014 Ford Focus owner in Stoney Point, Ont., drives with stickers of lemons plastered on her car

By Yvonne Colbert, [CBC News](#) Posted: Nov 04, 2016 11:56 AM ET Last Updated: Nov 04, 2016 12:14 PM ET

The number of complaints about the transmission in some Ford Focus and Fiesta models has more than doubled in the past two weeks, as more and more Canadians express concerns about the safety of the vehicles.

As of Nov. 3, Transport Canada had received 322 complaints about 2011-16 Ford Fiesta and 2012-16 Ford Focus vehicles. The number of complaints was 128 as of Oct. 20.

More than three dozen car owners contacted CBC News after a report earlier this week on a "defect investigation" launched by the federal department. It's looking at complaints about the transmission in some of those vehicles.

The cars in question have a dual clutch standard transmission with a computer that controls the clutch and shifting.

- [Problems with some Ford models prompt federal probe](#)

Stalled on highway

Matt Kennett, of Cambridge, Ont., said he was shaken last month after the dashboard on his 2013 Ford Focus lit up and his car stalled on Highway 401 — Canada's busiest highway.

"I was in the fast lane doing about 100 kilometres an hour," he said.

He managed to change lanes and coast to the shoulder of the highway.

"At that point I just got out of the car and took a deep breath and walked off to the side a little bit because I was pretty scared," he said.

Kennett said his car has had a clutch and a transmission control module replaced, as well as three software updates. When he took it to the dealership after the highway incident, the car was returned to him without any repair work because "they could not replicate the problem."

Concerned about safety

"I 100 per cent do not feel safe in my car anymore," he told CBC News. "I'm at a situation, though, where I have to commute to work. I can't afford to not go to my job and I can't afford to buy a new vehicle."

Kennett refuses to drive his family in the vehicle.

"I have three small children and a wife, so I feel like I'm taking a risk just putting myself in it every single time I get into the car now, especially since they tell me they literally don't know what the answer is."

Multiple clutch replacements

Taryn Day of Port Coquitlam, B.C., said she's waiting for a fourth clutch replacement for her 2013 Fiesta.

"I am constantly told [by Ford] it's not dangerous, but the fact that my car will not move when I press the gas and then shoots forward is very dangerous in my opinion," she said.

"I'm just asking for a clutch that actually works."

'This car is a lemon'

Trisha Glabb, of Stoney Point, Ont., is so upset about her 2014 Focus "lunging forward for no apparent reason" that she has plastered it with stickers of lemons. She's had the clutch replaced twice and there have been several updates to the car's computer.

"I just think Ford needs to take this car back," she said. "When people are having these kinds of issues and they don't feel safe in a vehicle, they shouldn't be forced to drive it.

"This car is a lemon."

'I am so tired and fed up'

Amanda Revell, of Oakville, Ont., has nothing good to say about her 2012 Ford Fiesta.

"I just had my fifth transmission fitted — three this year alone," she said, adding she just got the vehicle back about a month ago and the problems have started again. "I am so tired and fed up with the issue."

Some of those who contacted CBC News were given temporary replacement vehicles after expressing safety concerns as they waited for repairs.

Ford extends warranty

Ford Canada spokeswoman Michelle Lee-Gracey said in an email that the company has customer service programs which extend the warranty on certain parts of the affected vehicles "to as much as 10 years of service or 240,000 kilometres from the warranty start date of the vehicle."

She recommended customers experiencing issues either see their dealership service adviser or call Ford's customer relationship centre.

In response to a question about whether Ford is considering a recall, Lee-Gracey said Ford is confident in their "current methods for quickly identifying and addressing potential vehicle issues," adding their decisions are driven by the data available.

"When the data indicates a safety recall is needed, we move quickly on behalf of our customers," she said.

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Complaints from Ford Focus, Fiesta owners to Transport Canada double in 2 weeks - Business - CBC News

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11/22/2016

Active Defect Investigations - Transport Canada
CanadaThis is Exhibit "G" referred to in the
affidavit of GLENN BRANDYS
sworn before me, this 13th
day of April, 20 17
A commissioner for taking affidavitsTransport Canada (<http://www.tc.gc.ca/eng/menu.html>)

Home + Road Transportation + Motor Vehicle Safety + Safe Vehicles + Active Defect Investigations

Active Defect Investigations

Defect Investigations and Recalls Division
Motor Vehicle Safety DirectorateIf you believe that you may be experiencing a safety-related problem with your vehicle, your tires or a child car seat, whether or not it is listed below, please complete the on-line [Defect Complaint Form](https://www.waops.tc.gc.ca/Saf-Sec-Sur/IPCDB-BDRV/fo-co.aspx?lang=eng) (<https://www.waops.tc.gc.ca/Saf-Sec-Sur/IPCDB-BDRV/fo-co.aspx?lang=eng>) or contact us.

The following table provides a list of active Transport Canada defect investigations. These investigations into potential defects are being conducted to determine whether actual safety-related defects exist within the associated group of motor vehicles, tires and child car seats. Further information concerning the Defect Investigations program may be found on our Defect Investigations and Recalls web page.

| TC File No. | Year, Make, Model | Potential Safety-Related Defect | Date Opened |
|-------------|--|--|-------------|
| 3280-09-24 | 2011-2016 Ford Fiesta 2012-2016 Ford Focus | Loss of Propulsion in Vehicles Equipped with the DPS6, Dual-Clutch PowerShift Six-Speed Automatic Transmission | Nov 2016 |
| 3280-06-60 | 2011-2015 Ford Explorer | Rear Suspension Toe Link Failures (Different Model Year Range and Different Failure Mode Than TC Recall No. 2016-182 (http://www.waops.tc.gc.ca/Saf-Sec-Sur/IPCDB-BDRV/search-recherche/detail.aspx?lang=eng&mk=42731371213592118671865916126167111758015164486214800147458.md=EXPLORER&lv=0&lv=9998&le=8&le=0&sy=0&sm=2016182&cf=SearchResult&pg=0)) Resulting in a Loss of Vehicle Control | Sep 2016 |
| 3280-38-10 | 2009 Hyundai Elantra Other Vehicle Makes and Models (http://www.motorvehiclesafety/canadian-vehicles-driver-airbag-inflator-precised-acr.html) | The Driver Airbag Inflator Produced by ARC Automotive, Inc. May Rupture During Frontal Airbag Deployment Resulting in Metal Fragments Being Propelled into the Passenger Compartment | July 2016 |
| 3280-11-32 | 2011 Ford Fiesta | Loss of Exterior Lighting or Vehicle Stall Due to Corrosion in the Battery Junction Box (Under-Hood Fuse Box) | July 2016 |
| 3280-03-65 | 2010-2011 Nissan Versa | Loss of Electric Power Steering Assist | July 2016 |
| 3280-08-61 | 2016 Yamaha SRViper Snowmobiles with MPI Turbo Kit | Fire Caused by a Piston Connecting Rod Failure | June 2016 |
| 3280-07-43 | 2006 Nissan X-Trail | Fuel Leakage Due to Corrosion of the Fuel Filler Pipe in Vehicles Outside of TC Recall No. 2014-030 (http://www.waops.tc.gc.ca/Saf-Sec-Sur/IPCDB-BDRV/search-recherche/detail.aspx?lang=eng&mk=34153.md=X-TRAIL&lv=0&lv=9998&le=8&le=0&sy=0&sm=2014030&cf=SearchResult&pg=0) (Nissan Recall No. R1401) | May 2016 |
| 3280-07-44 | 2007-2009 Arctic Cat 'Twin Spar' Chassis Snowmobiles | Fuel Leakage Due to Cracking at the Fuel Pump Mounting Flange | May 2016 |
| 3280-03-63 | 2011-2014 Ford F-150 | Loss of Electric Power Steering Assist | Nov 2015 |
| 3280-03-58 | 2010-2012 Ford Fusion 2010-2012 Lincoln MKZ | Loss of Power Steering Assist | Dec 2014 |
| 3280-07-39 | 2004-2008 Ford F-150 2005-2006 Ford Expedition 2006-2008 Lincoln Mark LT 2005-2008 Lincoln Navigator | Engine Stall Due to the Failure of the Fuel Pump Driver Module (FPDM) | Dec 2014 |
| 3280-04-68 | 2011-2012 Ford F-150 with 3.5L V6 GTDI EcoBoost Engine | Vacuum Pump Failure Resulting in Hard Brake Pedal and Extended Stopping Distances | Oct 2014 |

| TC File No. | Year, Make, Model | Potential Safety-Related Defect | Date Opened |
|-------------|---|---|-------------|
| 3280-10-48 | 2013 Hyundai Santa Fe Sport | Panoramic Sunroof Glass Panel Breakage | Apr 2014 |
| 3280-08-47 | 2011-2013 Ford F-150 with 3.5L V6 GTDI EcoBoost Engine | Unexpected Reduction in Engine Power During Hard Acceleration | July 2013 |
| 3280-03-57 | 2009-2013 Dodge Journey 2007-2013 Dodge Avenger 2007-2013 Chrysler Sebring/Chrysler 200 | Power Steering Hose Failure | Jan 2013 |
| 3280-10-44 | 2000-2011 Forest River Fifth Wheel Travel Trailers | Failure of the Chassis Frame at the Pin Box | Oct 2011 |
| 3280-10-43 | 2000-2011 Keystone Fifth Wheel Travel Trailers | Failure of the Chassis Frame at the Pin Box | Oct 2011 |
| 3280-08-40 | 2006-2010 Ford F150 Pickup Trucks | Spacing Between Brake and Accelerator Pedals | Sep 2010 |

Date modified:
2016-11-18

4/12/2017

Active Defect Investigations - Transport Canada
Canada

This is Exhibit "H" referred to in the affidavit of GLENN BRANDYS

sworn before me, this 13th day of April, 2017


A commissioner for taking affidavits

Transport Canada (<http://www.tc.gc.ca/eng/menu.htm>)

Home → Road Transportation → Motor Vehicle Safety → Safe Vehicles → Active Defect Investigations

Active Defect Investigations

Defect Investigations and Recalls Division
Motor Vehicle Safety Directorate

If you believe that you may be experiencing a safety-related problem with your vehicle, your tires or a child car seat, whether or not it is listed below, please complete the on-line Defect Complaint Form (<https://www.nps.tc.gc.ca/Saf-Sec-Sur/PDRB-BDPP/fo-cp.aspx?lang=eng>) or contact us.

The following table provides a list of active Transport Canada defect investigations. These investigations into potential defects are being conducted to determine whether actual safety-related defects exist within the associated group of motor vehicles, tires and child car seats. Further information concerning the Defect Investigations program may be found on our Defect Investigations and Recalls web page.

| TC File No. | Year, Make, Model | Potential Safety-Related Defect | Date Opened |
|-------------|---|--|-------------|
| 3280-09-24 | 2011-2016 Ford Fiesta 2012-2016 Ford Focus | Loss of Propulsion in Vehicles Equipped with the DPS6, Dual-Clutch PowerShift Six-Speed Automatic Transmission | Nov 2016 |
| 3280-06-60 | 2011-2015 Ford Explorer | Rear Suspension Toe Link Failures (Different Model Year Range and Different Failure Mode Than TC Recall No. 2016-162 (http://www.nps.tc.gc.ca/Saf-Sec-Sur/PDRB-BDPP/fo-cp.aspx?lang=eng&mk=2731371213592H867/865916128157111758015164148621480014745&md=EXPLORER&fy=0&by=98898&sl=0&sy=0&m=2016162&cf=SearchResult&oe=0)) Resulting in a Loss of Vehicle Control | Sep 2016 |
| 3280-38-10 | 2009 Hyundai Elantra http://www.nps.tc.gc.ca/motorvehiclesafety/canadian-vehicles-driver-airbag-inflator-produces-atc.html | The Driver Airbag Inflator Produced by ARC Automotive, Inc. May Rupture During Frontal Airbag Deployment Resulting in Metal Fragments Being Propelled into the Passenger Compartment | July 2016 |
| 3280-11-32 | 2011 Ford Fiesta | Loss of Exterior Lighting or Vehicle Stall Due to Corrosion in the Battery Junction Box (Under-Hood Fuse Box) | July 2018 |
| 3280-03-65 | 2010-2011 Nissan Versa | Loss of Electric Power Steering Assist | July 2018 |
| 3280-03-63 | 2011-2014 Ford F-150 | Loss of Electric Power Steering Assist | Nov 2015 |
| 3280-03-58 | 2010-2012 Ford Fusion 2010-2012 Lincoln MKZ | Loss of Power Steering Assist | Dec 2014 |
| 3280-07-39 | 2004-2008 Ford F-150 2005-2006 Ford Expedition 2006-2008 Lincoln Mark LT 2005-2006 Lincoln Navigator | Engine Stall Due to the Failure of the Fuel Pump Driver Module (FPDM) | Dec 2014 |
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| 3280-08-47 | 2011-2013 Ford F-150 with 3.5L V6 GTDI EcoBoost Engine | Unexpected Reduction in Engine Power During Hard Acceleration | July 2013 |
| 3280-03-57 | 2009-2013 Dodge Journey 2007-2013 Dodge Avenger 2007-2013 Chrysler Sebring/Chrysler 200 | Power Steering Hose Failure | Jan 2013 |

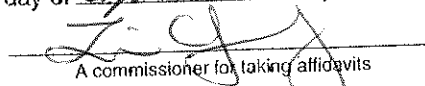
| TC File No. | Year, Make, Model | Potential Safety-Related Defect | Date Opened |
|-------------|--|--|-------------|
| 3280-10-44 | 2000-2011 Forest River Fifth Wheel Travel Trailers | Failure of the Chassis Frame at the Pin Box | Oct 2011 |
| 3280-10-43 | 2000-2011 Keystone Fifth Wheel Travel Trailers | Failure of the Chassis Frame at the Pin Box | Oct 2011 |
| 3280-08-40 | 2006-2010 Ford F150 Pickup Trucks | Spacing Between Brake and Accelerator Pedals | Sep 2010 |

Date modified:
2017-01-18

SB-10045086-5196



Michael A. Berardi
Director
Service Engineering Operations
Ford Customer Service Division

This is Exhibit "I" referred to in the ⁷³⁸
affidavit of GLENN BRANDYS
sworn before me, this 13th
day of April, 2017

A commissioner for taking affidavits

Ford Motor Company
P. O. Box 1904
Dearborn, Michigan 48121

May 3, 2012

TO: All U.S. Ford and Lincoln Dealers

SUBJECT: **Customer Satisfaction Program 12B37**
Certain 2012 Model Year Focus Vehicles Equipped with a DPS6 Automatic Transmission
Reprogram the Powertrain Control Module (PCM), Transmission Control Module (TCM),
and the Anti-Lock Brake System (ABS) Module

PROGRAM TERMS

This program will be in effect through May 31, 2013. There is no mileage limit for this program.

AFFECTED VEHICLES

Certain 2012 model year Focus vehicles equipped with a DPS6 automatic transmission built at the Michigan Assembly Plant from Job #1 through March 28, 2012. Affected vehicles are identified in OASIS. In addition, for a list of vehicles assigned to your dealership, visit <https://web.fsavinlists.dealerconnection.com>. This information will be available on May 3, 2012.

REASON FOR THIS PROGRAM

In some of the affected vehicles, the customer may experience rough or jerky automatic transmission shifts. In addition, the vehicle may experience roll back when the driver is transitioning from the brake pedal to the accelerator pedal while on a slight incline.

SERVICE ACTION

Dealers are to reprogram the PCM, TCM, and ABS modules to the latest calibration using IDS release 78.03 or higher. In addition, dealers are to reset the Oil Life Monitoring System on vehicles built October 13, 2011 or prior. These services must be performed on all affected vehicles at no charge to the vehicle owner. All in-stock vehicles must be repaired prior to delivery. Dealership service management/advisors must provide the Customer Information Sheet (posted with this bulletin) to owners whose vehicles were built on or before October 13, 2011.

OWNER NOTIFICATION MAILING SCHEDULE

Owner Letters are expected to be mailed the week of May 21, 2012. Dealers should repair any affected vehicles that arrive at their dealerships, whether or not the customer has received a letter.

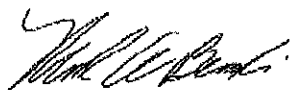
ATTACHMENTS

Attachment I: Administrative Information
Attachment II: Labor Allowances and Parts Ordering Information
Attachment III: Technical Information
Owner Notification Letter
Intelligent Oil Life Monitor™ Customer Information Sheet

QUESTIONS & ASSISTANCE

Special Service Support Center (Dealer Assistance Only) 1-800-325-5621

Sincerely,



Michael A. Berardi

ATTACHMENT I
Page 1 of 2**Customer Satisfaction Program 12B37**
Certain 2012 Model Year Focus Vehicles Equipped with a DPS6 Automatic Transmission
Reprogram the Powertrain Control Module (PCM), Transmission Control Module (TCM),
and the Anti-Lock Brake System (ABS) Module**OASIS ACTIVATED?**

Yes, OASIS will be activated on May 3, 2012.

FSA VIN LIST ACTIVATED?

Yes, FSA VIN list will be available through <https://web.fsavinlists.dealerconnection.com> on May 3, 2012. Owner names and addresses will be available by June 1, 2012.

NOTE: Your FSA VIN list may contain owner names and addresses obtained from motor vehicle registration records. The use of such motor vehicle registration data for any purpose other than in connection with this program is a violation of law in several states, provinces, and countries. Accordingly, you must limit the use of this listing to the follow-up necessary to complete this service action.

STOCK VEHICLES

Correct all affected units in your new vehicle inventory before delivery.

SOLD VEHICLES

- Owners of affected vehicles will be directed to dealers for repairs.
- Immediately contact any of your affected customers whose vehicles are not on your VIN list but are identified in OASIS. Give the customer a copy of the Owner Notification Letter (when available) and schedule a service date.
- Correct other affected vehicles identified in OASIS which are brought to your dealership.

TITLE BRANDED / SALVAGED VEHICLES

Affected title branded and salvaged vehicles are eligible for this service action.

RELATED DAMAGE

If a related damage condition exists that you believe to be caused by the covered condition, call the Special Service Support Center to request approval prior to the repair of any related damage. Requests for approval after completion of the repair will not be granted. Ford Motor Company reserves the right to deny coverage for related damage in cases where the vehicle owner has not had this service action performed on a timely basis.

ADDITIONAL LABOR TIME

- If a condition exists that requires additional labor to complete the repair, call the Special Service Support Center to request approval prior to performing any additional labor. Requests for approval after completion of the repair will not be granted.
- If you encounter aftermarket equipment or modifications to the vehicle which might prevent the repair of the covered condition, call the Special Service Support Center.

ATTACHMENT I

Page 2 of 2

Customer Satisfaction Program 12B37

Certain 2012 Model Year Focus Vehicles Equipped with a DPS6 Automatic Transmission
Reprogram the Powertrain Control Module (PCM), Transmission Control Module (TCM),
and the Anti-Lock Brake System (ABS) Module

OWNER REFUNDS

Refunds are not authorized for this program.

RENTAL VEHICLES

The use of rental vehicles is not authorized for this program.

CLAIMS PREPARATION AND SUBMISSION

- Enter claims using Direct Warranty Entry (DWE).
- Refer to ACESII manual for claims preparation and submission information.
- Related damage must be claimed on a repair line that is separate from the repair line on which the FSA is claimed. Related damage requires prior approval from the Special Service Support Center.
- "MT" labor should be submitted on a separate repair line with the related damage flag checked. "MT" labor requires prior approval from the Special Service Support Center.
- PROGRAM TERMS: This program will be in effect through May 31, 2013. There is no mileage limit for this program.

ATTACHMENT II

Page 1 of 1

Customer Satisfaction Program 12B37
Certain 2012 Model Year Focus Vehicles Equipped with a DPS6 Automatic Transmission
Reprogram the Powertrain Control Module (PCM), Transmission Control Module (TCM),
and the Anti-Lock Brake System (ABS) Module

LABOR ALLOWANCES

| Description | Labor Operation | Labor Time |
|--|-----------------|------------|
| Reprogram the PCM, TCM*, and ABS modules (and reset the oil life monitoring system if necessary). <ul style="list-style-type: none"> • The oil life monitoring system should ONLY be reset on vehicles built October 13, 2011 or prior. • All vehicles built prior to March 26, 2012 require an ABS module update. | 12B37B | 0.6 Hours |
| Reprogram the PCM and TCM* modules. <ul style="list-style-type: none"> • Vehicles built March 26 through March 28, 2012 may already be at the latest ABS calibration level and will not require an ABS module update. IDS will indicate if the ABS update is not required. | 12B37C | 0.4 Hours |

* **NOTE:** Since the reprogramming involved with this Field Service Action will NOT clear the adaptive tables, the transmission adaptive learning procedure is NOT required for this program.

PARTS REQUIREMENTS / ORDERING INFORMATION

Parts are not required to complete this repair.

CSC-10045086-3565



Ford Motor Company
 Ford Customer Service Division
 P. O. Box 1904
 Dearborn, Michigan 48121

May 2012

Customer Satisfaction Program 12B37

Mr. John Sample
 123 Main Street
 Anywhere, USA 12345

Your Vehicle Identification Number: 12345678901234567

At Ford Motor Company, it has been our goal for more than 100 years to provide customers with high-quality, dependable products. In order to maintain these standards, Ford Motor Company is providing a no-charge Customer Satisfaction Program (Program Number 12B37) for your vehicle, with the Vehicle Identification Number shown above.

What is the issue? You may experience rough or jerky automatic transmission shifts. In addition, the vehicle may experience roll back when the driver is transitioning from the brake pedal to the accelerator pedal while on a slight incline. Ford has developed calibration improvements to the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake module to address these concerns.

What will Ford and your dealer do? In the interest of customer satisfaction, Ford Motor Company has authorized your dealer to reprogram the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake System module free of charge (parts and labor) under the terms of this program.
 This Customer Satisfaction Program will be in effect until May 31, 2013 regardless of mileage. Coverage is automatically transferred to subsequent owners.

How long will it take? The time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time.

What should you do? Please call your dealer without delay and request a service date for Customer Satisfaction Program 12B37. Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle. The VIN is printed near your name at the beginning of this letter.
 If you do not already have a servicing dealer, you can access www.Fordowner.com for dealer addresses, maps, and driving instructions. Ford Motor Company wants you to have this service action completed on your vehicle. The vehicle owner is responsible for making arrangements to have the work completed. Ford Motor Company can deny coverage for any

vehicle damage that may result from the failure to have this service action performed on a timely basis. Therefore, please have this service action performed as soon as possible.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.

You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

Can we assist you further?

If you have difficulties getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager for assistance.

RETAIL OWNERS: If you still have concerns, please contact the Ford Motor Company Customer Relationship Center at 1-866-436-7332 and one of our representatives will be happy to assist you. For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 5:00PM (Your Local Time).

If you wish to contact us through the internet, our address is:
www.Fordowner.com.

FLEET OWNERS: If you still have concerns, please contact the Fleet Customer Information Center at 1-800-34-FLEET, Option #3 and one of our representatives will be happy to assist you. Representatives are available Monday through Friday: 8:00AM - 5:00PM (Your Local Time).

Or you may contact us through the Internet at www.fleet.ford.com.

Thank you for your attention to this important matter.

Ford Customer Service Division



**2012 Model Year Focus Vehicles Built on or Before October 13, 2011
Intelligent Oil Life Monitor™ Customer Information Sheet**

Your vehicle is equipped with an Intelligent Oil Life Monitor™ that determines when the engine oil should be changed, based on how your vehicle is used. By using several important factors in its calculations, the monitor helps reduce the cost of owning your vehicle and reduce environmental waste at the same time. This means you won't have to remember to change the oil on a mileage-based schedule; the car lets you know when an oil change is due by displaying ENGINE OIL CHANGE DUE or OIL CHANGE REQUIRED in the message center.

The Intelligent Oil Life Monitor™ system may not have been functioning as intended on your vehicle, but has been updated to ensure correct operation. During the update process it was necessary to reset the system. As a result, the remaining oil life for your vehicle is now set to 100%. Since this reset did not occur at the same time as an actual oil change, please complete your next engine oil change based on the recommended mileage interval, indicated in your Owner Guide, instead of utilizing the Intelligent Oil Life Monitor™ system. Once you have completed your next engine oil change AND the oil life monitoring system has been reset, you can utilize this feature to alert you to when your vehicle requires an oil change. The procedure to reset your oil life monitoring system can be found in your Owner Guide.

We apologize for any inconvenience this situation may cause.

Sincerely,

Ford Motor Company
Ford Customer Service Division

**CERTAIN 2012 MODEL YEAR FOCUS VEHICLES EQUIPPED WITH A DPS6
AUTOMATIC TRANSMISSION — REPROGRAM THE POWERTRAIN CONTROL
MODULE (PCM), TRANSMISSION CONTROL MODULE (TCM), AND ANTI-LOCK
BRAKE SYSTEM (ABS) MODULE****SERVICE PROCEDURE****Important Information For Module Programming**

NOTE: When programming or reprogramming a module, use the following basic checks to ensure programming completes without errors.

- Make sure the battery is fully charged before carrying out the programming steps and connect IDS/scan tool to a power source.
- Inspect Vehicle Communication Module (VCM) and cables for any damage. Make sure scan tool connections are not interrupted during programming.
- A hardwired internet connection is strongly recommended.
- Turn off all unnecessary accessories (radio, heated/cooled seats, head lamps, interior lamps, HVAC system, etc.), close doors.
- Disconnect/depower any aftermarket accessories (remote start, alarm, power inverter, CB radio, etc.).
- Follow all scan tool on-screen instructions carefully.
- Disable IDS/scan tool sleep mode, screensaver, hibernation modes.
- Create all sessions Key On Engine Off (KOEO). Starting the vehicle before creating a session will cause errors within the programming inhale process.



Module Reprogramming

NOTE: Reprogram appropriate vehicle modules before performing diagnostics and clear all Diagnostic Trouble Codes (DTCs) after programming. For DTCs generated after reprogramming, follow normal diagnostic service procedures.

NOTE: IDS must be updated to release 78.03 or higher in order to reprogram the ABS module.

1. Reprogram the PCM, TCM, and ABS Modules to the latest calibration using IDS release 78.03 or higher. Calibration files may also be obtained at www.motorcraft.com.

NOTE: If the vehicle build date is March 26, 2012 or later, the ABS module may already be at the latest calibration. IDS will indicate that no update is available.

NOTE: Since the reprogramming involved with this Field Service Action will NOT clear the adaptive tables, the transmission adaptive learning procedure is NOT required for this program.

2. Perform the ABS module IVD initialization.

NOTE: The vehicle must be on level ground and at a complete standstill. Ensure steering wheel is in straight ahead position and do not move steering wheel during initialization. Any vehicle movement results in initialization failure.

- a. After programming the ABS module, it is critical the IVD initialization sequence be performed to ensure the ABS module functions as intended. From the toolbox, select "Chassis", "Braking", and "IVD Initialization Sequence" and follow the on screen instructions. Ensure that all four IVD sensors referenced below are calibrated.

- Lateral Acceleration Sensor
- Longitudinal Acceleration Sensor
- Pressure Sensor
- Steering Angle Sensor

- b. After all sensors have been calibrated, perform an on demand self test on the ABS module to ensure there are no DTCs present that may have been set during the programming process. If any codes are present, follow normal diagnostic routines.



3. If the vehicle build date is on or before October 13, 2011, reset the oil life monitoring system. If not, release the vehicle.

NOTE: On vehicles built between Job #1 and October 13, 2011, the oil life monitoring system may not have been working properly. Reprogramming the PCM corrects this concern but activates the "Engine Oil Change Due" maintenance message.

- a. Turn the ignition key to the "ON" position. Do not start the engine. For vehicles with push-button start, press and hold the START/STOP button for two seconds without pressing the brake pedal. Do not attempt to start the engine.
- b. Press both the accelerator and brake pedals at the same time.
 - Keep both pedals fully pressed.
 - After three seconds, the "Service: Oil Reset In Progress" message will be displayed.
- c. Once the "Service: Oil Reset Complete" message is displayed (after approximately 25 seconds), release both the accelerator and brake pedals.
- d. Rotate the key to the "OFF" position. For vehicles with push-button start, press the START/STOP button to turn the vehicle off completely.
- e. Give the owner a copy of the "Intelligent Oil Life Monitor™ Customer Information Sheet".



**Recovering a PCM/Body Control Module (BCM) when programming has resulted in a blank module:
NEVER DELETE THE ORIGINAL SESSION!**

1. Obtain the original IDS that was used when the programming error occurred during Module Reprogramming (MR) or Programmable Module Installation (PMI).
2. Disconnect the VCM from the data link connector (DLC) and the IDS.
3. Reconnect the VCM to IDS and then connect to the DLC. Once reconnected, the VCM icon should appear in the corner of the IDS screen. If it does not, troubleshoot the IDS to VCM connection.
4. Locate the ORIGINAL vehicle session when programming failed. This should be the last session used in most cases. If not, use the session created on the date that the programming failed.

NOTE: If the original session is not listed in the previous session list, click the "Recycle Bin" icon at the lower right of the previous session screen. This will load any deleted sessions and allow you to look through them. Double-click the session to restore it.

5. Once the session is loaded, the failed process should resume automatically.
6. If programming does not resume automatically, proceed to the Module Programming menu and select the previously attempted process, Programmable Module Installation (PMI) or Module Reprogramming.
7. Follow all on-screen prompts/instructions.
8. Near the end of programming, the IDS will prompt you to select certain parameters. It is important to make a selection for ALL parameters listed. If the correct selection is already highlighted, you must still choose that selection before clicking the "Tick" mark to complete the configuration.
9. The last screen on the IDS may list additional steps required to complete the programming process. Make sure all applicable steps listed on the screen are followed in order.



SB-10052774-6767

**GRIND/SCRAPING NOISE—DPS6 TRANSMISSION
BUILT ON OR BEFORE 3/17/2013**

TSB 13-5-12

FORD:
2012-2013 Fiesta

ISSUE

Some 2012-2013 Fiesta vehicles equipped with a DPS6 transmission and built on or before 3/17/2013 may exhibit a grinding/scraping noise during cold ambient temperature while coasting down between 80-32 Km/h (50-20 MPH).

ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

1. Remove the transmission, refer to Workshop Manual (WSM), Section 307-11.
2. Replace the Output Shaft 1, refer to WSM, Section 307-11, disassembly and reassembly.

| PART NUMBER | PART NAME |
|---------------|---|
| AE8Z-7060-A | Output Shaft Gears 1/5/6/2- 20 Teeth To Final Drive Ring Gear |
| AE8Z-7052-A | Input Shaft Seal Inner |
| AE8Z-7064-B | Snap Ring - Clutch To Hollow Input Shaft |
| W705448-S441 | Flexplate-To-Clutch Nut (2 Pkg Req) |
| AE8Z-7007-A | Engine-To-Transaxle Separator Plate |
| 2S6Z-9450-A | Gasket - Exhaust |
| W703662-S403 | Nut - Exhaust |
| W709618-S442 | Bolt - Ball Joint |
| W520203-S442 | Nut - Ball Joint |
| YS4Z-3N324-AA | Strap - Bearing Retainer |
| W520102-S442 | Nut - Bearing Retainer Strap |
| AE8Z-1S177-A | Seal Axle |
| AE8Z-7118-A | Input Shaft Bearing |
| W790208-S900 | Bolt - M8 X 20 MM Output Shaft Bearing Bolts (2 Pkg Req) |
| W790236-S900 | Bolt - M6 X 16MM Input shaft bearing retainer |

(Continued)

| PART NUMBER | PART NAME |
|--------------------------------|--|
| AE8Z-7B498-A AE8Z-7B498-B | O-Ring - TCM Seal (2 Pkg Req) Speed Sensor O-Ring Seal (3 Pkg Req) |
| W790198-S900 9U7Z-19A506-BA | Bolt - M8 X 15 MM Selector Shaft Transaxle Input Shaft/Spline Lubricant |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant |
| TA-16 XT-11-QDC | Motorcraft® Gasket maker Motorcraft® Dual Clutch Transmission Fluid |

WARRANTY STATUS: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage
Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB.
Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

| OPERATION | DESCRIPTION | TIME |
|-----------|--|----------|
| 130512A | 2012-2013 Fiesta Automatic Transmission (DPS6): Replace The Output Shaft Includes Time To Remove And Install Transmission (Do Not Use With Any Other labor Operations) | 8.4 Hrs. |

DEALER CODING

BASIC PART NO.
7060

CONDITION CODE
42

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford or Lincoln dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supercede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.



Ford Motor Company
 Ford Customer Service Division
 P. O. Box 1904
 Dearborn, Michigan 48121

May 2012

Customer Satisfaction Program 12B37

Mr. John Sample
 123 Main Street
 Anywhere, USA 12345

Your Vehicle Identification Number: 12345678901234567

At Ford Motor Company, it has been our goal for more than 100 years to provide customers with high-quality, dependable products. In order to maintain these standards, Ford Motor Company is providing a no-charge Customer Satisfaction Program (Program Number 12B37) for your vehicle, with the Vehicle Identification Number shown above.

- What is the issue?** You may experience rough or jerky automatic transmission shifts. In addition, the vehicle may experience roll back when the driver is transitioning from the brake pedal to the accelerator pedal while on a slight incline. Ford has developed calibration improvements to the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake module to address these concerns.
- What will Ford and your dealer do?** In the interest of customer satisfaction, Ford Motor Company has authorized your dealer to reprogram the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake System module free of charge (parts and labor) under the terms of this program. This Customer Satisfaction Program will be in effect until May 31, 2013 regardless of mileage. Coverage is automatically transferred to subsequent owners.
- How long will it take?** The time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time.
- What should you do?** Please call your dealer without delay and request a service date for Customer Satisfaction Program 12B37. Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle. The VIN is printed near your name at the beginning of this letter. If you do not already have a servicing dealer, you can access www.Fordowner.com for dealer addresses, maps, and driving instructions. Ford Motor Company wants you to have this service action completed on your vehicle. The vehicle owner is responsible for making arrangements to have the work completed. Ford Motor Company can deny coverage for any

vehicle damage that may result from the failure to have this service action performed on a timely basis. Therefore, please have this service action performed as soon as possible.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.

You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

Can we assist you further?

If you have difficulties getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager for assistance.

RETAIL OWNERS: If you still have concerns, please contact the Ford Motor Company Customer Relationship Center at 1-866-436-7332 and one of our representatives will be happy to assist you. For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 5:00PM (Your Local Time).

If you wish to contact us through the Internet, our address is:
www.Fordowner.com.

FLEET OWNERS: If you still have concerns, please contact the Fleet Customer Information Center at 1-800-34-FLEET, Option #3 and one of our representatives will be happy to assist you. Representatives are available Monday through Friday: 8:00AM - 5:00PM (Your Local Time).

Or you may contact us through the Internet at www.fleet.ford.com.

Thank you for your attention to this important matter.

Ford Customer Service Division



**2012 Model Year Focus Vehicles Built on or Before October 13, 2011
Intelligent Oil Life Monitor™ Customer Information Sheet**

Your vehicle is equipped with an Intelligent Oil Life Monitor™ that determines when the engine oil should be changed, based on how your vehicle is used. By using several important factors in its calculations, the monitor helps reduce the cost of owning your vehicle and reduce environmental waste at the same time. This means you won't have to remember to change the oil on a mileage-based schedule; the car lets you know when an oil change is due by displaying ENGINE OIL CHANGE DUE or OIL CHANGE REQUIRED in the message center.

The Intelligent Oil Life Monitor™ system may not have been functioning as intended on your vehicle, but has been updated to ensure correct operation. During the update process it was necessary to reset the system. As a result, the remaining oil life for your vehicle is now set to 100%. Since this reset did not occur at the same time as an actual oil change, please complete your next engine oil change based on the recommended mileage interval, indicated in your Owner Guide, instead of utilizing the Intelligent Oil Life Monitor™ system. Once you have completed your next engine oil change AND the oil life monitoring system has been reset, you can utilize this feature to alert you to when your vehicle requires an oil change. The procedure to reset your oil life monitoring system can be found in your Owner Guide.

We apologize for any inconvenience this situation may cause.

Sincerely,

Ford Motor Company
Ford Customer Service Division

**CERTAIN 2012 MODEL YEAR FOCUS VEHICLES EQUIPPED WITH A DPS6
AUTOMATIC TRANSMISSION — REPROGRAM THE POWERTRAIN CONTROL
MODULE (PCM), TRANSMISSION CONTROL MODULE (TCM), AND ANTI-LOCK
BRAKE SYSTEM (ABS) MODULE****SERVICE PROCEDURE****Important Information For Module Programming**

NOTE: When programming or reprogramming a module, use the following basic checks to ensure programming completes without errors.

- Make sure the battery is fully charged before carrying out the programming steps and connect IDS/scan tool to a power source.
- Inspect Vehicle Communication Module (VCM) and cables for any damage. Make sure scan tool connections are not interrupted during programming.
- A hardwired internet connection is strongly recommended.
- Turn off all unnecessary accessories (radio, heated/cooled seats, head lamps, interior lamps, HVAC system, etc.), close doors.
- Disconnect/depower any aftermarket accessories (remote start, alarm, power inverter, CB radio, etc.).
- Follow all scan tool on-screen instructions carefully.
- Disable IDS/scan tool sleep mode, screensaver, hibernation modes.
- Create all sessions Key On Engine Off (KOEO). Starting the vehicle before creating a session will cause errors within the programming inhale process.



Module Reprogramming

NOTE: Reprogram appropriate vehicle modules before performing diagnostics and clear all Diagnostic Trouble Codes (DTCs) after programming. For DTCs generated after reprogramming, follow normal diagnostic service procedures.

NOTE: IDS must be updated to release 78.03 or higher in order to reprogram the ABS module.

1. Reprogram the PCM, TCM, and ABS Modules to the latest calibration using IDS release 78.03 or higher. Calibration files may also be obtained at www.motorcraft.com.

NOTE: If the vehicle build date is March 26, 2012 or later, the ABS module may already be at the latest calibration. IDS will indicate that no update is available.

NOTE: Since the reprogramming involved with this Field Service Action will NOT clear the adaptive tables, the transmission adaptive learning procedure is NOT required for this program.

2. Perform the ABS module IVD initialization.

NOTE: The vehicle must be on level ground and at a complete standstill. Ensure steering wheel is in straight ahead position and do not move steering wheel during initialization. Any vehicle movement results in initialization failure.

- a. After programming the ABS module, it is critical the IVD initialization sequence be performed to ensure the ABS module functions as intended. From the toolbox, select "Chassis", "Braking", and "IVD Initialization Sequence" and follow the on screen instructions. Ensure that all four IVD sensors referenced below are calibrated.

- Lateral Acceleration Sensor
- Longitudinal Acceleration Sensor
- Pressure Sensor
- Steering Angle Sensor

- b. After all sensors have been calibrated, perform an on demand self test on the ABS module to ensure there are no DTCs present that may have been set during the programming process. If any codes are present, follow normal diagnostic routines.



3. If the vehicle build date is on or before October 13, 2011, reset the oil life monitoring system. If not, release the vehicle.

NOTE: On vehicles built between Job #1 and October 13, 2011, the oil life monitoring system may not have been working properly. Reprogramming the PCM corrects this concern but activates the "Engine Oil Change Due" maintenance message.

- a. Turn the ignition key to the "ON" position. Do not start the engine. For vehicles with push-button start, press and hold the START/STOP button for two seconds without pressing the brake pedal. Do not attempt to start the engine.
- b. Press both the accelerator and brake pedals at the same time.
 - Keep both pedals fully pressed.
 - After three seconds, the "Service: Oil Reset In Progress" message will be displayed.
- c. Once the "Service: Oil Reset Complete" message is displayed (after approximately 25 seconds), release both the accelerator and brake pedals.
- d. Rotate the key to the "OFF" position. For vehicles with push-button start, press the START/STOP button to turn the vehicle off completely.
- e. Give the owner a copy of the "Intelligent Oil Life Monitor™ Customer Information Sheet".



**Recovering a PCM/Body Control Module (BCM) when programming has resulted in a blank module:
NEVER DELETE THE ORIGINAL SESSION!**

1. Obtain the original IDS that was used when the programming error occurred during Module Reprogramming (MR) or Programmable Module Installation (PMI).
2. Disconnect the VCM from the data link connector (DLC) and the IDS.
3. Reconnect the VCM to IDS and then connect to the DLC. Once reconnected, the VCM icon should appear in the corner of the IDS screen. If it does not, troubleshoot the IDS to VCM connection.
4. Locate the ORIGINAL vehicle session when programming failed. This should be the last session used in most cases. If not, use the session created on the date that the programming failed.

NOTE: If the original session is not listed in the previous session list, click the "Recycle Bin" icon at the lower right of the previous session screen. This will load any deleted sessions and allow you to look through them. Double-click the session to restore it.

5. Once the session is loaded, the failed process should resume automatically.
6. If programming does not resume automatically, proceed to the Module Programming menu and select the previously attempted process, Programmable Module Installation (PMI) or Module Reprogramming.
7. Follow all on-screen prompts/instructions.
8. Near the end of programming, the IDS will prompt you to select certain parameters. It is important to make a selection for ALL parameters listed. If the correct selection is already highlighted, you must still choose that selection before clicking the "Tick" mark to complete the configuration.
9. The last screen on the IDS may list additional steps required to complete the programming process. Make sure all applicable steps listed on the screen are followed in order.



SB-10053464-9710

BANG NOISE HEARD AND/OR BUMP FELT FROM FRONT OF VEHICLE DURING A QUICK 1-2 AND/OR 2-3 SHIFT—UNDER MODERATE TO AGGRESSIVE ACCELERATION

TSB 13-6-10

FORD:
2013 Focus

ISSUE

Some 2013 Focus ST vehicles may exhibit a bang noise and/or bump felt from front of vehicle during a quick 1-2 and/or 2-3 shift under moderate to aggressive acceleration.

ACTION

Perform the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

1. Raise the vehicle on a hoist. Refer to Workshop Manual (WSM), Section 100-02.
2. Remove the lower air deflector by removing the three (3) fasteners. (Figure 1)
3. Remove the engine compartment splash shield by removing the eight (8) fasteners. (Figure 1)
4. Lower the vehicle.
5. Remove battery and battery tray. Refer to WSM, Section 414-01.
6. Position hydraulic floor jack with a wood block under transmission and raise only enough to support weight of transmission.
 - a. Do not attempt to lift the transmission or damage will occur.

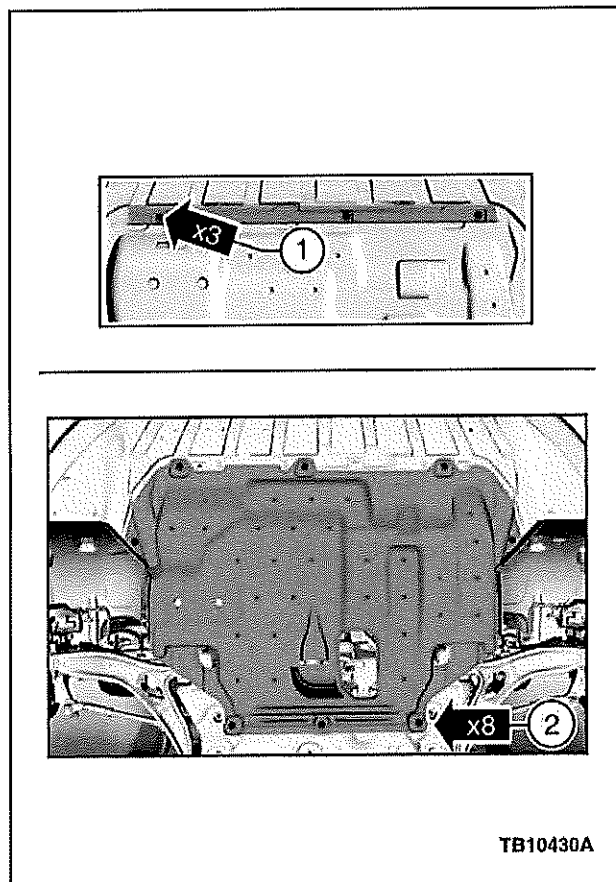


Figure 1 - Article 13-6-10

7. Remove battery tray reinforcement by removing the four (4) fasteners. (Figure 2)

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford or Lincoln dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supercede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 13-6-10 (Continued)

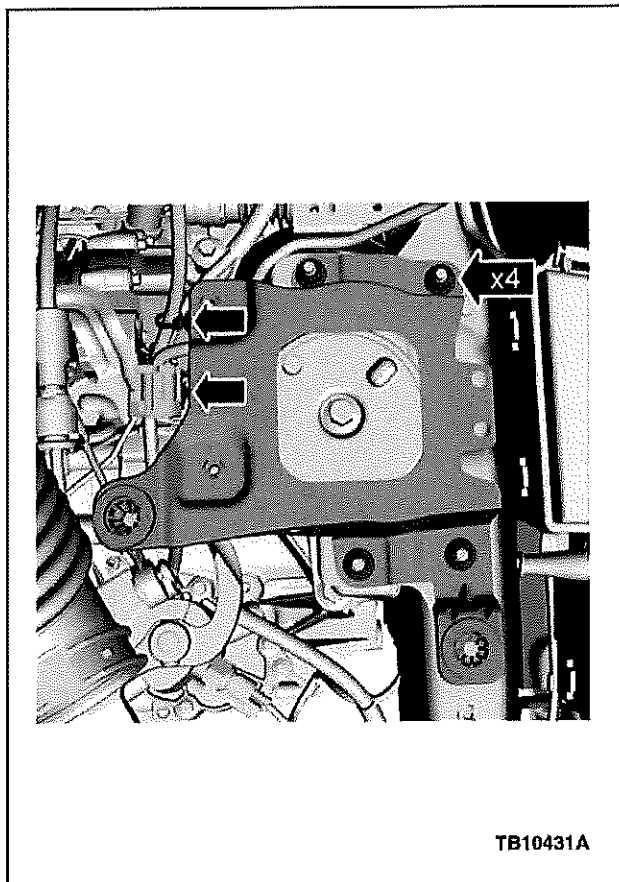


Figure 2 - Article 13-6-10

8. Remove and discard the center fastener securing the transmission support insulator and remove the insulator.
9. Install revised service transmission support insulator and torque new center fastener to 148 N•m (109 lb-ft).
10. Replace the clutch slave cylinder hydraulic tube with revised service part. (Figure 3 - Item 12)
11. Bleed the clutch system. Refer to WSM, Section 308-02, general procedures, 6 speed manual transmissions.
12. Remove floor jack.
13. Install battery tray reinforcement with the four (4) fasteners and torque to 48 N•m (35 lb-ft). (Figure 2)
14. Install battery and battery tray, refer to WSM, Section 414-01.
15. Replace engine mount with revised service part. Refer to WSM, Section 303-01B

- a. If the three (3) engine mount studs loosen during engine mount removal, torque the three (3) engine mount studs to 17.5 N•m (13 lb-ft)

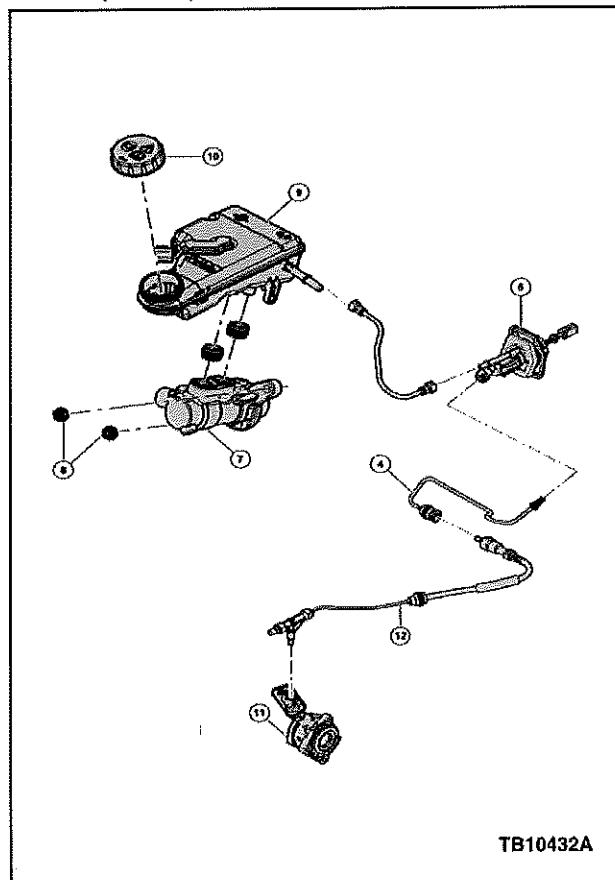


Figure 3 - Article 13-6-10

16. Replace roll restrictor with revised service part. Refer to WSM, Section 308-03.
 - a. When installing the engine compartment splash shield and lower air deflector, do not over tighten the fasteners or threads may be damaged.

| PART NUMBER | PART NAME |
|--------------|---|
| CM5Z-6068-A | Roll Restrictor |
| DV6Z-7A512-B | Clutch Line PTL |
| DV6Z-6038-B | Engine Mount |
| DV6Z-6068-A | Transmission Mount |
| W500361-S442 | Bolt - Transmission Mount |
| W716238-S442 | Bolt - Roll Restrictor |
| PM-20 | Motorcraft® DOT 4 LV High Performance Motor Vehicle Brake Fluid |

TSB 13-6-10 (Continued)

WARRANTY STATUS: Eligible Under Provisions Of
 New Vehicle Limited
 Warranty Coverage
 Warranty/ESP coverage
 limits/policies/prior approvals
 are not altered by a TSB.
 Warranty/ESP coverage
 limits are determined by the
 identified causal part and
 verified using the OASIS
 part coverage tool.

| OPERATION | DESCRIPTION | TIME |
|------------------|---|-------------|
| 130610A | 2013 Focus ST 2.0L GTDI: Replace Mounts And Clutch Hydraulic Cylinder Tube Following The Service Procedure (Do Not Use With Any Other Labor Operations) | 1.8 Hrs |

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|-----------------------|---------------------------|
| 6068 | 42 |

| | |
|--|--------------------|
| INTERMITTENT TRANSMISSION CLUTCH SHUDDER DPS6 AUTOMATIC TRANSMISSION AND/OR TRANSMISSION FLUID LEAK | TSB 14-0047 |
|--|--------------------|

SB-10055320-7775

FORD:

2011-2014 Fiesta

2012-2014 Focus

This article supersedes TSB 13-9-4 to update the Service Procedure and Part List.

ISSUE

Some 2011-2014 Fiesta and 2012-2014 Focus vehicles equipped with a DPS6 automatic transmission may exhibit an intermittent transmission clutch shudder on light acceleration from a stop. Some vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

ACTION

Follow the Service Procedure steps to correct the concern.

SERVICE PROCEDURE

For this article please refer to Workshop Manual (WSM), Section 307-01 for 2012-2014 Focus and 2014 Fiesta. For 2011-2013 Fiesta refer to WSM, Section 307-11.

When referred to the Shop Manual – All steps listed in the WSM must be performed.

1. NOTE:

PERFORMING THE SERVICE ROUTINES WILL CLEAR ADAPTIVE STRATEGY. FAILURE TO PERFORM ALL STEPS OF THE IDS ROUTINES MAY RESULT IN ERRATIC SHIFTS AND DRIVEABILITY CONCERNS.

Reprogram the powertrain control module (PCM)/transmission control module (TCM) to the latest calibration using Integrated Diagnostic System (IDS) release 86.01 or later. Calibration files may also be obtained at www.motorcraft.com.

2. Using IDS follow the WSM Diagnosis and Testing, Diagnosis by Symptom, Pinpoint Test A (Focus, 2014 Fiesta) or Pinpoint Test N (2011-2013 Fiesta) - Clutch Shudder on Acceleration to diagnose shudder.
 - a. Save and upload IDS session data.
3. Following pinpoint test A or N. What is the RPM difference?
 - a. If the readings are less than 250 RPM, proceed to Step 4.
 - b. If readings are 250 RPM or greater, proceed to Step 5.
4. The vehicle is within expected limits and no further action is required.
 - a. The vehicle had a pinpoint test result of less than 250 RPM.
 - b. No sign of fluid leaking from the bell housing area.
 - (1) If fluid is leaking from the bell housing area, proceed to Step 6.
5. Remove the dual clutch assembly. Refer to the WSM, Section 307.
6. Is the vehicle built on or before 6/15/2013, or show signs of fluid leak?
 - a. Yes - proceed to step 7.
 - b. No - proceed to step 8.

NOTE: The information contained in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 14-0047 (Continued)

7. Replace both inner input shaft seals located between the input shafts and the hollow outer input shaft case seal. Refer to WSM, Section 307.
8. Does clutch show signs of any fluid contamination?
 - a. Yes - proceed to Step 9.
 - b. No - proceed to Step 11.
9. Determine clutch shudder repair or replacement.
 - a. Replacement — Dual clutch assembly must be replaced if any of the following conditions are met, proceed to step 11.
 - (1) Dual clutch assembly is not contaminated with any type of fluids and the RPM readings are 250 or over.
 - (2) Dual clutch assembly is contaminated with fluid and the RPM readings are over 550.
 - (3) Fiesta vehicles built on or before 1/12/2011.
 - b. Repair — If the dual clutch assembly is contaminated with transmission fluid and the RPM readings are between 250 to 550 RPM, proceed to Step 10.

10. **WARNING:**
BRAKE PARTS CLEANER PM-4-A IS IRRITATING TO THE SKIN, EYE AND RESPIRATORY TRACT. THIS PRODUCT MAY CAUSE CENTRAL NERVOUS SYSTEM (CNS) DEPRESSION. ALWAYS CONSULT THE MATERIAL SAFETY DATA SHEET BEFORE USE. DUE TO THE VOLUME OF PM-4-A USED DURING THE CLEANING PROCEDURE, THE OPERATOR MUST ENSURE ADEQUATE LOCAL VENTILATION. THE OPERATOR SHOULD WEAR AN ORGANIC CARTRIDGE WITH PARTICLE FILTER RESPIRATOR, EYE PROTECTION (CHEMICAL GOGGLES), NEOPRENE GLOVES, AND LONG SLEEVES. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN SERIOUS PERSONAL INJURY.

WARNING:

Keep solvents away from ignition sources. Solvents may be flammable and can ignite or explode if not handled correctly. Failure to follow this instruction may result in serious personal injury.

NOTE:

Brake Parts Cleaner PM-4-A is classified as extremely flammable.

Refer to WSM, Section 307 clutch cleaning procedure using Essential Special Service Tool 307-722.

11. Install the cleaned or new replacement dual clutch assembly. Refer to WSM, Section 307.
12. Install transmission assembly. Refer to WSM, Section 307, General Procedures, Clutch Unit Cleaning.
13. Is the clutch a new or a cleaned clutch?
 - a. New clutch - no further action is required.
 - b. Cleaned clutch - proceed to Step 14.
14. Use IDS and perform pinpoint test A or N to verify the shudder is within specification. Refer to the WSM, Section 307.
 - a. If shudder is below 250 RPM - vehicle is within Specification. No further action is required
 - b. If shudder is over 250 RPM after the repair has been made, proceed to step 15.
15. Replace the clutch assembly. Refer to the WSM, Section 307.
 - a. Ford and Lincoln Dealerships need to obtain prior approval before proceeding with the installation of a new clutch. (Figure 1)
 - (1) Save and upload IDS session data captured when initially performing pinpoint test A in Step 2 as well as the session data from the validation in Step 14 for use in the prior approval process.
 - (2) Proceed back to Step 11.

TSB 14-0047 (Continued)

| PART NUMBER | PART NAME |
|----------------|---|
| BV6Z-7B546-D | Dual Clutch Assembly Kit |
| AE8Z-7B546-D | Dual Clutch Assembly Kit (Fiesta Built On Or Before 1/12/2011) |
| AE8Z-7007-A | Engine-to-Transaxle Separator Plate (Fiesta) - If Damaged |
| W703662-S403 | Exhaust Nut (Fiesta) |
| 2S6Z-9450-A | Exhaust Gasket (Fiesta) |
| W709618-S442 | Ball Joint Bolt (Fiesta) |
| W520203-S442 | Ball Joint Nut (Fiesta) |
| W715491-S442 | Ball Joint Bolt (Focus) |
| W520415-S442 | Ball Joint Nut (Focus) |
| AE8Z-1S177-A | Halfshaft Seal Kit (2 Req) |
| AE8Z-7052-C | Input Shaft Seal Inner |
| AE8Z-7064-A | Clutch-To-Hollow Input Shaft Snap Ring |
| AE8Z-7064-B | Clutch-To-Hollow Input Shaft Snap Ring (Replace If Reusing Original Clutch) |
| AE8Z-7048-B | Input Shaft Seal Outer |
| W705448-S441 | Flexplate-To-Clutch Nut (2 Pkg Req) |
| YS4Z-3N324-AA | Bearing Retainer Strap |
| W520102-S442 | Bearing Retainer Strap Nut |
| 9U7Z-19A506-BA | Transaxle Input Shaft/Spline Lubricant |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant |
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner (Up to 6 Cans Req) |

| OPERATION | DESCRIPTION | TIME |
|-----------|---|----------|
| 140047A | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Release The Vehicle Within Expected Limits (Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 140047A | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Release The Vehicle Within Expected Limits (Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 140047A | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Release The Vehicle Within Expected Limits (Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 140047B | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.4 Hrs. |
| 140047B | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 5.9 Hrs. |

TSB 14-0047 (Continued)

| OPERATION | DESCRIPTION | TIME |
|-----------|--|----------|
| 140047B | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.3 Hrs. |
| 140047C | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.8 Hrs. |
| 140047C | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.3 Hrs. |
| 140047C | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.7 Hrs. |
| 140047D | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A twice, Save and upload IDS session data captured, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 7.6 Hrs. |
| 140047D | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A twice, Save and upload IDS session data captured, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 7.1 Hrs. |
| 140047D | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A twice, Save and upload IDS session data captured, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 7.5 Hrs. |
| 140047E | 2012-2014 Focus DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Time For Prior Approval, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 5.9 Hrs. |
| 140047E | 2011-2013 Fiesta DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Time For Prior Approval, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 5.4 Hrs. |
| 140047E | 2014 Fiesta DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Time For Prior Approval, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 5.8 Hrs. |

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage

Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

DEALER CODING

769.1

TSB 14-0047 (Continued)

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| 7B546 | 14 |

Ford & Lincoln Dealership DPS6 Transmission Clutch Replacement Prior Approval Submission Process

NOTE: Prior Approval is only required for Step 15 of the TSB service procedure.

1. Access the Professional Technician Society (PTS) to submit a Prior Approval Request.
2. Select the Vehicle ID tab.
3. Run OASIS, by entering the VIN and an applicable symptom code and select "GO".
4. Scroll to the very bottom of the OASIS report and select "Prior Approval".
5. Select "Continue" to advance to the next page.
6. Select "DPS6 Clutch TSB" under the "Powertrain Components" heading.
7. The subsequent pages will ask for additional information regarding the vehicle and warranty coverage, select the proper responses using the available resources.
8. The prior approval form will appear preloaded with the vehicle information.
9. Answer all questions and drop down selections on the form, providing the most accurate and detailed descriptions.
10. Enter a cell phone number and provider if you would like a text message when a response has been posted to PTS.

NOTE: Adding a phone number is not required to submit the request form.

11. Check back on PTS for your reply, under Home > Tech Hotline > Prior Approval Status.

TB10540B

GRIND/SCRAPING NOISE - DPS6 TRANSMISSION BUILT ON OR BEFORE 3/17/2013

TSB 14-0066

SB-10055780-1305

FORD;

2012-2013 Fiesta

This article supersedes TSB 13-5-12 to update the Parts List and Service Labor Time Standards.

ISSUE

Some 2012-2013 Fiesta vehicles equipped with a DPS6 transmission and built on or before 3/17/2013 may exhibit a grinding/scraping noise during cold ambient temperatures while coasting down between 80-32 Km/h (50-20 MPH).

ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

1. Remove the Transmission, refer to Workshop Manual (WSM), Section 307-11.
2. Replace the Output Shaft 1, refer to WSM, Section 307-11, Disassembly and Assembly.

| PART NUMBER | PART NAME |
|----------------|---|
| AE8Z-7060-A | Output Shaft Gears 1/5/6/2 |
| AE8Z-7052-C | Input Shaft Seal Inner |
| AE8Z-7064-B | Snap Ring - Clutch Hub To Clutch |
| 9U7Z-19A506-BA | Transaxle Input Shaft/Spline Lubricant |
| W705448-S441 | Flexplate To Clutch Nuts (2 Pkg Req) |
| AE8Z-7007-A | Engine to Transaxle Separator Plate |
| 2S6Z-9450-A | Exhaust Gasket |
| W703662-S403 | Exhaust Nuts (2 Req) |
| W709618-S442 | Ball Joint Bolt (2 Req) |
| W520203-S442 | Ball Joint Nut (2 Req) |
| YS4Z-3N324-AA | Bearing Retainer Strap |
| W520102-S442 | Bearing Retainer Strap Nuts (2 Req) |
| AE8Z-1S177-A | Halfshaft Seal Kit (2 Req) |
| AE8Z-7118-A | Input Shaft Bearing |
| W790208-S900 | M8 X 20MM Output Shaft Bearing Retainer Bolts (2 pkg Req) |
| W790236-S900 | M6 X 16MM Input Shaft Bearing Retainer Bolts (3 Req) |
| AE8Z-7B498-A | O-Ring TCM (2 pkg Req) |
| AE8Z-7B498-B | O-Ring Speed Sensor (3 pkg Req) |
| W790198-S900 | M8 X 15MM Selector Shaft Bolt |
| AE8Z-7917-A | Input Shaft To Case Snap Ring |
| AE8Z-7064-A | Hollow Input Shaft Snap Ring |

NOTE: The information contained in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 14-0066 (Continued)

| PART NUMBER | PART NAME |
|-------------|---|
| AE8Z-7048-B | Input Shaft Seal Outer |
| TA-16 | Motorcraft® Gasket Maker |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant For Clutch Motor Splines |
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner |

| OPERATION | DESCRIPTION | TIME |
|-----------|---|----------|
| 140066A | 2012-2013 Fiesta Automatic Transmission (DPS6); Replace The Output Shaft Includes Time To Remove/Install Transmission And A Post Road Test (Do Not Use With Any Other labor Operations) | 8.0 Hrs. |

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage.

Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| 7060 | 42 |

CSC-10056390-8154

Ford Motor Company
 Ford Customer Service Division
 P. O. Box 1904
 Dearborn, Michigan 48121

July, 2014

Customer Satisfaction Program 14M01
 Programa de satisfacción del cliente 14M01

Mr. John Sample
 123 Main Street
 Anywhere, USA 12345

Your Vehicle Identification Number: 12345678901234567

At Ford Motor Company, we are not only committed to building high quality, dependable products, but also building a community of happy, satisfied customers. To demonstrate that commitment, we're sending you this notice – and providing a no-charge Customer Satisfaction Program (Program Number 14M01) for your vehicle with the VIN shown above.

What is the reason for this additional coverage program?

On your vehicle, it may be possible for the PowerShift 6-speed Automatic Transmission to exhibit excessive transmission clutch shudder during light acceleration. This condition may be caused by fluid contamination of the clutch due to leaking transmission seals. See Attachment for a description of normal operating characteristics for the PowerShift 6-Speed Automatic Transmission.

In the interest of your satisfaction, Ford Motor Company is extending the limited warranty on the clutch and transmission input shaft seals as well as the transmission software calibration, to a total of seven (7) years or 100,000 miles from the warranty start date, whichever occurs first.

If your vehicle has already exceeded mileage limits listed above, this coverage will last through January 31, 2015. Coverage is automatically transferred to subsequent owners. Affected title branded and salvaged vehicles are not eligible for this service action. This coverage exceeds the original warranty coverage provisions of your vehicle for this part.

What will Ford and your dealer do?

If your vehicle's clutch, transmission input shaft seals, or transmission software calibration require service or replacement due to excessive transmission clutch shudder during light acceleration; and your vehicle is within the indicated time/mileage limitations, Ford Motor Company has authorized your dealer to service the transmission as necessary free of charge (parts and labor).

- How long will it take?** If the components mentioned above require service or replacement, the time needed for this repair is less than one day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Additional time may be required to allow the engine to cool prior to performing this repair.
- What should you do?** You do not need to return to your dealer for this repair unless your vehicle's transmission exhibits excessive transmission clutch shudder on light acceleration (see Attachment). **Please keep this letter as a reminder of the extended warranty coverage for your transmission clutch and transmission input shaft seals.**
If the clutch, transmission input shaft seals, or transmission software calibration should require service or replacement, and your vehicle is within the indicated time/mileage limitations, contact your dealer for a service date. Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle and request a service date for Customer Satisfaction Program 14M01. The VIN is printed near your name at the beginning of this letter. Your dealer will make repairs at no charge.
If you do not already have a servicing dealer, you can access www.Fordowner.com for dealer addresses, maps, and driving instructions.
- Do you need a rental vehicle?** If a repair is needed and your vehicle must be kept at the dealership overnight to complete the repairs, your dealer is authorized to provide a rental vehicle for your personal transportation at no charge (except for fuel, insurance, and tax). Please see your dealer for guidelines and limitations.
- Have you previously paid for this repair?** If you paid to have this service done before the date of this letter, you may be eligible for a refund. Refunds will only be provided for the parts and labor cost associated with repairs to the clutch, transmission input shaft seals or calibration updates to the transmission software. To verify eligibility and expedite reimbursement, give your paid original receipt to your dealer before January 31, 2015. To avoid delays, do not send receipts to Ford Motor Company.
- What if you no longer own this vehicle?** If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.
You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

Can we assist you further?

If you require further assistance in getting your vehicle repaired promptly and without charge, please contact your dealership's Service Advisor.

RETAIL OWNERS: If you have questions or concerns, please contact our **Ford Customer Relationship Center at 1-866-436-7332**, where one of our representatives will be happy to assist you. Or visit us at www.Fordowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

Si necesita ayuda o tiene alguna pregunta, por favor llame al Centro de Relación con Clientes al 1-866-436-7332 y presione 2 para Español.

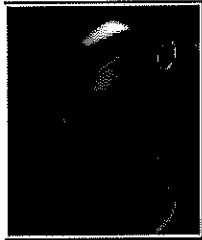
FLEET OWNERS: If you have questions or concerns, please contact the **Fleet Customer Information Center at 1-800-34-FLEET**, choose Option #3, and one of our representatives will be happy to assist you.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

Or you can contact us at www.fleet.ford.com.

As part of the Ford community, we appreciate your attention to this important matter and your continued loyalty.

Ford Customer Service Division



PowerShift 6-Speed Automatic Transmission

Normal Operating Characteristics

The PowerShift 6-speed Automatic Transmission is designed for fun-to-drive performance and exceptional fuel efficiency, by using the advantages of a manual transmission with the convenience of an automatic transmission. You may notice the following characteristics of this technology:

- Mechanical noises after the engine is turned off, after the driver door is opened and during some transmission shifting events. These are normal and do not cause damage.
- Firm gearshifts when moving the accelerator pedal back and forth quickly.

Your transmission continuously makes electronic adjustments to optimize shift quality and acceleration performance. Most adjustments will be made during the first 1,000 miles (1,600 kilometer) of operation or after transmission clutch service and resetting the software calibration. During this break-in period, slight vibrations may be felt when acceleration the vehicle from low speeds. These characteristics are normal for the PowerShift 6-speed Automatic Transmission.

Refer to www.FordOwner.com for Informational Videos and your Owner's Manual for additional information on operation of your PowerShift 6-Speed Transmission.

**EXCESSIVE TRANSMISSION CLUTCH SHUDDER DPS6 AUTOMATIC
TRANSMISSION AND/OR TRANSMISSION FLUID LEAK**

TSB 14-0131

SB-10056925-3455

FORD:

2011-2014 Fiesta

2012-2014 Focus

This article supersedes TSB 14-0047 to update the Title, Issue Statement, Service Procedure and Part List.

ISSUE

Some 2011-2014 Fiesta and 2012-2014 Focus vehicles equipped with a DPS6 automatic transmission may exhibit an excessive transmission clutch shudder on light acceleration. Some vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

ACTION

Follow the Service Procedure steps to correct the concern.

SERVICE PROCEDURE

Refer to Workshop Manual (WSM), Section 307-01 for 2012-2014 Focus and 2014 Fiesta. For 2011-2013 Fiesta refer to WSM, Section 307-11.

When referred to the WSM – All steps listed in the WSM must be performed.

1. NOTE:

PERFORMING THE SERVICE ROUTINES WILL CLEAR ADAPTIVE STRATEGY. FAILURE TO PERFORM ALL STEPS OF THE IDS ROUTINES MAY RESULT IN ERRATIC SHIFTS AND DRIVEABILITY CONCERNS.

Reprogram the powertrain control module (PCM)/transmission control module (TCM) to the latest calibration using Integrated Diagnostic System (IDS) release 91.01 or later. Calibration files may also be obtained at www.motorcraftservice.com.

2. Using IDS follow the WSM Diagnosis and Testing, Diagnosis by Symptom, Pinpoint Test A (Focus, 2014 Fiesta) or Pinpoint Test N (2011-2013 Fiesta) - Clutch Shudder on Acceleration to diagnose shudder.

NOTE: FORD AND LINCOLN DEALERSHIPS NEED TO OBTAIN PRIOR APPROVAL BEFORE PROCEEDING WITH THE INSTALLATION OF A NEW CLUTCH AFTER CLEANING. SAVE AND UPLOAD IDS SESSION DATA CAPTURED FROM THE POST CLUTCH CLEANING VALIDATION IN THE PINPOINT TEST FOR USE IN THE PRIOR APPROVAL PROCESS. (FIGURE 1)

WARNING: BRAKE PARTS CLEANER PM-4-A IS IRRITATING TO THE SKIN, EYE AND RESPIRATORY TRACT. THIS PRODUCT MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION. ALWAYS CONSULT THE MATERIAL SAFETY DATA SHEET BEFORE USE. DUE TO THE VOLUME OF PM-4-A USED DURING THE CLEANING PROCEDURE, THE OPERATOR MUST ENSURE ADEQUATE LOCAL VENTILATION. THE OPERATOR MUST WEAR AN ORGANIC CARTRIDGE WITH PARTICLE FILTER RESPIRATOR, EYE PROTECTION (CHEMICAL GOGGLES), NEOPRENE GLOVES, AND LONG SLEEVES. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN SERIOUS PERSONAL INJURY.

WARNING: KEEP SOLVENTS AWAY FROM IGNITION SOURCES. SOLVENTS MAY BE FLAMMABLE AND CAN IGNITE OR EXPLODE IF NOT HANDLED CORRECTLY. FAILURE TO FOLLOW THIS INSTRUCTION MAY RESULT IN SERIOUS PERSONAL INJURY.

| PART NUMBER | PART NAME |
|-------------|--|
| EV6Z-7052-A | Seal Kit - Focus (Figure 2) Required For All Clutch And Seal Repairs |

NOTE: The information contained in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 14-0131 (Continued)

| PART NUMBER | PART NAME |
|--------------|--|
| EV6Z-7052-B | Seal Kit - Fiesta (Figure 2) Required For All Clutch And Seal Repairs |
| AE8Z-7B546-E | Dual Clutch Assembly Kit - Fiesta Built On Or Before 1/12/2011 |
| BV6Z-7B546-F | Dual Clutch Assembly Kit - Focus & Fiesta Built On Or Aafter 1/13/2011 |
| AE8Z-7007-A | Engine-to-Transaxle Separator Plate — 1.6L |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant |
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner (Up To 6 Cans Req) |

| OPERATION | DESCRIPTION | TIME |
|-----------|--|----------|
| 140131A | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Release The Vehicle Within Expected Limits (Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 140131A | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Release The Vehicle Within Expected Limits (Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 140131A | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Release The Vehicle Within Expected Limits (Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 140131B | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.4 Hrs. |
| 140131B | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 5.9 Hrs. |
| 140131B | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.3 Hrs. |
| 140131C | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.8 Hrs. |
| 140131C | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.3 Hrs. |
| 140131C | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.7 Hrs. |
| 140131D | 2012-2014 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Twice Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 7.6 Hrs. |

TSB 14-0131 (Continued)

| OPERATION | DESCRIPTION | TIME |
|-----------|--|----------|
| 140131D | 2011-2013 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Twice Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 7.1 Hrs. |
| 140131D | 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Twice Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 7.5 Hrs. |
| 140131E | 2012-2014 Focus DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Time For Prior Approval, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 5.9 Hrs. |
| 140131E | 2011-2013 Fiesta DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Time For Prior Approval, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 5.4 Hrs. |
| 140131E | 2014 Fiesta DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Time For Prior Approval, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 5.8 Hrs. |

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage

Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| 7B546 | 14 |

Ford & Lincoln Dealership DPS6 Transmission Clutch
Prior Approval Submission Process

ONLY REQUIRED WITH LABOR OPERATION E
CLUTCH REPLACEMENT AFTER CLUTCH CLEANING

1. Access the Professional Technician Society (PTS) to submit a Prior Approval Request.
 2. Select the Vehicle ID tab.
 3. Run OASIS, by entering the VIN and an applicable symptom code and select "GO".
 4. Scroll to the very bottom of the OASIS report and select "Prior Approval".
 5. Select "Continue" to advance to the next page.
 6. Select "DPS6 Clutch TSB" under the "Powertrain Components" heading.
 7. The subsequent pages will ask for additional information regarding the vehicle and warranty coverage, select the proper responses using the available resources.
 8. The prior approval form will appear preloaded with the vehicle information.
 9. Answer all questions and drop down selections on the form, providing the most accurate and detailed descriptions.
 10. Enter a cell phone number and provider if you would like a text message when a response has been posted to PTS.
- NOTE: Adding a phone number is not required to submit the request form.
11. Check back on PTS for your reply, under Home > Tech Hotline > Prior Approval Status.

TB10560A

TSB 14-0131 (Continued)

SEAL KIT CONTENTS

| Focus Seal Kit (EV6Z-7052-A) | Kit Qty | Part Number |
|--|---------|-------------------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-D or AE8Z-7052-C |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C or AE8Z-7048-B |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-B |
| Ball Joint Bolt | 2 | W715491-S442 |
| Ball Joint Nut | 2 | W520415-S442 |
| Fiesta Seal Kit (EV6Z-7052-B) | Kit Qty | Part Number |
| Input Shaft Seal Inner | 1 | AE8Z-7052-D or AE8Z-7052-C |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C or AE8Z-7048-B |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-B |
| Exhaust Gasket | 1 | 2S6Z-9450-A |
| Exhaust Nut | 2 | W703662-S403 |
| Ball Joint Bolt | 2 | W709618-S442 |
| Ball Joint Nut | 2 | W520203-S442 |

TB10561A

Figure 2 - Article 14-0131

SB-10056390-2422

Michael A. Berardi
 Director
 Service Engineering Operations
 Ford Customer Service Division

Ford Motor Company
 P. O. Box 1904
 Dearborn, Michigan 48121

July 21, 2014

TO: All U.S. Ford and Lincoln Dealers

SUBJECT: **Customer Satisfaction Program 14M01**
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles Equipped with a
 DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

REF : TSB 14-0131 – Excessive Transmission Clutch Shudder DPS6 Automatic
 Transmission and/or Transmission Fluid Leak

PROGRAM TERMS

This program extends the coverage of the DPS6 Transmission input shaft seals, clutch and transmission software calibration to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded the mileage limits, this coverage will last through January 31, 2015. Coverage is automatically transferred to subsequent owners.

NOTE: This program DOES NOT apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty Powertrain coverage. Repairs for vehicles covered by New Vehicle Limited Warranty Powertrain coverage should be claimed using the Labor Operation Codes provided in Technical Service Bulletin (TSB) 14-0131.

VEHICLES COVERED BY THIS PROGRAM

Certain 2011 through 2014 model year Fiesta vehicles equipped with a DPS6 transmission built at the Cuautitlan Assembly Plant from November 3, 2009 through June 5, 2013; and certain 2012 through 2014 model year Focus vehicles equipped with a DPS6 transmission built at the Michigan Assembly Plant from August 1, 2010 through June 5, 2013. Affected vehicles are identified in OASIS.

REASON FOR PROVIDING ADDITIONAL COVERAGE

Some of the affected vehicles may exhibit excessive transmission clutch shudder during light acceleration. These issues may be due to fluid contamination of the clutch caused by leaking input shaft seals. Vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

SERVICE ACTION

If an affected vehicle exhibits this condition and is beyond New Vehicle Limited Warranty Powertrain coverage, dealers are to perform diagnosis and repairs consistent with TSB 14-0131. This service must be performed at no charge to the vehicle owner.

OWNER NOTIFICATION MAILING SCHEDULE

Owner Letters are expected to be mailed the week of July 28, 2014. Dealers should repair any affected vehicles that exhibit excessive transmission clutch shudder during light acceleration, or transmission fluid leaking from the clutch housing, whether or not the customer has received a letter.

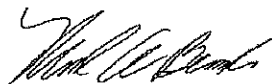
ATTACHMENTS

Attachment I: Administrative Information
Attachment II: Labor Allowances and Parts Ordering Information
Attachment III: Technical Information
Owner Notification Letter with Attachment of Normal Operation of DPS6

QUESTIONS & ASSISTANCE

Special Service Support Center (Dealer Assistance Only) 1-800-325-5621

Sincerely,



Michael A. Berardi

Customer Satisfaction Program 14M01
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

OASIS ACTIVATED?

Yes, OASIS will be activated on July 21, 2014.

FSA VIN LIST ACTIVATED?

FSA VIN list will not be activated for this service action.

STOCK VEHICLES

Do not perform this program unless the affected vehicle exhibits the covered condition.

SOLD VEHICLES

Owners of affected vehicles will be directed to dealers only if the vehicle exhibits the covered condition.

TITLE BRANDED / SALVAGED VEHICLES

Affected title branded and salvaged vehicles are **not** eligible for this service action.

RELATED DAMAGE

If a related damage condition exists that you believe to be caused by the covered condition, call the Special Service Support Center to request approval **prior** to the repair of any related damage. Requests for approval after completion of the repair will not be granted.

ADDITIONAL LABOR TIME

- If a condition exists that requires additional labor to complete the repair, call the Special Service Support Center to request approval **prior** to performing any additional labor. Requests for approval after completion of the repair will not be granted.
- If you encounter aftermarket equipment or modifications to the vehicle which might prevent the repair of the covered condition, call the Special Service Support Center.

OWNER REFUNDS

- Ford Motor Company is offering a refund for owner-paid repairs covered by this program if the repair was performed before the date of the Owner Notification Letter. This refund offer expires January 31, 2015.
- Refunds will only be provided for the parts and labor cost associated with repairs to the clutch, transmission input shaft seals, or calibration updates to the transmission software.

ATTACHMENT I

Page 2 of 2

Customer Satisfaction Program 14M01
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

RENTAL VEHICLES

Ford Motor Company will pre-approve one day of vehicle rental. Rentals will only be reimbursed for the day the vehicle is at the dealership for part replacement. Follow Extended Service Plan (ESP) guidelines for dollar amounts. The daily rate can include applicable taxes but are must not exceed the stated daily rate. Prior approval for more than one rental day is required from the Special Service Support Center (1-800-325-5621).

Up to two days of vehicle rental is pre-approved when replacement of a clutch is required after clutch cleaning, claim with labor operation 14M01E.

CLAIMS PREPARATION AND SUBMISSION

- Enter claims using Direct Warranty Entry (DWE).
- Refer to ACESII manual for claims preparation and submission information.
- Related damage must be claimed on a repair line that is separate from the repair line on which the FSA is claimed. Related damage requires prior approval from the Special Service Support Center.
- "MT" labor should be submitted on a separate repair line with the related damage flag checked. "MT" labor requires prior approval from the Special Service Support Center.
- Submit refunds on a separate repair line.
 - Program Code: 14M01 - Misc. Expense: ADMIN
 - Misc. Expense: REFUND - Misc. Expense: 0.2 Hrs.
- Multiple refunds should be submitted on one repair line and the invoice details for each repair should be detailed in the comments section of the claim.
- For rental vehicle claiming, follow Extended Service Plan (ESP) guidelines for dollar amounts. Enter the total amount of the rental expense under Miscellaneous Expense code "Rental".
- PROGRAM TERMS: This program extends the coverage of the Automatic Transmission software calibration, clutch, and transmission input shaft seals to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded the mileage limits, this coverage will last through January 31, 2015.
- This program **DOES NOT** apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty. Repairs for vehicles covered by New Vehicle Limited Warranty should be claimed using the Labor Operation Codes provided in Technical Service Bulletin 14-0131. If the vehicle is beyond coverage of the New Vehicle Limited Warranty and covered by an Extended Service Plan (ESP), claim repairs to this program (FSA 14M01) instead of the ESP Plan.

ATTACHMENT II

Page 1 of 4

Customer Satisfaction Program 14M01
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

LABOR ALLOWANCES

Labor allowances are consistent with TSB 14-0131. Repairs for vehicles covered by New Vehicle Limited Warranty should be claimed using the Labor Operation Codes provided in TSB 14-0131.

| Description | Labor Operation | Vehicle Application | Labor Time |
|---|-----------------|---------------------|------------|
| Reprogram The TCM Includes performing the pinpoint test (Do Not Use With Any Other Labor Operations, Does not require a prior approval code) | 14M01A | 2012-2014MY FOCUS | 1.1 Hours |
| | | 2011-2013MY FIESTA | 1.1 Hours |
| | | 2014MY FIESTA | 1.1 Hours |
| Replace the Clutch and Both Input Shaft Seals Includes reprogramming the TCM, performing the pinpoint test, and post road test (Do Not Use With Any Other Labor Operations, Does not require a prior approval code) | 14M01C | 2012-2014MY FOCUS | 6.8 Hours |
| | | 2011-2013MY FIESTA | 6.3 Hours |
| | | 2014MY FIESTA | 6.7 Hours |
| Clean the Clutch and Replace Both Input Shaft Seals Includes reprogramming the TCM, performing the pinpoint test, and post repair data capture (Do Not Use With Any Other Labor Operations Except E, Does not require a prior approval code) | 14M01D | 2012-2014MY FOCUS | 7.6 Hours |
| | | 2011-2013MY FIESTA | 7.1 Hours |
| | | 2014MY FIESTA | 7.5 Hours |
| Replace the Clutch after Cleaning This Operation Requires a Prior Approval Code And Can Only Be Claimed With Operation D. Includes time for Prior Approval and post road test. (Use with Labor Operation D, Requires a Prior Approval Code) | 14M01E * | 2012-2014MY FOCUS | 5.9 Hours |
| | | 2011-2013MY FIESTA | 5.4 Hours |
| | | 2014MY FIESTA | 5.8 Hours |

* **NOTE:** US Ford and Lincoln Dealerships need to obtain prior approval before proceeding with the installation of a new clutch after cleaning (Labor Op E). Refer to Technical Information Attachment III for the Prior Approval Process.

ATTACHMENT II

Page 2 of 4

Customer Satisfaction Program 14M01
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

PARTS REQUIREMENTS / ORDERING INFORMATION**Seal Kits (Order per Application)**

| Part Number | Description Seal Kits Contain all Required Seals and Hardware to Complete the Repair | Order Quantity |
|-------------|--|----------------|
| EV6Z-7052-A | Focus Seal Kit (see page 4 of 4 for kit contents) | 1 |
| EV6Z-7052-B | Fiesta Seal Kit (see page 4 of 4 for kit contents) | 1 |

Clutch Assembly (Order per Application)

| Part Number | Description | Order Quantity |
|---------------------------------|--|------------------|
| BV6Z-7B546-D or BV6Z-7B546-F | Dual Clutch Assembly Kit <ul style="list-style-type: none"> • All Focus Vehicles • Fiesta Vehicles built on or after 1/13/2011 | 1 |
| AE8Z-7B546-D or AE8Z-7B546-E | Dual Clutch Assembly Kit for Fiesta built on or before 1/12/2011 | 1 |
| AE8Z-7007-A | Engine to Transaxle Separator Plate –1.6L Engines (Fiesta) | 1 (1.6L Only) |

Other Supplies

| Part Number | Motorcraft and Other Supplies | Quantity |
|-------------|---|-----------------|
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid | Up to 2 Qts |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner (Up to 6 Cans Required) | Up to 6 Cans |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant | As Needed |

The DOR/COR number for this program is 50549.

Order your parts requirements through normal order processing channels.

Questions regarding parts should be directed to the Special Service Support Center (1-800-325-5621) or E-mailed to: Ford@Renkim.com.

ATTACHMENT II
Page 3 of 4

Customer Satisfaction Program 14M01
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION AND RETURN

Follow the provisions of the Warranty and Policy Manual, Section 1 "WARRANTY PARTS RETENTION AND RETURN POLICIES."

EXCESS STOCK RETURN

Excess stock returned for credit must have been purchased from Ford Customer Service Division in accordance with Policy Procedure Bulletin 4000.

ATTACHMENT II

Page 4 of 4

Customer Satisfaction Program 14M01
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

SEAL KIT CONTENTS

| Focus Seal Kit (EV6Z-7052-A) | Kit Qty | Part Number |
|--|----------------|-------------------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-D or AE8Z-7052-C |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C or AE8Z-7048-B |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-B |
| Ball Joint Bolt | 2 | W715491-S442 |
| Ball Joint Nut | 2 | W520415-S442 |

| Fiesta Seal Kit (EV6Z-7052-B) | Kit Qty | Part Number |
|--|----------------|-------------------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-D or AE8Z-7052-C |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C or AE8Z-7048-B |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-B |
| Exhaust Gasket | 1 | 2S6Z-9450-A |
| Exhaust Nut | 2 | W703662-S403 |
| Ball Joint Bolt | 2 | W709618-S442 |
| Ball Joint Nut | 2 | W520203-S442 |

**CERTAIN 2011 THROUGH 2014 MODEL YEAR FIESTA AND FOCUS VEHICLES
EQUIPPED WITH A DUAL DRY-CLUTCH POWERSHIFT 6-SPEED AUTOMATIC
TRANSMISSION — TRANSMISSION CLUTCH SHUDDER /TRANSMISSION INPUT
SHAFT SEAL WARRANTY EXTENSION****OVERVIEW**

Some of the affected vehicles may exhibit excessive transmission clutch shudder during light acceleration. These issues may be due to fluid contamination of the clutch caused by leaking input shaft seals. Vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

This program extends the coverage of the DPS6 Transmission Software Calibration, Clutch, and Transmission Input Shaft Seals to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first.

SERVICE PROCEDURE

NOTE: For this recall please refer to Workshop Manual (WSM), Section 307-01 for 2012-2014 Focus and 2014 Fiesta. For 2011-2013 Fiesta refer to WSM, Section 307-11. When referred to the WSM – All steps listed in the WSM must be performed.

1. Reprogram the Powertrain Control Module (PCM)/Transmission Control Module (TCM) to the latest calibration using IDS release 91.01 or later.

NOTE: Calibration files may also be obtained at www.motorcraftservice.com.

NOTE: Follow the IDS on-screen instructions to complete the reprogramming procedure.

2. Using IDS follow the WSM Diagnosis and Testing, Diagnosis by Symptom:

- Pinpoint Test A (2012-2014 Focus, 2014 Fiesta)
- Pinpoint Test N (2011-2013 Fiesta) - Clutch Shudder on Acceleration to diagnose shudder.

NOTE: US Ford and Lincoln Dealerships need to obtain prior approval before proceeding with the installation of a new clutch after cleaning (Labor Operation E). Save and upload IDS session data captured from the post clutch cleaning validation in the pinpoint test for use in the prior approval process.



**Ford & Lincoln Dealership DPS6 Transmission Clutch Prior Approval Submission Process
(ONLY REQUIRED WITH LABOR OPERATION E CLUTCH REPLACEMENT AFTER CLUTCH
CLEANING)**

1. Access the Professional Technician Society (PTS) to submit a Prior Approval Request.
2. Select the Vehicle ID tab.
3. Run OASIS, by entering the VIN and an applicable symptom code and select "GO".
4. Scroll to the very bottom of the OASIS report and select "Prior Approval".
5. Select "Continue" to advance to the next page.
6. Select "DPS6 Clutch TSB" under the "Powertrain Components" heading.
7. The subsequent pages will ask for additional information regarding the vehicle and warranty coverage, select the proper responses using the available resources.
8. The prior approval form will appear preloaded with the vehicle information.
9. Answer all questions and drop down selections on the form, providing the most accurate and detailed descriptions.
10. Enter a cell phone number and provider if you would like a text message when a response has been posted to PTS.

NOTE: Adding a phone number is not required to submit the request form.

11. Check back on PTS for your reply, under Home > Tech Hotline > Prior Approval Status.



Important Information for Module Programming

NOTE: Reprogram appropriate vehicle modules before performing diagnostics and clear all Diagnostic Trouble Codes (DTCs) after programming. For DTCs generated after reprogramming, follow normal diagnostic service procedures.

NOTE: Performing the service routines will clear adaptive strategy. Failure to perform all steps of the IDS routines may result in erratic shifts and driveability concerns.

NOTE: When programming or reprogramming a module, use the following basic checks to ensure programming completes without errors.

- Make sure the 12V battery is fully charged before carrying out the programming steps and connect IDS/scan tool to a power source.
- Inspect Vehicle Communication Module (VCM) and cables for any damage. Make sure scan tool connections are not interrupted during programming.
- A hardwired connection is strongly recommended.
- Turn off all unnecessary accessories (radio, heated/cooled seats, headlamps, interior lamps, HVAC system, etc.) and close doors.
- Disconnect/depower any aftermarket accessories (remote start, alarm, power inverter, CB radio, etc.).
- Follow all scan tool on-screen instructions carefully.
- Disable IDS/scan tool sleep mode, screensaver, hibernation modes.
- Create all sessions Key On Engine Off (KOEO). Starting the vehicle before creating a session will cause errors within the programming inhale process.

Recovering a module when programming has resulted in a blank module: **NEVER DELETE THE ORIGINAL SESSION!**

- a. Obtain the original IDS that was used when the programming error occurred during Module Reprogramming (MR) or Programmable Module Installation (PMI).
- b. Disconnect the VCM from the Data Link Connector (DLC) and the IDS.
- c. Reconnect the VCM to IDS and then connect to the DLC. Once reconnected, the VCM icon should appear in the corner of the IDS screen. If it does not, troubleshoot the IDS to VCM connection.
- d. Locate the ORIGINAL vehicle session when programming failed. This should be the last session used in most cases. If not, use the session created on the date that the programming failed.

NOTE: If the original session is not listed in the previous session list, click the "Recycle Bin" icon at the lower right of the previous session screen. This loads any deleted sessions and allows you to look through them. Double-click the session to restore it.

- e. Once the session is loaded, the failed process should resume automatically.
- f. If programming does not resume automatically, proceed to the Module Programming menu and select the previously attempted process, PMI or MR.
- g. Follow all on-screen prompts/instructions.
- h. Near the end of programming, the IDS prompts you to select certain parameters. It is important to make a selection for ALL parameters listed. If the correct selection is already highlighted, you must still choose that selection before clicking the "Tick" mark to complete the configuration.
- i. The last screen on the IDS may list additional steps required to complete the programming process. Make sure all applicable steps listed on the screen are followed in order.





Ford Motor Company
 Ford Customer Service Division
 P. O. Box 1904
 Dearborn, Michigan 48121

July, 2014

Customer Satisfaction Program 14M01
 Programa de satisfacción del cliente 14M01

Mr. John Sample
 123 Main Street
 Anywhere, USA 12345

Your Vehicle Identification Number: 12345678901234567

At Ford Motor Company, we are not only committed to building high quality, dependable products, but also building a community of happy, satisfied customers. To demonstrate that commitment, we're sending you this notice – and providing a no-charge Customer Satisfaction Program (Program Number 14M01) for your vehicle with the VIN shown above.

What is the reason for this additional coverage program?

On your vehicle, it may be possible for the PowerShift 6-speed Automatic Transmission to exhibit excessive transmission clutch shudder during light acceleration. This condition may be caused by fluid contamination of the clutch due to leaking transmission seals. See Attachment for a description of normal operating characteristics for the PowerShift 6-Speed Automatic Transmission.

In the interest of your satisfaction, Ford Motor Company is extending the limited warranty on the clutch and transmission input shaft seals as well as the transmission software calibration, to a total of seven (7) years or 100,000 miles from the warranty start date, whichever occurs first.

If your vehicle has already exceeded mileage limits listed above, this coverage will last through January 31, 2015. Coverage is automatically transferred to subsequent owners. Affected title branded and salvaged vehicles are not eligible for this service action. This coverage exceeds the original warranty coverage provisions of your vehicle for this part.

What will Ford and your dealer do?

If your vehicle's clutch, transmission input shaft seals, or transmission software calibration require service or replacement due to excessive transmission clutch shudder during light acceleration; and your vehicle is within the indicated time/mileage limitations, Ford Motor Company has authorized your dealer to service the transmission as necessary free of charge (parts and labor).

- How long will it take?** If the components mentioned above require service or replacement, the time needed for this repair is less than one day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Additional time may be required to allow the engine to cool prior to performing this repair.
- What should you do?** You do not need to return to your dealer for this repair unless your vehicle's transmission exhibits excessive transmission clutch shudder on light acceleration (see Attachment). **Please keep this letter as a reminder of the extended warranty coverage for your transmission clutch and transmission input shaft seals.**
If the clutch, transmission input shaft seals, or transmission software calibration should require service or replacement, and your vehicle is within the indicated time/mileage limitations, contact your dealer for a service date. Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle and request a service date for Customer Satisfaction Program 14M01. The VIN is printed near your name at the beginning of this letter. Your dealer will make repairs at no charge.
If you do not already have a servicing dealer, you can access www.Fordowner.com for dealer addresses, maps, and driving instructions.
- Do you need a rental vehicle?** If a repair is needed and your vehicle must be kept at the dealership overnight to complete the repairs, your dealer is authorized to provide a rental vehicle for your personal transportation at no charge (except for fuel, insurance, and tax). Please see your dealer for guidelines and limitations.
- Have you previously paid for this repair?** If you paid to have this service done before the date of this letter, you may be eligible for a refund. Refunds will only be provided for the parts and labor cost associated with repairs to the clutch, transmission input shaft seals or calibration updates to the transmission software. To verify eligibility and expedite reimbursement, give your paid original receipt to your dealer before January 31, 2015. To avoid delays, do not send receipts to Ford Motor Company.
- What if you no longer own this vehicle?** If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.
You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

Can we assist you further?

If you require further assistance in getting your vehicle repaired promptly and without charge, please contact your dealership's Service Advisor.

RETAIL OWNERS: If you have questions or concerns, please contact our **Ford Customer Relationship Center at 1-866-436-7332**, where one of our representatives will be happy to assist you. Or visit us at www.Fordowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

Si necesita ayuda o tiene alguna pregunta, por favor llame al Centro de Relación con Clientes al 1-866-436-7332 y presione 2 para Español.

FLEET OWNERS: If you have questions or concerns, please contact the **Fleet Customer Information Center at 1-800-34-FLEET**, choose Option #3, and one of our representatives will be happy to assist you.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

Or you can contact us at www.fleet.ford.com.

As part of the Ford community, we appreciate your attention to this important matter and your continued loyalty.

Ford Customer Service Division



PowerShift 6-Speed Automatic Transmission

Normal Operating Characteristics

The PowerShift 6-speed Automatic Transmission is designed for fun-to-drive performance and exceptional fuel efficiency, by using the advantages of a manual transmission with the convenience of an automatic transmission. You may notice the following characteristics of this technology:

- Mechanical noises after the engine is turned off, after the driver door is opened and during some transmission shifting events. These are normal and do not cause damage.
- Firm gearshifts when moving the accelerator pedal back and forth quickly.

Your transmission continuously makes electronic adjustments to optimize shift quality and acceleration performance. Most adjustments will be made during the first 1,000 miles (1,600 kilometer) of operation or after transmission clutch service and resetting the software calibration. During this break-in period, slight vibrations may be felt when acceleration the vehicle from low speeds. These characteristics are normal for the PowerShift 6-speed Automatic Transmission.

Refer to www.FordOwner.com for Informational Videos and your Owner's Manual for additional information on operation of your PowerShift 6-Speed Transmission.

SB-10057230-8826



Michael A. Berardi
 Director
 Service Engineering Operations
 Ford Customer Service Division

Ford Motor Company
 P. O. Box 1904
 Dearborn, Michigan 48121

February 20, 2015

TO: All U.S. Ford and Lincoln Dealers

SUBJECT: **Customer Satisfaction Program 14M02**
 Certain 2011 through 2015 Model Year Fiesta and 2012 through 2015 Model Year
 Focus Vehicles Equipped with a DPS6 Automatic Transmission
 Transmission Control Module Extended Warranty Coverage

REF: Technical Service Bulletin (TSB) 15-0017 – No Start And/Or Transmission
 Engagement Or Loss Of Power With DTCs U0100, U0101 And/Or U1013

PROGRAM TERMS

Ford is extending the warranty coverage on the DPS6 Automatic Transmission Control Module (TCM) to 10 years of service or 150,000 miles from the warranty start date of the vehicle, whichever occurs first. This extended warranty coverage will address intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power. If a vehicle has already exceeded either the time or mileage limits, this coverage will last through September 30, 2015. Coverage is automatically transferred to subsequent owners.

NOTE: This program DOES NOT apply to vehicles that qualify for repairs under New Vehicle Limited Warranty Powertrain coverage or Emissions Warranty coverage. Repairs for vehicles covered by New Vehicle Limited Warranty or Emissions Warranty should be claimed following Warranty & Policy Manual guidelines. Refer to TSB 15-0017 for repairs covered by the New Vehicle Limited Warranty or Emissions Warranty.

VEHICLES COVERED BY THIS PROGRAM

| Vehicle | Model Year | Assembly Plant | Build Dates |
|--|------------|----------------|--|
| Fiesta equipped with DPS6 Automatic Transmission | 2011-2015 | Cuautitlan | November 3, 2009 through December 31, 2014 |
| Focus equipped with DPS6 Automatic Transmission | 2012-2015 | Michigan | August 1, 2010 through December 31, 2014 |

Affected vehicles are identified in OASIS.

NOTE: Some vehicles covered by 14M02 are also eligible for coverage by 14M01 (DPS6 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension). Always consult OASIS to determine repairs and coverages that apply.

REASON FOR PROVIDING ADDITIONAL COVERAGE

Some of the affected vehicles may exhibit intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power. These symptoms are usually accompanied by a "Check Engine" light illuminated on the instrument cluster. These concerns may be caused by electrical circuit failures within the TCM. If the transmission is not serviced, these symptoms may become more frequent and of longer duration.

SERVICE ACTION

If an affected vehicle exhibits intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power **AND** it is determined the TCM is the casual part, dealers are authorized to replace the TCM under this program. This program coverage begins after the expiration of the New Vehicle Limited Warranty Powertrain coverage and Emissions Warranty coverage. This service must be performed at no charge to the vehicle owner.

OWNER NOTIFICATION MAILING SCHEDULE

Owner notification will begin February 21, 2015. Dealers should repair any affected vehicles that exhibit the covered condition whether or not the customer has received a letter.

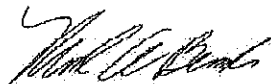
ATTACHMENTS

Attachment I: Administrative Information
 Attachment II: Labor Allowances and Parts Ordering Information
 Attachment III: Technical Information
 Attachment IV: Dealer Q&A
 Attachment V: DPS6 Extended Warranty Program Coverage Summary
 Owner Notification Letter

QUESTIONS & ASSISTANCE

Special Service Support Center (Dealer Assistance Only) 1-800-325-5621

Sincerely,



Michael A. Berardi

ATTACHMENT I
Page 1 of 2

Customer Satisfaction Program 14M02
Certain 2011 through 2015 Model Year Fiesta and 2012 through 2015 Model Year Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Control Module Extended Warranty Coverage

OASIS ACTIVATED?

Yes, OASIS will be activated on February 20, 2015.

FSA VIN LIST ACTIVATED?

No, FSA VIN list will not be activated for this service action.

STOCK VEHICLES

Do not perform this program unless the affected vehicle exhibits the covered condition.

SOLD VEHICLES

Owners of affected vehicles will be directed to dealers only if the vehicle exhibits the covered condition.

TITLE BRANDED / SALVAGED VEHICLES

Affected title branded and salvaged vehicles are eligible for this service action.

ADDITIONAL LABOR TIME AND/OR PARTS

Contact the Special Service Support Center (SSSC) if you have any of the following:

- Damage that you believe was caused by the covered condition.
- A condition that requires additional labor and/or parts to complete the repair.
- Aftermarket equipment or non-Ford modifications to the vehicle which might prevent the repair of the covered condition.

Contact the SSSC **prior** to the repair. Please be prepared to provide your requested additional warranty part cost, estimated additional labor time, and dealer specific labor rate. Requests for approval after completion of the repair may not be granted. Additional parts are subject to random selection for return to the Ford Warranty Parts Analysis Center (WPAC).

OWNER REFUNDS

- Ford Motor Company is offering a refund for owner-paid repairs covered by this program if the repair was performed before the date of the Owner Notification Letter. This refund offer expires September 30, 2015.
- Dealers are pre-approved to refund owner-paid emergency repairs that were performed away from an authorized servicing dealer after the date of the Owner Notification Letter. There is no expiration date for emergency repair refunds. Non-covered repairs, or those judged by Ford to be excessive, will not be reimbursed.
- Refunds will only be provided for the cost associated with transmission control module replacement due to loss of transmission engagement, no-start, or a lack of power.

Customer Satisfaction Program 14M02

Certain 2011 through 2015 Model Year Fiesta and 2012 through 2015 Model Year Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Control Module Extended Warranty Coverage

RENTAL VEHICLES

If a customer's vehicle requires the replacement of the transmission control module and it is necessary to order parts, Ford Motor Company will pay for up to one (1) day of vehicle rental. Follow Extended Service Plan (ESP) guidelines for dollar amounts. The daily rate can include applicable taxes but must not exceed the stated daily rate. Rentals will only be reimbursed for the day the vehicle is at the dealership for part replacement. The parts order must be an emergency order (unit down) to guarantee the shortest delivery time. Prior approval for more than one (1) rental day is required from the Special Service Support Center (1-800-325-5621).

CLAIMS PREPARATION AND SUBMISSION

- Enter claims using Direct Warranty Entry (DWE).
- Refer to ACESII manual for claims preparation and submission information.
- Additional diagnostic time MT14M02D (up to 2.0 hours) may be claimed on the same repair line that the FSA is claimed on (prior approval is not required).
 - All Diagnostic Trouble Codes (DTCs) that are retrieved must be documented in the Powertrain DTC fields on the diagnostic code entry screen in order to claim additional diagnostic time.
- Additional labor and/or parts other than additional diagnostic time MT14M02D must be claimed as related damage on a separate repair line from which the FSA is claimed. Additional labor and/or parts require prior approval from the Special Service Support Center.
- Submit refunds on a separate repair line.
 - Program Code: 14M02 - Misc. Expense: ADMIN
 - Misc. Expense: REFUND - Misc. Expense: 0.2 Hrs.
- Multiple refunds should be submitted on one repair line and the invoice details for each repair should be detailed in the comments section of the claim.
- For rental vehicle claiming, follow Extended Service Plan (ESP) guidelines for dollar amounts. Enter the total amount of the rental expense under Miscellaneous Expense code "Rental".
- PROGRAM TERMS: For vehicles that exhibit intermittent concerns of loss of transmission engagement while driving, no-start, or a lack of power, this program extends the coverage of the Transmission Control Module (TCM) to 10 years of service or 150,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded either the time or mileage limits, this coverage will last through September 30, 2015.
- This program DOES NOT apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty or Emissions Warranty. Repairs for vehicles covered by New Vehicle Limited Warranty or Emissions Warranty should be claimed following Warranty & Policy Manual guidelines. Refer to TSB 15-0017 for additional details. If the vehicle is beyond Powertrain Coverage of the New Vehicle Limited Warranty and Emissions Warranty but is covered by an Extended Service Plan (ESP), claim repairs to this program (FSA 14M02) instead of the ESP Plan.

ATTACHMENT II

Page 1 of 1

Customer Satisfaction Program 14M02

Certain 2011 through 2015 Model Year Fiesta and 2012 through 2015 Model Year Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Control Module Extended Warranty Coverage

LABOR ALLOWANCES

NOTE: This program DOES NOT apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty or Emissions Warranty. Repairs for vehicles covered by New Vehicle Limited Warranty or Emissions Warranty should be claimed following Warranty & Policy Manual guidelines. Refer to TSB 15-0017 for additional details.

| Description | Labor Operation | Labor Time |
|--|-----------------|-----------------|
| Focus Models - Replace Transmission Control Module (includes time to retrieve DTCs) | 14M02B | 1.0 Hours |
| Fiesta Models - Replace Transmission Control Module (includes time to retrieve DTCs) | 14M02C | 1.1 Hours |
| M-Time for additional diagnosis of Powertrain DTCs P0805, P087A, P090B, P090C, P0901, P0902, P2831, P2832, P2835, P2836, P2837, P285C, P285D, P285E, P2861 or P2862, <u>only where the TCM is the causal part</u> (may only be claimed with either 14M02B or 14M02C) | MT14M02D | Up to 2.0 Hours |

PARTS REQUIREMENTS / ORDERING INFORMATION

| Part Number | Description | Quantity |
|--------------|----------------------------------|----------|
| AE8Z-7Z369-E | Transmission Control Module | 1 |
| AE8Z-7B498-A | Transmission Control Module Seal | 2 |

The DOR/COR number for this program is 50579.

To manage part availability, dealers must use the web link below to access the VIN specific 14M02 Part Availability Web Tool.

The VIN specific web tool link is located in the web index box for this recall on www.FMCDealer.com, or at <https://www.techhotline.dealerconnection.com/dealerpa/Lookup14M02.aspx>.

Dealers will be notified via a DOES II communication if circumstances warrant a change in part supply strategy.

Questions regarding parts should be directed to the Special Service Support Center Parts Order Line (1-800-207-2444) or E-mailed to: Ford@Renkim.com.

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION AND RETURN

Follow the provisions of the Warranty and Policy Manual, Section 1 "WARRANTY PARTS RETENTION AND RETURN POLICIES."

EXCESS STOCK RETURN

Excess stock returned for credit must have been purchased from Ford Customer Service Division in accordance with Policy Procedure Bulletin 4000.

ATTACHMENT IV
Page 1 of 2

Customer Satisfaction Program 14M02
Certain 2011 through 2015 Model Year Fiesta and 2012 through 2015 Model Year Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Control Module Extended Warranty Coverage

DEALER Q & A

Ford is initiating a customer satisfaction program to extend the warranty for the Transmission Control Modules in 2011-2015 MY Ford Fiesta and 2012-2015 MY Focus vehicles equipped with the PowerShift 6-speed (DPS6) automatic transmission. Some of the affected vehicles may exhibit intermittent symptoms of loss of transmission engagement, no-start, or a lack of power. These symptoms are usually accompanied by a "Check Engine" light illuminated on the instrument cluster. These concerns may be caused by electrical circuit failures within the transmission control module. This program extends the coverage of the Transmission Control Module to 10 years of service or 150,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded either the time or mileage limits, this coverage will last through September 30, 2015. Coverage is automatically transferred to subsequent owners. Customers who have previously paid for this repair are eligible for reimbursement until September 30, 2015.

- Q1. Are all Fiesta and Focus vehicles involved in this extended warranty coverage program?**
- A. No, this extended warranty program only applies to vehicles equipped with the DPS6 PowerShift 6-Speed Automatic Transmission. Vehicles equipped with a manual transmission are not included in this program.
- Q2. What is the issue?**
- A. Some of the affected vehicles may exhibit intermittent symptoms of loss of transmission engagement, no-start, or a lack of power. These symptoms are usually accompanied by a "Check Engine" light illuminated on the instrument cluster.
- Q3. What causes this issue?**
- A. These concerns may be caused by electrical circuit failures within the transmission control module.
- Q4. Can there be other causes for this issue?**
- A. Yes, intermittent symptoms of loss of transmission engagement, no start, lack of power, and illumination of the check engine light may be caused by many concerns that are not related to the transmission control module.
- Q5. Why are customers receiving an extended warranty?**
- A. Customers are receiving a warranty extension for added peace of mind.
- Q6. If a vehicle exhibits these symptoms but diagnosis indicates that it is not caused by the transmission control module, is the repair covered?**
- A. No. There can be many causes for the symptoms that are described. If diagnosis indicates that the transmission control module is not the causal component, diagnosis and repairs are not covered under this program.

ATTACHMENT IV

Page 2 of 2

Customer Satisfaction Program 14M02
Certain 2011 through 2015 Model Year Fiesta and 2012 through 2015 Model Year Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Control Module Extended Warranty Coverage

- Q7. Is this issue related to the existing extended warranty coverage program 14M01 for leaking transmission input shaft seals that was released last year?**
- A. No. While many vehicles are included in both programs, the components covered in each are unrelated. This extended warranty program and 14M01 are designed to ensure peace of mind and customer satisfaction related to the transmission control module, software calibration, clutch, and potentially leaking transmission input shaft seals.
- Q8. Will this action fix the complaint many customers are having about shift quality?**
- A. While the transmission can have a unique feel compared to a traditional automatic, it offers customers both fuel efficiency and performance benefits. This extended warranty program and 14M01 are designed to ensure peace of mind and customer satisfaction related to the transmission control module, software calibration, clutch, and potentially leaking transmission input shaft seals. They are not designed to address the potentially unique shift feel of the PowerShift Transmission.
- Q9. How confident are you that this repair will resolve this issue?**
- A. We expect the repair will address this issue. If our customers experience additional symptoms related to this Transmission Control Module issue, the extended warranty will cover them for 10 years or 150,000 miles.
- Q10. Are vehicles currently in production affected?**
- A. Vehicles produced on or before December 31, 2014 are included in this program. Ford has made updates to modules in vehicles currently being produced, and will continue to monitor warranty data.

Reference Guide to Understanding DPS6 Automatic Transmission Warranty Coverage

| COVERAGES <small>(Coverage expires when time or mileage limit is reached)</small> | 3 yrs. 36,000 MILES | 5 yrs. 60,000 MILES | 7 yrs. 100,000 MILES | 10 yrs. 150,000 MILES |
|--|--|---------------------------|----------------------------|-----------------------------|
| New Vehicle Warranty Coverage | | | | |
| New Vehicle Powertrain Warranty Coverage | | | | |
| Transmission Clutch Shudder and Input Shaft Seals only 14M01 Extended Warranty <small>(Vehicles built before June 6, 2013)</small> | | | 14M01 | |
| Transmission Control Module only Emissions Warranty and 14M02 Extended Warranty | ////// Emissions Warranty Coverage* //// | | | 14M02 |

*Transmission Control Module may be covered under 8 years/80,000 miles Emissions Warranty. Always consult the Part Coverage tool on OASIS for each vehicle to verify eligible coverage.

| 14M01 / 14M02 DPS6 FSA Extended Warranty Repair Coverage Summary | | | |
|---|---|---|---|
| Publication | Concern | Repairs Covered | Repairs NOT Covered |
| FSA 14M01-S1 <small>(Extended Warranty Coverage)</small> | Transmission Clutch Shudder / Input Shaft Seal Leak | <ul style="list-style-type: none"> • TCM reprogramming • Transmission input shaft seal replacement • Clutch cleaning • Clutch replacement | <ul style="list-style-type: none"> • TCM replacement • Internal transmission repairs • Other mechanical or electrical repairs or component replacement • Additional diagnostic time |
| FSA 14M02 <small>(Extended Warranty Coverage)</small> | Transmission Control Module (TCM) Failure | <ul style="list-style-type: none"> • TCM replacement (TCM reprogramming is included) <p>NOTE: Up to 2 hours diagnostic time may be claimed but <u>ONLY</u> when the TCM is the causal component</p> | <ul style="list-style-type: none"> • Diagnostic time for any fault where the TCM is not the causal component • Internal transmission repairs • Other mechanical or electrical repairs or component replacement |

CERTAIN 2011 THROUGH 2015 MODEL YEAR FIESTA AND 2012 THROUGH 2015 MODEL YEAR FOCUS VEHICLES EQUIPPED WITH A DPS6 AUTOMATIC TRANSMISSION — TRANSMISSION CONTROL MODULE EXTENDED WARRANTY COVERAGE

OVERVIEW

Some of the affected vehicles may exhibit intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power. These symptoms are usually accompanied by a "Check Engine" light illuminated on the instrument cluster. These concerns may be caused by electrical circuit failures within the transmission control module.

If an affected vehicle exhibits intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power **AND** it is determined the TCM is the casual part, dealers are authorized to replace the TCM under this program providing the vehicle is no longer eligible for repair under the New Vehicle Limited Warranty Powertrain coverage or Emissions Warranty coverage. This service must be performed at no charge to the vehicle owner.

NOTE: This program extends the coverage of the TCM to 10 years of service or 150,000 miles from the warranty start date of the vehicle, whichever occurs first. Coverage is automatically transferred to subsequent owners.

NOTE: This program DOES NOT apply to vehicles that qualify for repairs under New Vehicle Limited Warranty Powertrain coverage or Emissions Warranty coverage.

SERVICE PROCEDURE

TCM Diagnosis

NOTE: A failing or failed TCM will exhibit at least one of the TCM Customer Symptoms **AND** may exhibit one of the Diagnostic Trouble Codes (DTCs) listed below:

TCM Customer Symptom(s)

- Intermittent no-start
- Intermittent vehicle loss of power
- Intermittent loss of transmission engagement while driving
- Message in the message center flashes "Hill Start Assist Not Available"
- Message in the message center indicates "Parking Aid Malfunction/Service Required"
- Transmission gear selector "PRNDL/S" indicator on the instrument cluster blinks or flashes

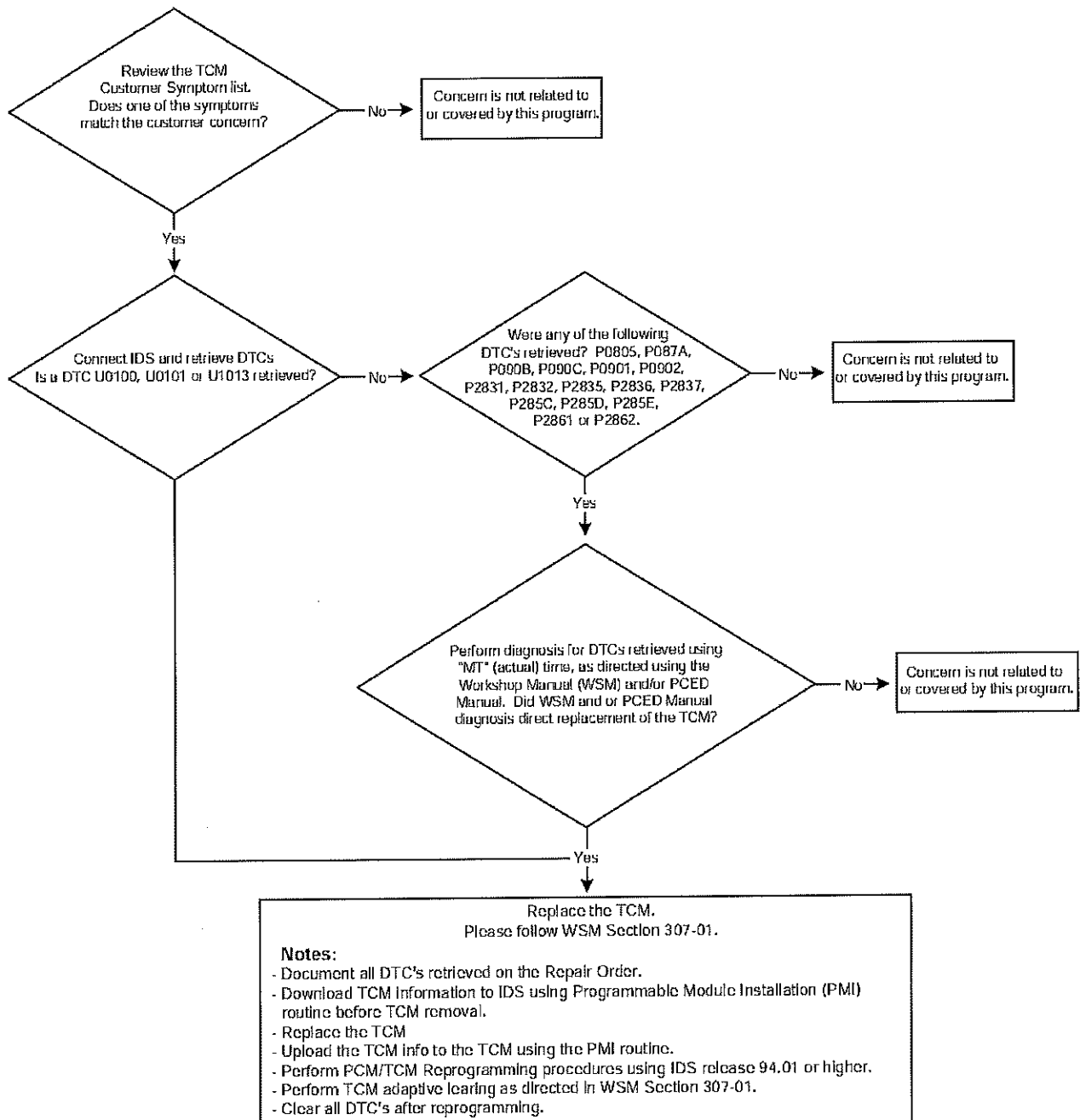
Diagnostic Trouble Code(s)

- U0100 - Lost Communication With ECM/PCM
- U0101 - Lost Communication With TCM
- U1013 - Invalid Internal Control Module Monitoring Data Received From TCM



Diagnostic Procedure

NOTE: If diagnosis determines the TCM is not the cause of the concern, the cost of diagnosis and repairs will not be covered by this extended coverage program. The customer should be notified of this before proceeding.



Module Reprogramming - General Information

NOTE: Reprogram appropriate vehicle modules and clear all Diagnostic Trouble Codes (DTCs) after programming. For DTCs generated after reprogramming, follow normal diagnostic service procedures.

1. Connect a battery charger to the 12V battery.
2. Perform reprogramming using IDS release 94.01 or higher.

NOTE: Calibration files may also be obtained at www.motorcraftservice.com.

NOTE: Follow the IDS on-screen instructions to complete the reprogramming procedure.

3. Disconnect the battery charger from the 12V battery, once reprogramming has completed.

Important Information for Module Programming

NOTE: When programming or reprogramming a module, use the following basic checks to ensure programming completes without errors.

- Make sure the 12V battery is fully charged before carrying out the programming steps and connect IDS/scan tool to a power source.
- Inspect Vehicle Communication Module (VCM) and cables for any damage. Make sure scan tool connections are not interrupted during programming.
- A hardwired connection is strongly recommended.
- Turn off all unnecessary accessories (radio, heated/cooled seats, headlamps, interior lamps, HVAC system, etc.) and close doors.
- Disconnect/depower any aftermarket accessories (remote start, alarm, power inverter, CB radio, etc.).
- Follow all scan tool on-screen instructions carefully.
- Disable IDS/scan tool sleep mode, screensaver, hibernation modes.
- Create all sessions Key On Engine Off (KOEO). Starting the vehicle before creating a session will cause errors within the programming inhale process.



**Recovering a module when programming has resulted in a blank module:
NEVER DELETE THE ORIGINAL SESSION!**

- a. Obtain the original IDS that was used when the programming error occurred during Module Reprogramming (MR) or Programmable Module Installation (PMI).
- b. Disconnect the VCM from the Data Link Connector (DLC) and the IDS.
- c. Reconnect the VCM to IDS and then connect to the DLC. Once reconnected, the VCM icon should appear in the corner of the IDS screen. If it does not, troubleshoot the IDS to VCM connection.
- d. Locate the ORIGINAL vehicle session when programming failed. This should be the last session used in most cases. If not, use the session created on the date that the programming failed.

NOTE: If the original session is not listed in the previous session list, click the "Recycle Bin" icon at the lower right of the previous session screen. This loads any deleted sessions and allows you to look through them. Double-click the session to restore it.

- e. Once the session is loaded, the failed process should resume automatically.
- f. If programming does not resume automatically, proceed to the Module Programming menu and select the previously attempted process, PMI or MR.
- g. Follow all on-screen prompts/instructions.
- h. The last screen on the IDS may list additional steps required to complete the programming process. Make sure all applicable steps listed on the screen are followed in order.



| | |
|---|--------------------|
| DPS6 AUTOMATIC TRANSMISSION - EXCESSIVE TRANSMISSION CLUTCH SHUDDER AND/OR TRANSMISSION FLUID LEAK | TSB 15-0043 |
|---|--------------------|

FORD:

2011-2015 Fiesta

2012-2015 Focus

This article supersedes TSB **14-0197** to update the Parts List and Service Labor Time Standards.

ISSUE

Some 2011-2015 Fiesta built on or before 10/15/2014 and 2012-2015 Focus vehicles equipped with a DPS6 automatic transmission may exhibit excessive transmission clutch shudder on light acceleration. Some vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

Refer to Workshop Manual (WSM), Section 307-01 for 2012-2015 Focus and 2014-2015 Fiesta. For 2011-2013 Fiesta refer to WSM, Section 307-11. When referred to the WSM all steps listed in the WSM must be performed.

1. **NOTE:**

NOTE: PERFORMING THE SERVICE ROUTINES WILL CLEAR ADAPTIVE STRATEGY. FAILURE TO PERFORM ALL STEPS OF THE IDS ROUTINES MAY RESULT IN ERRATIC SHIFTS AND DRIVEABILITY CONCERNS.

Reprogram the powertrain control module (PCM)/transmission control module (TCM) to the latest calibration using Integrated Diagnostic System (IDS) release 94.04 or later. Calibration files may also be obtained at www.motorcraftservice.com.

- a. IDS software updates have been made to streamline the process and improve DPS6 Shudder diagnostics and reprogramming.
2. Using IDS follow the WSM Diagnosis and Testing, Diagnosis by Symptom, Pinpoint Test A (Focus, 2014-15 Fiesta) or Pinpoint Test N (2011-2013 Fiesta) - Clutch Shudder on Acceleration to diagnose shudder.
 - a. Save and upload IDS Session Data.
 - b. New vehicles with less than 1600 km (1000 miles) have not fully completed the clutch friction green clutch break-in period that is required before attempting to replace the clutch or hardware.
 - c. Vehicles built on 6/6/2013 or later have the improved transmission input shaft seals that are unlikely to experience leaks and should only be replaced if leaking.

NOTE: FORD AND LINCOLN DEALERSHIPS NEED TO OBTAIN PRIOR APPROVAL BEFORE PROCEEDING WITH THE INSTALLATION OF A NEW CLUTCH AFTER CLEANING. SAVE AND UPLOAD IDS SESSION DATA CAPTURED FROM THE POST CLUTCH CLEANING VALIDATION IN THE PINPOINT TEST FOR USE IN THE PRIOR APPROVAL PROCESS. (FIGURE 1)

WARNING: BRAKE PARTS CLEANER PM-4-A IS IRRITATING TO THE SKIN, EYE AND RESPIRATORY TRACT. THIS PRODUCT MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION. ALWAYS CONSULT THE MATERIAL SAFETY DATA SHEET BEFORE USE. DUE TO THE VOLUME OF PM-4-A USED DURING THE CLEANING PROCEDURE, THE OPERATOR MUST ENSURE ADEQUATE LOCAL VENTILATION. THE OPERATOR MUST WEAR AN ORGANIC CARTRIDGE WITH PARTICLE FILTER RESPIRATOR, EYE PROTECTION (CHEMICAL GOGGLES), NEOPRENE GLOVES, AND LONG SLEEVES. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN SERIOUS PERSONAL INJURY.

NOTE: The information contained in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 15-0043 (Continued)

WARNING: KEEP SOLVENTS AWAY FROM IGNITION SOURCES. SOLVENTS MAY BE FLAMMABLE AND CAN IGNITE OR EXPLODE IF NOT HANDLED CORRECTLY. FAILURE TO FOLLOW THIS INSTRUCTION MAY RESULT IN SERIOUS PERSONAL INJURY.

NOTE: Transmission Differential seal Plugs are now released and should be installed during transmission removal and while performing bench repairs to reduce/eliminate the loss of transmission fluid.

[1] - Use of either part is acceptable for the repair.

| PART NUMBER | PART NAME |
|------------------|---|
| BV6Z-7B546-F | Dual Clutch Assembly Kit - Focus & Fiesta built on or after 1/13/2011 |
| AE8Z-7B546-E | Dual Clutch Assembly Kit for Fiesta built on or before 1/12/2011 |
| EV6Z-7052-A Or C | Focus Seal Kit - (Figure 2) Required For All Clutch And Seal Repairs [1] |
| EV6Z-7052-B Or D | Fiesta Seal Kit - (Figure 2) Required For All Clutch And Seal Repairs [1] |
| AE8Z-7007-A | Engine-to-Transaxle Separator Plate – 1.6L |
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner (As Needed) |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant |
| F1FZ-7H183-A | Differential Seal Plug (2-req, can be used for multiple repairs) |
| BE8Z-6731-AB | Motorcraft® Oil Filter FL-910S |
| XO-5W20-QSP | Motorcraft® SAE 5W-20 Premium Synthetic Blend Motor Oil (1-quart) |
| 1S7Z-6840-AA | Oil Filter Adapter Gasket - Focus |
| BE8Z-6L621-A | Oil Cooler Assembly Seal-Fiesta (As Needed) |

| OPERATION | DESCRIPTION | TIME |
|-----------|--|----------|
| 150043A | 2012-2015 Focus 2011-2015 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Release The Vehicle Within Expected Limits (Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 150043B | 2012-2015 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 5.9 Hrs. |
| 150043B | 2011-2015 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 5.4 Hrs. |
| 150043C | 2012-2015 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 6.3 Hrs. |
| 150043C | 2011-2015 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations) | 5.8 Hrs. |
| 150043D | 2012-2015 Focus DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Twice Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 7.1 Hrs. |

TSB 15-0043 (Continued)

| OPERATION | DESCRIPTION | TIME |
|-----------|---|----------|
| 150043D | 2011-2015 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Twice Per WSM Procedure, Replace Both Inner Input Shaft Seals And Clean Clutch (Do Not Use With Any Other Labor Operations Except E) | 6.6 Hrs. |
| 150043E | 2012-2015 Focus DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Is Included, Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 5.4 Hrs. |
| 150043E | 2011-2015 Fiesta DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Is Included, Can Only Be Claimed With Operation D When Shudder Is Present Over 250 RPM After Clutch Cleaning, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except D) | 4.9 Hrs. |

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage

Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| 7B546 | 14 |

Ford & Lincoln Dealership DPS6 Transmission Clutch Prior Approval Submission Process

ONLY REQUIRED WITH LABOR OPERATION E CLUTCH REPLACEMENT AFTER CLUTCH CLEANING

1. Access the Professional Technician Society (PTS) to submit a Prior Approval Request.
2. Select the Vehicle ID tab.
3. Run OASIS, by entering the VIN and an applicable symptom code and select "GO".
4. Scroll to the very bottom of the OASIS report and select "Prior Approval".
5. Select "Continue" to advance to the next page.
6. Select "DPS6 Clutch TSB" under the "Powertrain Components" heading.
7. The subsequent pages will ask for additional information regarding the vehicle and warranty coverage, select the proper responses using the available resources.
8. The prior approval form will appear preloaded with the vehicle information.
9. Answer all questions and drop down selections on the form, providing the most accurate and detailed descriptions.
10. Enter a cell phone number and provider if you would like a text message when a response has been posted to PTS.

NOTE: Adding a phone number is not required to submit the request form.

11. Check back on PTS for your reply, under Home > Tech Hotline > Prior Approval Status.

TB10560A

TSB 15-0043 (Continued)

SEAL KIT CONTENTS

| Focus Seal Kit (EV6Z-7052-A or EV6Z-7052-C) | Kit Qty | Part Number |
|--|----------------|---------------------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-C or AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-B or AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A or AE8Z-1S177-B |
| Ball Joint Bolt | 2 | W715491-S442 |
| Ball Joint Nut | 2 | W520415-S442 |
| Fiesta Seal Kit (EV6Z-7052-B or EV6Z-7052-D) | Kit Qty | Part Number |
| Input Shaft Seal Inner | 1 | AE8Z-7052-C or AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-B or AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A or AE8Z-1S177-B |
| Exhaust Gasket | 1 | 2S6Z-9450-A |
| Exhaust Nut | 2 | W703662-S403 |
| Ball Joint Bolt | 2 | W709618-S442 |
| Ball Joint Nut | 2 | W520203-S442 |

TB10561B

Figure 2 - Article 15-0043

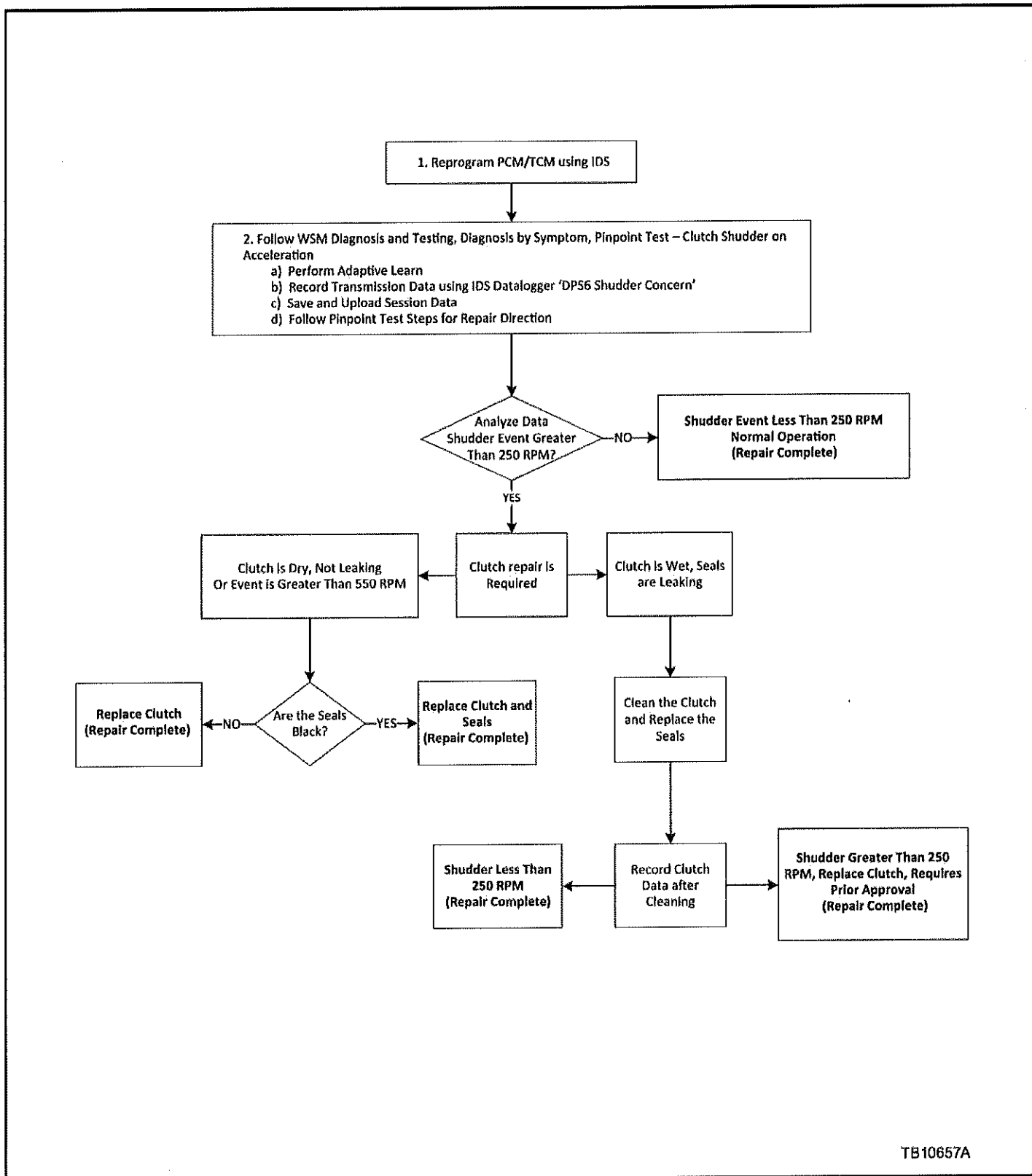


Figure 3 - Article 15-0043

TB10657A

SB-10058318-5877



Michael A. Berardi
 Director
 Service Engineering Operations
 Ford Customer Service Division

Ford Motor Company
 P. O. Box 1904
 Dearborn, Michigan 48121

June 1, 2015

TO: All U.S. Ford and Lincoln Dealers

SUBJECT: **Customer Satisfaction Program 14M01 – Supplement #3**
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles Equipped with a
 DPS6 Automatic Transmission
 Transmission Clutter Shudder / Transmission Input Shaft Seal Warranty Extension

REF :

- **Customer Satisfaction Program 14M01 – S2** Dated March 27, 2015
- Technical Service Bulletin (TSB) *15-0090* – Excessive Transmission Clutter Shudder DPS6 Automatic Transmission and/or Transmission Fluid Leak

New! REASON FOR THIS SUPPLEMENT

Supplement #3 is being released to:

- *Modify the labor times to allow for clutch shudder diagnosis to be claimed separate from clutch replacement.*
- *Update TSB reference to TSB 15-0090, which replaces TSB 15-0043.*

New! PROGRAM TERMS

This program extends the coverage of the DPS6 Transmission input shaft seals, clutch and transmission software calibration to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded the mileage limits, this coverage will last through January 31, 2015. Coverage is automatically transferred to subsequent owners.

NOTE: This program DOES NOT apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty Powertrain coverage. Repairs for vehicles covered by New Vehicle Limited Warranty Powertrain coverage should be claimed using the Labor Operation Codes provided in TSB *15-0090*.

VEHICLES COVERED BY THIS PROGRAM

Certain 2011 through 2014 model year Fiesta vehicles equipped with a DPS6 transmission built at the Cuautitlan Assembly Plant from November 3, 2009 through June 5, 2013; and certain 2012 through 2014 model year Focus vehicles equipped with a DPS6 transmission built at the Michigan Assembly Plant from August 1, 2010 through June 5, 2013. Affected vehicles are identified in OASIS.

NOTE: Vehicles having a build date of June 6, 2013 or later have improved transmission input shaft seals that are not likely to experience leaks.

REASON FOR PROVIDING ADDITIONAL COVERAGE

Some of the affected vehicles may exhibit excessive transmission clutch shudder during light acceleration. These issues may be due to fluid contamination of the clutch caused by leaking input shaft seals. Vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

New! SERVICE ACTION

If an affected vehicle exhibits this condition and is beyond New Vehicle Limited Warranty Powertrain coverage, dealers are to perform diagnosis and repairs consistent with TSB 15-0090. This service must be performed at no charge to the vehicle owner.

OWNER NOTIFICATION MAILING SCHEDULE

Owner Letters were mailed beginning the week of July 28, 2014. Dealers should repair any affected vehicles that exhibit excessive transmission clutch shudder during light acceleration, or transmission fluid leaking from the clutch housing, whether or not the customer has received a letter.

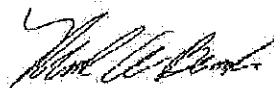
New! ATTACHMENTS

Attachment I: Administrative Information
 Attachment II: *Labor Allowances and Parts Ordering Information*
 Attachment III: Technical Information
 Attachment IV: DPS6 Diagnosis and Repair Summary Flow Chart
 Attachment V: DPS6 TSB/FSA Warranty Coverage Summary
 Attachment VI: *Claiming Instructions for Parts Delay Greater than 30 Days*
 Owner Notification Letter with Attachment of Normal Operation of DPS6

QUESTIONS & ASSISTANCE

Special Service Support Center (Dealer Assistance Only) 1-800-325-5621

Sincerely,



Michael A. Berardi

ATTACHMENT I
Page 1 of 2

Customer Satisfaction Program 14M01 – Supplement #3
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

OASIS ACTIVATED?

Yes, OASIS was activated on July 21, 2014.

FSA VIN LIST ACTIVATED?

FSA VIN list will not be activated for this service action.

STOCK VEHICLES

Do not perform this program unless the affected vehicle exhibits the covered condition.

SOLD VEHICLES

Owners of affected vehicles will be directed to dealers only if the vehicle exhibits the covered condition.

TITLE BRANDED / SALVAGED VEHICLES

Affected title branded and salvaged vehicles are **not** eligible for this service action.

RELATED DAMAGE

If a related damage condition exists that you believe to be caused by the covered condition, call the Special Service Support Center to request approval **prior** to the repair of any related damage. Requests for approval after completion of the repair will not be granted.

ADDITIONAL LABOR TIME

- If a condition exists that requires additional labor to complete the repair, call the Special Service Support Center to request approval **prior** to performing any additional labor. Requests for approval after completion of the repair will not be granted.
- If you encounter aftermarket equipment or modifications to the vehicle which might prevent the repair of the covered condition, call the Special Service Support Center.

OWNER REFUNDS

- Ford Motor Company is offering a refund for owner-paid repairs covered by this program if the repair was performed before the date of the Owner Notification Letter. This refund offer expires January 31, 2015.
- Refunds will only be provided for the parts and labor cost associated with repairs to the clutch, transmission input shaft seals, or calibration updates to the transmission software.

ATTACHMENT I

Page 2 of 2

Customer Satisfaction Program 14M01 – Supplement #3
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

RENTAL VEHICLES

Ford Motor Company will pre-approve up to two (2) days of vehicle rental for vehicles that require clutch cleaning or clutch replacement. Rentals will only be reimbursed for the day(s) the vehicle is at the dealership these repairs. Follow Extended Service Plan (ESP) guidelines for dollar amounts. The daily rate can include applicable taxes but must not exceed the stated daily rate. Prior approval for more than two (2) rental days is required from the Special Service Support Center (1-800-325-5621).

New! CLAIMS PREPARATION AND SUBMISSION

- Enter claims using Direct Warranty Entry (DWE).
- Refer to ACESII manual for claims preparation and submission information.
- Related damage must be claimed on a repair line that is separate from the repair line on which the FSA is claimed. Related damage requires prior approval from the Special Service Support Center.
- "MT" labor should be submitted on a separate repair line with the related damage flag checked. "MT" labor requires prior approval from the Special Service Support Center.
- Submit refunds on a separate repair line.
 - Program Code: 14M01 - Misc. Expense: ADMIN
 - Misc. Expense: REFUND - Misc. Expense: 0.2 Hrs.
- Multiple refunds should be submitted on one repair line and the invoice details for each repair should be detailed in the comments section of the claim.
- For rental vehicle claiming, follow Extended Service Plan (ESP) guidelines for dollar amounts. Enter the total amount of the rental expense under Miscellaneous Expense code "Rental".
- PROGRAM TERMS: This program extends the coverage of the Automatic Transmission software calibration, clutch, and transmission input shaft seals to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded the mileage limits, this coverage will last through January 31, 2015.
- This program DOES NOT apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty. Repairs for vehicles covered by New Vehicle Limited Warranty should be claimed using the Labor Operation Codes provided in TSB 15-0090. If the vehicle is beyond coverage of the New Vehicle Limited Warranty and covered by an Extended Service Plan (ESP), claim repairs to this program (FSA 14M01) instead of the ESP Plan.
- *Separate labor operations have been created to enable dealers to submit a repair order for diagnostic labor only. Refer to Attachment VI - Claiming Instructions for Parts Delay Greater than 30 Days.*

ATTACHMENT II
Page 1 of 4

Customer Satisfaction Program 14M01 – Supplement #3
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutter Shudder / Transmission Input Shaft Seal Warranty Extension

New! LABOR ALLOWANCES

Labor allowances are consistent with TSB 15-0090. Repairs for vehicles covered by New Vehicle Limited Warranty should be claimed using the Labor Operation Codes provided in TSB 15-0090.

| Description | Labor Operation | Vehicle Application | Labor Time |
|--|-----------------|---------------------|------------|
| <i>Labor to be claimed at initial diagnosis</i> | | | |
| Reprogram TCM and Perform Shudder Diagnosis – PASS (Shudder less than 250 RPM) Includes performing the pinpoint test | 14M01H | 2012-2014MY FOCUS | 1.1 Hours |
| | | 2011-2014MY FIESTA | 1.1 Hours |
| Reprogram TCM and Perform Shudder Diagnosis – FAIL (Shudder greater than 250 RPM) Includes performing the pinpoint test | 14M01L | 2012-2014MY FOCUS | 1.1 Hours |
| | | 2011-2014MY FIESTA | 1.1 Hours |
| <i>Labor to be claimed during repairs</i> | | | |
| Replace the Clutch <ul style="list-style-type: none"> • Includes post road test • <i>May be claimed with 14M01L (if <u>not</u> previously claimed)</i> | 14M01M | 2012-2014MY FOCUS | 5.0 Hours |
| | | 2011-2014MY FIESTA | 4.5 Hours |
| Replace the Clutch and Both Input Shaft Seals <ul style="list-style-type: none"> • Includes post road test • <i>May be claimed with 14M01L (if <u>not</u> previously claimed)</i> | 14M01N | 2012-2014MY FOCUS | 5.4 Hours |
| | | 2011-2014MY FIESTA | 4.9 Hours |
| Clean the Clutch and Replace Both Input Shaft Seals <ul style="list-style-type: none"> • Includes post road test • <i>May be claimed with 14M01L (if <u>not</u> previously claimed)</i> | 14M01P | 2012-2014MY FOCUS | 6.2 Hours |
| | | 2011-2014MY FIESTA | 5.7 Hours |
| Replace the Clutch after Cleaning This operation requires a Prior Approval Code and can only be claimed with <i>Labor Operation 14M01P</i> . Includes time for Prior Approval and post road test. | 14M01Q * | 2012-2014MY FOCUS | 5.4 Hours |
| | | 2011-2014MY FIESTA | 4.9 Hours |

* **NOTE:** U.S. Ford and Lincoln Dealerships need to obtain prior approval before proceeding with the installation of a new clutch after cleaning (*Labor Operation 14M01Q*). Refer to Technical Information Attachment III for the Prior Approval Process.

ATTACHMENT II

Page 2 of 4

Customer Satisfaction Program 14M01 – Supplement #3
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

PARTS REQUIREMENTS / ORDERING INFORMATION**Seal Kits (Order per Application)**

| Part Number | Description Seal Kits Contain all Required Seals and Hardware to Complete the Repair | Order Quantity |
|---------------------------------|--|----------------|
| EV6Z-7052-C* or EV6Z-7052-A* | Focus Seal Kit (see page 4 of 4 for kit contents) | 1 |
| EV6Z-7052-D* or EV6Z-7052-B* | Fiesta Seal Kit (see page 4 of 4 for kit contents) | 1 |

* Either part number can be used for repairs.

Clutch Assembly (Order per Application)

| Part Number | Description | Order Quantity |
|--------------|--|------------------|
| BV6Z-7B546-F | Dual Clutch Assembly Kit <ul style="list-style-type: none"> • All Focus Vehicles • Fiesta Vehicles built on or after 1/13/2011 | 1 |
| AE8Z-7B546-E | Dual Clutch Assembly Kit for Fiesta built on or before 1/12/2011 | 1 |
| AE8Z-7007-A | Engine to Transaxle Separator Plate –1.6L Engines (Fiesta) | 1 (1.6L Only) |

Other Supplies

| Part Number | Motorcraft and Other Supplies | Quantity |
|--------------|--|------------------|
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid | Up to 1 Quart |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner (Up to 6 Cans Required) | Up to 6 Cans |
| BE8Z-6731-AB | Motorcraft® Oil Filter FL-910-S | 1 |
| 1S7Z-6840-AA | Oil Filter Cooler Adapter Gasket (Focus) | 1 |
| BE8Z-6L621-A | Oil Cooler Assembly Seal (Fiesta, if needed due to damage) | 1 |
| XO-5W20-QSP | Motorcraft® 5W20 Premium Synthetic Blend Motor Oil | Up to 1 Quart |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant | As Needed |
| F1FZ-7H183-A | Differential Seal Plugs (1 package of 2 seal plugs, can be used for multiple repairs) | As Needed |

ATTACHMENT II

Page 3 of 4

Customer Satisfaction Program 14M01 – Supplement #3
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

PARTS REQUIREMENTS / ORDERING INFORMATION (Continued)

The DOR/COR number for this program is 50549.

Order your parts requirements through normal order processing channels.

Questions regarding parts should be directed to the Special Service Support Center (1-800-325-5621) or E-mailed to: Ford@Renkim.com.

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION AND RETURN

Follow the provisions of the Warranty and Policy Manual, Section 1 "WARRANTY PARTS RETENTION AND RETURN POLICIES."

EXCESS STOCK RETURN

Excess stock returned for credit must have been purchased from Ford Customer Service Division in accordance with Policy Procedure Bulletin 4000.

ATTACHMENT II

Page 4 of 4

Customer Satisfaction Program 14M01 – Supplement #3
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

SEAL KIT CONTENTS

| Focus Seal Kit (EV6Z-7052-C) | Kit Qty. | Part Number |
|--|-----------------|--------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A |
| Ball Joint Bolt | 2 | W715491-S442 |
| Ball Joint Nut | 2 | W520415-S442 |

| Fiesta Seal Kit (EV6Z-7052-D) | Kit Qty. | Part Number |
|--|-----------------|--------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A |
| Exhaust Gasket | 1 | 2S6Z-9450-A |
| Exhaust Nut | 2 | W703662-S403 |
| Ball Joint Bolt | 2 | W709618-S442 |
| Ball Joint Nut | 2 | W520203-S442 |

Reference Guide to Understanding DPS6 Automatic Transmission Warranty Coverage

| COVERAGES <small>(Coverage expires when time or mileage limit is reached)</small> | 3 yrs. 36,000 MILES | 5 yrs. 60,000 MILES | 7 yrs. 100,000 MILES | 10 yrs. 150,000 MILES |
|---|--|---------------------------|----------------------------|-----------------------------|
| New Vehicle Warranty Coverage | | | | |
| New Vehicle Powertrain Warranty Coverage | | | | |
| Transmission Clutch Shudder and Input Shaft Seals only <small>14M01 Extended Warranty (Vehicles built before June 8, 2013)</small> | | | 14M01 | |
| Transmission Control Module only <small>Emissions Warranty and 14M02 Extended Warranty*</small> | //// Emissions Warranty Coverage* //// | | | 14M02 |

*Transmission Control Module may be covered under 8 years/80,000 miles Emissions Warranty. Always consult the Part Coverage tool on OASIS for each vehicle to verify eligible coverage.

| 14M01 / 14M02 DPS6 FSA Extended Warranty Repair Coverage Summary | | | |
|---|---|---|---|
| Publication | Concern | Repairs Covered | Repairs NOT Covered |
| FSA 14M01 (Extended Warranty Coverage) | Transmission Clutch Shudder / Input Shaft Seal Leak | <ul style="list-style-type: none"> • TCM reprogramming • Transmission input shaft seal replacement • Clutch cleaning • Clutch replacement | <ul style="list-style-type: none"> • TCM replacement • Internal transmission repairs • Other mechanical or electrical repairs or component replacement • Additional diagnostic time |
| FSA 14M02 (Extended Warranty Coverage) | Transmission Control Module (TCM) Failure | <ul style="list-style-type: none"> • TCM replacement (TCM reprogramming is included) <p>NOTE: Up to 2 hours diagnostic time may be claimed but <u>ONLY</u> when the TCM is the causal component</p> | <ul style="list-style-type: none"> • Diagnostic time for any fault where the TCM is not the causal component • Internal transmission repairs • Other mechanical or electrical repairs or component replacement |

ATTACHMENT VI

Page 1 of 1

Customer Satisfaction Program 14M01-S3

Claiming Instructions for Parts Delay Greater than 30 Days**Opening Statement:**

Due to the length of time between initial diagnosis for clutch shudder and clutch availability, TSB (15-0090) and FSA (14M01-S3) labor operations have been updated to allow diagnostic labor to be claimed separate from clutch repair or replacement.

Submission of a claim for diagnostic labor only while parts are on backorder deviates from normal policy and is only applicable to this repair (W&P Manual V 2.4, Section 1 page 13).

If parts delay is estimated at over 30 days, you may submit the claim for diagnostic labor. Dealer management systems differ; thus, there are multiple methods to accomplish this. Below are two options to submit diagnostic labor separate from repair labor.

Option 1

- Open repair order line 1 for diagnosis and line 2 for the repair
- Submit line 1 with line 2 open while waiting for parts
- Submit line 2 upon completion

Option 2

- Open and submit a repair order for diagnosis
- Open a second repair order, at the same time, and leave it open while waiting for parts
- Submit the 2nd repair order upon completion

If the repair is beyond 30 days, the repair will require a dealer self approval code. If the repair is beyond 90 days, request a submission time limit code. If parts delay is less than 30 days, follow normal policy and submit both diagnostic and repair labor when repairs have been completed.

Supporting Information:

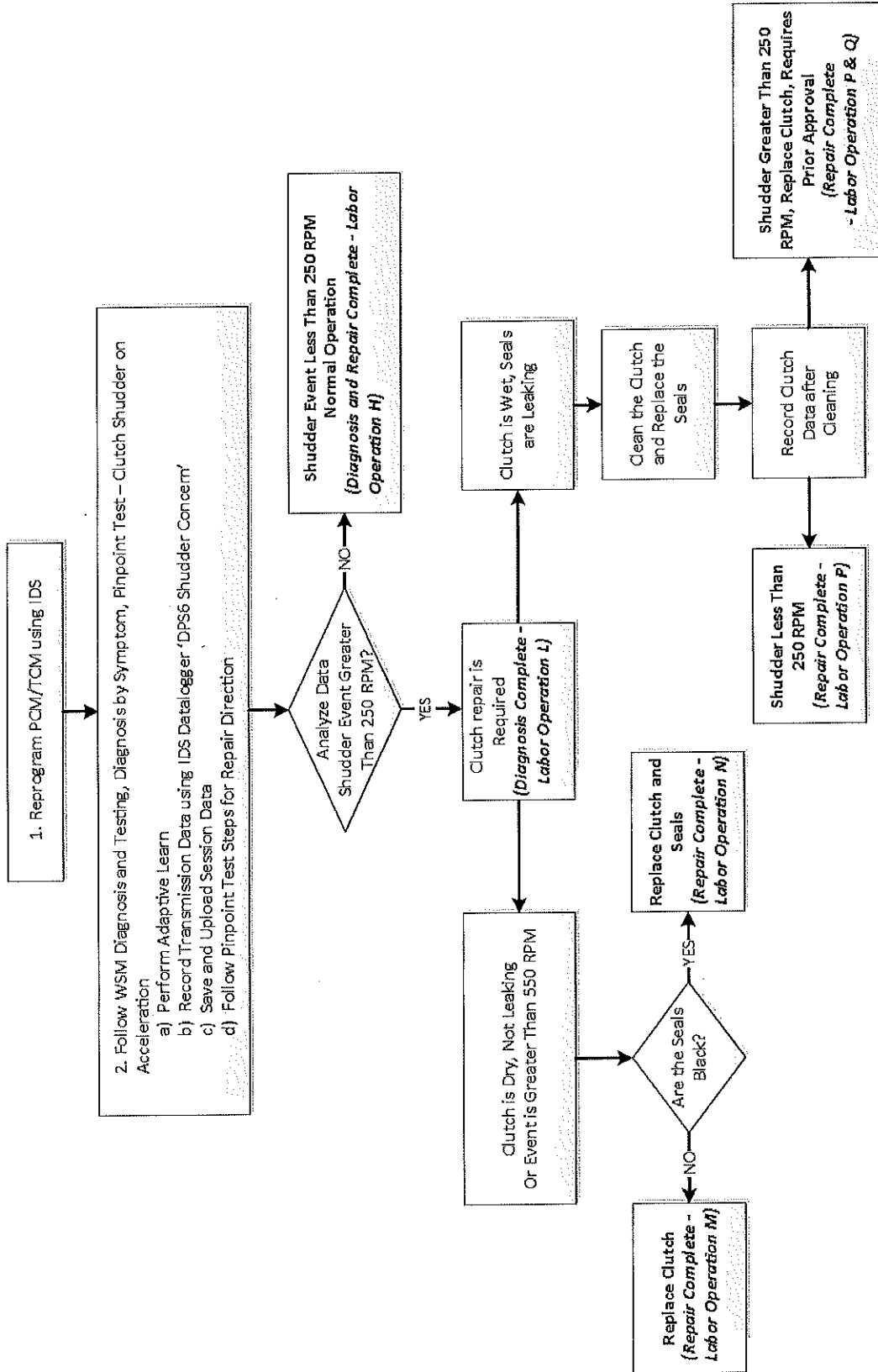
- Dealers should review OASIS at the time of service write-up to identify vehicles that have had diagnostic labor only claims to avoid repeat diagnosis labor.
- Submitting multiple claims will not close FSA 14M01.

Category: WSM Transmission – Warranty Policy.

Do: Submit diagnostic labor only claim if backorder is greater than 30 days.

Don't: Include diagnostic labor again at time of repair.

NEW DIAGNOSIS AND REPAIR SUMMARY EXCESSIVE TRANSMISSION CLUTCH SHUDDER DPS6 AUTOMATIC TRANSMISSION AND/OR TRANSMISSION FLUID LEAK



CERTAIN 2011 THROUGH 2014 MODEL YEAR FIESTA AND FOCUS VEHICLES EQUIPPED WITH A DUAL DRY-CLUTCH POWERSHIFT 6-SPEED AUTOMATIC TRANSMISSION — TRANSMISSION CLUTCH SHUDDER / TRANSMISSION INPUT SHAFT SEAL WARRANTY EXTENSION

NEW! OVERVIEW

Some of the affected vehicles may exhibit excessive transmission clutch shudder during light acceleration. These issues may be due to fluid contamination of the clutch caused by leaking input shaft seals. Vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

This program extends the coverage of the DPS6 Transmission Software Calibration, Clutch, and Transmission Input Shaft Seals to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first.

Supplement #3 is being released to:

- *Modify the labor times to allow for clutch shudder diagnosis to be claimed separate from clutch replacement.*
- *Update TSB reference to TSB 15-0090, which replaces TSB 15-0043.*

NEW! SERVICE PROCEDURE

NOTE: For this recall please refer to Workshop Manual (WSM), Section 307-01 for 2012-2014 Focus and 2014 Fiesta. For 2011-2013 Fiesta refer to WSM, Section 307-11. When referred to the WSM – All steps listed in the WSM must be performed.

1. Reprogram the Powertrain Control Module (PCM)/Transmission Control Module (TCM) to the latest calibration using IDS release 94.03 or later.

NOTE: Calibration files may also be obtained at www.motorcraftservice.com.

NOTE: Follow the IDS on-screen instructions to complete the reprogramming procedure.

2. Using IDS follow the WSM Diagnosis and Testing, Diagnosis by Symptom:

- Pinpoint Test A (2012-2014 Focus, 2014 Fiesta)
- Pinpoint Test N (2011-2013 Fiesta) - Clutch Shudder on Acceleration to diagnose shudder.

NOTE: U.S. Ford and Lincoln Dealerships need to obtain prior approval before proceeding with the installation of a new clutch after cleaning (*Labor Operation 14M01Q*). Save and upload IDS session data captured from the post clutch cleaning validation in the pinpoint test for use in the prior approval process.



Ford & Lincoln Dealership DPS6 Transmission Clutch Prior Approval Submission Process
(ONLY REQUIRED WITH LABOR OPERATION EE CLUTCH REPLACEMENT AFTER
CLUTCH CLEANING)

1. Access the Professional Technician Society (PTS) to submit a Prior Approval Request.
2. Select the Vehicle ID tab.
3. Run OASIS, by entering the VIN and an applicable symptom code and select "GO".
4. Scroll to the very bottom of the OASIS report and select "Prior Approval".
5. Select "Continue" to advance to the next page.
6. Select "DPS6 Clutch TSB" under the "Powertrain Components" heading.
7. The subsequent pages will ask for additional information regarding the vehicle and warranty coverage, select the proper responses using the available resources.
8. The prior approval form will appear preloaded with the vehicle information.
9. Answer all questions and drop down selections on the form, providing the most accurate and detailed descriptions.
10. Enter a cell phone number and provider if you would like a text message when a response has been posted to PTS.

NOTE: Adding a phone number is not required to submit the request form.

11. Check back on PTS for your reply, under Home > Tech Hotline > Prior Approval Status.



Important Information for Module Programming

NOTE: Reprogram appropriate vehicle modules before performing diagnostics and clear all Diagnostic Trouble Codes (DTCs) after programming. For DTCs generated after reprogramming, follow normal diagnostic service procedures.

NOTE: Performing the service routines will clear adaptive strategy. Failure to perform all steps of the IDS routines may result in erratic shifts and driveability concerns.

NOTE: When programming or reprogramming a module, use the following basic checks to ensure programming completes without errors.

- Make sure the 12V battery is fully charged before carrying out the programming steps and connect IDS/scan tool to a power source.
- Inspect Vehicle Communication Module (VCM) and cables for any damage. Make sure scan tool connections are not interrupted during programming.
- A hardwired connection is strongly recommended.
- Turn off all unnecessary accessories (radio, heated/cooled seats, headlamps, interior lamps, HVAC system, etc.) and close doors.
- Disconnect/depower any aftermarket accessories (remote start, alarm, power inverter, CB radio, etc.).
- Follow all scan tool on-screen instructions carefully.
- Disable IDS/scan tool sleep mode, screensaver, hibernation modes.
- Create all sessions Key On Engine Off (KOEO). Starting the vehicle before creating a session will cause errors within the programming inhale process.

Recovering a module when programming has resulted in a blank module: **NEVER DELETE THE ORIGINAL SESSION!**

- a. Obtain the original IDS that was used when the programming error occurred during Module Reprogramming (MR) or Programmable Module Installation (PMI).
- b. Disconnect the VCM from the Data Link Connector (DLC) and the IDS.
- c. Reconnect the VCM to IDS and then connect to the DLC. Once reconnected, the VCM icon should appear in the corner of the IDS screen. If it does not, troubleshoot the IDS to VCM connection.
- d. Locate the ORIGINAL vehicle session when programming failed. This should be the last session used in most cases. If not, use the session created on the date that the programming failed.

NOTE: If the original session is not listed in the previous session list, click the "Recycle Bin" icon at the lower right of the previous session screen. This loads any deleted sessions and allows you to look through them. Double-click the session to restore it.

- e. Once the session is loaded, the failed process should resume automatically.
- f. If programming does not resume automatically, proceed to the Module Programming menu and select the previously attempted process, PMI or MR.
- g. Follow all on-screen prompts/instructions.
- h. Near the end of programming, the IDS prompts you to select certain parameters. It is important to make a selection for ALL parameters listed. If the correct selection is already highlighted, you must still choose that selection before clicking the "Tick" mark to complete the configuration.
- i. The last screen on the IDS may list additional steps required to complete the programming process. Make sure all applicable steps listed on the screen are followed in order.



CSC-100587251330

Ford Motor Company
 Ford Customer Service Division
 P. O. Box 1904
 Dearborn, Michigan 48121

August, 2015

Software Update Program 15B22
 Customer Satisfaction Program 14M02
 Programa de actualización de software 15B22
 Programa de satisfacción del cliente 14M02

Mr. John Sample
 123 Main Street
 Anywhere, USA 12345

Your Vehicle Identification Number (VIN): 12345678901234567

At Ford Motor Company, we are not only committed to building high quality, dependable products, but also building a community of happy, satisfied customers. To demonstrate that commitment, we are providing you with both a software update and a no-charge extended coverage for the transmission control module (TCM) for your vehicle with the VIN shown above.

- | | |
|--|--|
| Why are you receiving this notice? | On your vehicle with the VIN shown above, the TCM may experience electrical circuit failures causing intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power. If this condition is present and the transmission control module has not been updated with the latest software, these symptoms may become progressively worse and your vehicle may not provide a visual warning of the failure. |
| What will Ford and your Dealer do? | For your peace of mind, Ford Motor Company has developed new software that will alert the driver of a possible TCM circuit failure before symptoms progress. Ford Motor Company has authorized any Ford/Lincoln dealer to update the software in your TCM free of charge (parts and labor). This Software Update Program will be in effect until July 31, 2016 regardless of mileage. Coverage is automatically transferred to subsequent owners. |
| What should you do? | Please call your dealer without delay and request a service date for Software Update Program 15B22. Provide the dealer with the VIN of your vehicle, which is near the beginning of this letter. |
| What will the improved software do? | The improved software will continuously monitor the TCM and provide advance notification, resulting in a "Check Engine" light if the TCM isn't operating properly. This improved fault detection and overt warning will help ensure the vehicle operator is alerted to potential issues with the TCM. |

What won't the software update do?

The new TCM software update **will not** change the normal shift characteristics of your vehicle's transmission and will not have an effect on fuel economy.

How long will it take?

The time needed to install the updated software in your vehicle is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Your vehicle may also require diagnosis to determine if the TCM has failed and parts need to be ordered.

Should your vehicle require additional service, what will Ford and your dealer do?

Ford Motor Company has also extended the warranty coverage on the TCM to 10 years or 150,000 miles from the warranty start date, whichever occurs first. If your vehicle's TCM requires replacement and your vehicle is within the indicated time/mileage limitations, Ford Motor Company has authorized any Ford/Lincoln dealer to replace the TCM free of charge (parts and labor).

If your vehicle has already exceeded mileage limits listed above, coverage under 14M02 will last through October 31, 2015. Coverage is automatically transferred to subsequent owners.

Is this different than the previous letter you received?

You may have previously received a letter(s) regarding additional coverages on your PowerShift Automatic Transmission. The reference guide below can help you better understand the available warranty coverage for your transmission.

Reference Guide to Understanding Powershift Automatic Transmission Warranty Coverage

| COVERAGES (Coverage expires when time or mileage limit is reached) | 3 yrs. 36,000 MILES | 5 yrs. 60,000 MILES | 7 yrs. 100,000 MILES | 10 yrs. 150,000 MILES |
|---|------------------------------|---------------------------|----------------------------|-----------------------------|
| New Vehicle Warranty Coverage | | | | |
| New Vehicle Powertrain Warranty Coverage | | | | |
| Transmission Clutch Shudder and Input Shaft Seals only 14M01 Extended Warranty (Vehicles built before June 6, 2013) | | | 14M01 | |
| Transmission Control Module only Emissions Warranty and 14M02 Extended Warranty | Emissions Warranty Coverage* | | | 14M02 |

*Transmission Control Module may be covered under 8 years/80,000 miles Emissions Warranty. Always consult the Part Coverage tool on OASIS for each vehicle to verify eligible coverage.

Have you previously paid for this repair?

If you paid to have service done on your TCM before the date of this letter, you may be eligible for a refund. Refunds will only be provided for service related to TCM replacement. To verify eligibility and expedite reimbursement, give the original receipt from the repair to your dealer before October 31, 2015. To avoid delays, do not send receipts to Ford Motor Company.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner. You received this notice because our records indicate that you are the current owner.

Can we assist you further?

If you need further assistance, see the Service Manager at your dealership. **RETAIL OWNERS:** If you have questions or concerns, please contact our Ford Customer Relationship Center at 1-866-436-7332 and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.Fordowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

Si necesita ayuda o tiene alguna pregunta, por favor llame al Centro de Relación con Clientes al 1-866-436-7332 y presione 2 para Español.

FLEET OWNERS: If you have questions or concerns, please contact our Fleet Customer Information Center at 1-800-34-FLEET, choose Option #3, and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.fleet.ford.com.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

As part of the Ford community, we appreciate your attention to this important matter and your continued loyalty.

Ford Customer Service Division



Ford Motor Company
 Ford Customer Service Division
 P. O. Box 1904
 Dearborn, Michigan 48121

August, 2015

Software Update Program 15B22
 Customer Satisfaction Program 14M02
 Programa de actualización de software 15B22
 Programa de satisfacción del cliente 14M02

Mr. John Sample
 123 Main Street
 Anywhere, USA 12345

Your Vehicle Identification Number (VIN): 12345678901234567

At Ford Motor Company, we are not only committed to building high quality, dependable products, but also building a community of happy, satisfied customers. To demonstrate that commitment, we are providing you with both a software update and a no-charge extended coverage for the transmission control module (TCM) for your vehicle with the VIN shown above.

Why are you receiving this notice?

On your vehicle with the VIN shown above, the TCM may experience electrical circuit failures causing intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power. If this condition is present and the transmission control module has not been updated with the latest software, these symptoms may become progressively worse and your vehicle may not provide a visual warning of the failure.

What will Ford and your Dealer do?

For your peace of mind, Ford Motor Company has developed new software that will alert the driver of a possible TCM circuit failure before symptoms progress. Ford Motor Company has authorized any Ford/Lincoln dealer to update the software in your TCM free of charge (parts and labor). This Software Update Program will be in effect until July 31, 2016 regardless of mileage. Coverage is automatically transferred to subsequent owners.

What should you do?

Please call your dealer without delay and request a service date for Software Update Program 15B22. Provide the dealer with the VIN of your vehicle, which is near the beginning of this letter.

What will the improved software do?

The improved software will continuously monitor the TCM and provide advance notification, resulting in a "Check Engine" light if the TCM isn't operating properly. This improved fault detection and overt warning will help ensure the vehicle operator is alerted to potential issues with the TCM.

What won't the software update do?

The new TCM software update **will not** change the normal shift characteristics of your vehicle's transmission and will not have an effect on fuel economy.

How long will it take?

The time needed to install the updated software in your vehicle is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Your vehicle may also require diagnosis to determine if the TCM has failed and parts need to be ordered.

Should your vehicle require additional service, what will Ford and your dealer do?

Ford Motor Company has also extended the warranty coverage on the TCM to 10 years or 150,000 miles from the warranty start date, whichever occurs first. If your vehicle's TCM requires replacement and your vehicle is within the indicated time/mileage limitations, Ford Motor Company has authorized any Ford/Lincoln dealer to replace the TCM free of charge (parts and labor).

If your vehicle has already exceeded mileage limits listed above, coverage under 14M02 will last through October 31, 2015. Coverage is automatically transferred to subsequent owners.

Is this different than the previous letter you received?

You may have previously received a letter(s) regarding additional coverages on your PowerShift Automatic Transmission. The reference guide below can help you better understand the available warranty coverage for your transmission.

Reference Guide to Understanding Powershift Automatic Transmission Warranty Coverage

| COVERAGES <small>(Coverage expires when time or mileage limits reached)</small> | 3 yrs. 36,000 MILES | 5 yrs. 60,000 MILES | 7 yrs. 100,000 MILES | 10 yrs. 150,000 MILES |
|---|------------------------------------|------------------------------------|-------------------------------------|--------------------------------------|
| New Vehicle Warranty Coverage | | | | |
| New Vehicle Powertrain Warranty Coverage | | | | |
| Transmission Clutch Shudder and Input Shaft Seals only <small>14M01 Extended Warranty (Vehicles built before June 6, 2013)</small> | | | 14M01 | |
| Transmission Control Module only <small>Emissions Warranty and 14M02 Extended Warranty</small> | Emissions Warranty Coverage* | | | 14M02 |

*Transmission Control Module may be covered under 8 years/80,000 miles Emissions Warranty. Always consult the Part Coverage tool on OASIS for each vehicle to verify eligible coverage.

Have you previously paid for this repair?

If you paid to have service done on your TCM before the date of this letter, you may be eligible for a refund. Refunds will only be provided for service related to TCM replacement. To verify eligibility and expedite reimbursement, give the original receipt from the repair to your dealer before October 31, 2015. To avoid delays, do not send receipts to Ford Motor Company.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner. You received this notice because our records indicate that you are the current owner.

Can we assist you further?

If you need further assistance, see the Service Manager at your dealership.

RETAIL OWNERS: If you have questions or concerns, please contact our Ford Customer Relationship Center at 1-866-436-7332 and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.Fordowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

Si necesita ayuda o tiene alguna pregunta, por favor llame al Centro de Relación con Clientes al 1-866-436-7332 y presione 2 para Español.

FLEET OWNERS: If you have questions or concerns, please contact our Fleet Customer Information Center at 1-800-34-FLEET, choose Option #3, and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.fleet.ford.com.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

As part of the Ford community, we appreciate your attention to this important matter and your continued loyalty.

Ford Customer Service Division

| | |
|---|--------------------|
| DPS6 AUTOMATIC TRANSMISSION - EXCESSIVE TRANSMISSION CLUTCH SHUDDER AND/OR TRANSMISSION FLUID LEAK | TSB 15-0120 |
|---|--------------------|

FORD:

2011-2015 Fiesta

2012-2015 Focus

This article supersedes TSB 15-0090 to update the Service Procedure and Service Labor Time Standards (SLTS).

ISSUE

Some 2011-2015 Fiesta vehicles built on or before 10/15/2014 and 2012-2015 Focus vehicles equipped with a DPS6 automatic transmission may exhibit excessive transmission clutch shudder on light acceleration. Some vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

ACTION

Follow the Service Procedure steps to correct the condition.

SERVICE PROCEDURE

With the release of Customer Satisfaction Program 15B22 if a vehicle is being serviced using this article, the powertrain control module (PCM)/transmission control module (TCM) reprogramming and clutch adaptive learn strategy updates required in in 15B22 are completed. Therefore, it is not necessary to perform 15B22 separately and 15B22 should not be claimed. It will be closed when the labor operations for this article are claimed.

Refer to Workshop Manual (WSM), Section 307-01 for 2012-2015 Focus and 2014-2015 Fiesta. For 2011-2013 Fiesta refer to WSM, Section 307-11. When referred to the WSM all steps listed in the WSM must be performed.

1. **NOTE:**

PERFORMING THE SERVICE ROUTINES WILL CLEAR ADAPTIVE STRATEGY. FAILURE TO PERFORM ALL STEPS OF THE IDS ROUTINES MAY RESULT IN ERRATIC SHIFTS AND DRIVEABILITY CONCERNS.

Reprogram the PCM/TCM to the latest calibration using IDS release 96.03 or higher. Make sure you are connected to the internet when entering module programming to obtain the latest updates. Calibration files may also be obtained at www.motorcraftservice.com.

- a. IDS software updates have been made to streamline the process and improve DPS6 Shudder diagnostics and reprogramming.
 - b. Adjust the vehicle clock as required, it may have lost time during the reprogramming process.
2. Using IDS follow the WSM Diagnosis and Testing, Diagnosis by Symptom, Pinpoint Test A (Focus, 2014-15 Fiesta) or Pinpoint Test N (2011-2013 Fiesta) - Clutch Shudder on Acceleration to diagnose shudder.
 - a. Save and upload IDS Session Data.
 - b. New vehicles with less than 1600 km (1000 miles) have not fully completed the clutch friction green clutch break-in period that is required before attempting to replace the clutch or hardware.
 - c. Vehicles built on 6/6/2013 or later have the improved transmission input shaft seals that are unlikely to experience leaks and should only be replaced if leaking.

NOTE: FORD AND LINCOLN DEALERSHIPS NEED TO OBTAIN PRIOR APPROVAL BEFORE PROCEEDING WITH THE INSTALLATION OF A NEW CLUTCH AFTER CLEANING. SAVE AND UPLOAD IDS SESSION DATA CAPTURED FROM THE POST CLUTCH CLEANING VALIDATION IN THE PINPOINT TEST FOR USE IN THE PRIOR APPROVAL PROCESS. (FIGURE 1)

NOTE: The information contained in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 15-0120 (Continued)

WARNING: BRAKE PARTS CLEANER PM-4-A IS IRRITATING TO THE SKIN, EYE AND RESPIRATORY TRACT. THIS PRODUCT MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION. ALWAYS CONSULT THE MATERIAL SAFETY DATA SHEET BEFORE USE. DUE TO THE VOLUME OF PM-4-A USED DURING THE CLEANING PROCEDURE, THE OPERATOR MUST ENSURE ADEQUATE LOCAL VENTILATION. THE OPERATOR MUST WEAR AN ORGANIC CARTRIDGE WITH PARTICLE FILTER RESPIRATOR, EYE PROTECTION (CHEMICAL GOGGLES), NEOPRENE GLOVES, AND LONG SLEEVES. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN SERIOUS PERSONAL INJURY.

WARNING: KEEP SOLVENTS AWAY FROM IGNITION SOURCES. SOLVENTS MAY BE FLAMMABLE AND CAN IGNITE OR EXPLODE IF NOT HANDLED CORRECTLY. FAILURE TO FOLLOW THIS INSTRUCTION MAY RESULT IN SERIOUS PERSONAL INJURY.

NOTE: Transmission differential seal plugs are now released and should be installed during transmission removal and while performing bench repairs to reduce/eliminate the loss of transmission fluid.

[1] - Use of either part is acceptable for the repair.

| PART NUMBER | PART NAME |
|------------------|---|
| BV6Z-7B546-F | Dual Clutch Assembly Kit - Focus & Fiesta built on or after 1/13/2011 |
| AE8Z-7B546-E | Dual Clutch Assembly Kit for Fiesta built on or before 1/12/2011 |
| EV6Z-7052-A Or C | Focus Seal Kit - (Figure 2) Required For All Clutch And Seal Repairs [1] |
| EV6Z-7052-B Or D | Fiesta Seal Kit - (Figure 2) Required For All Clutch And Seal Repairs [1] |
| AE8Z-7007-A | Engine-to-Transaxle Separator Plate – 1.6L |
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner (As Needed) |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant |
| F1FZ-7H183-A | Differential Seal Plug (2-req, can be used for multiple repairs) |
| BE8Z-6731-AB | Motorcraft® Oil Filter FL-910S |
| XO-5W20-QSP | Motorcraft® SAE 5W-20 Premium Synthetic Blend Motor Oil (1-quart) |
| 1S7Z-6840-AA | Oil Filter Adapter Gasket - Focus |
| BE8Z-6L621-A | Oil Cooler Assembly Seal-Fiesta (As Needed) |

| OPERATION | DESCRIPTION | TIME |
|-----------|---|----------|
| 150120H | 2012-2015 Focus/2011-2015 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Release The Vehicle, Within Expected Limits (Closes FSA 15B22, Do Not Use With Any Other Labor Operations) | 1.1 Hrs. |
| 150120L | 2012-2015 Focus/2011-2015 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test Per WSM Procedure, Outside Of Expected Limits (Closes FSA 15B22, Do Not Use With Any Other Labor Operation Except M, N, P or Q) | 1.1 Hrs. |
| 150120M | 2012-2015 Focus DPS6: Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except L) | 5.0 Hrs. |
| 150120M | 2011-2015 Fiesta DPS6: Replace Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except L) | 4.5 Hrs. |
| 150120N | 2012-2015 Focus DPS6: Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except L) | 5.4 Hrs. |

TSB 15-0120 (Continued)

| OPERATION | DESCRIPTION | TIME |
|-----------|--|----------|
| 150120N | 2011-2015 Fiesta DPS6: Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operation Except L) | 4.9 Hrs. |
| 150120P | 2011-2015 Focus DPS6: Replace Both Inner Input Shaft Seals And Clean Clutch, Perform Pinpoint Test Per WSM Procedure After Cleaning (Do Not Use With Any Other Labor Operation Except L and Q) | 6.2 Hrs. |
| 150120P | 2011-2015 Fiesta DPS6: Replace Both Inner Input Shaft Seals And Clean Clutch, Perform Pinpoint Test Per WSM Procedure After Cleaning (Do Not Use With Any Other Labor Operation Except L and Q) | 5.7 Hrs. |
| 150120Q | 2012-2015 Focus DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Is Included, Can Only Be Claimed With Operations P and L When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Post Road Test (Do Not Use With Any Other Labor Operation Except L and P) | 5.4 Hrs. |
| 150120Q | 2011-2015 Fiesta DPS6: Replace Clutch, This Operation Requires A Prior Approval Code And Is Included, Can Only Be Claimed With Operations P and L When Shudder Is Present Over 250 RPM After Clutch Cleaning. Includes Post Road Test (Do Not Use With Any Other Labor Operation Except L and P) | 4.9 Hrs. |

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage

Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| 7B546 | 42 |

**Ford & Lincoln Dealership DPS6 Transmission Clutch
Prior Approval Submission Process**

**ONLY REQUIRED WITH LABOR OPERATION Q
CLUTCH REPLACEMENT AFTER CLUTCH CLEANING**

1. Access the Professional Technician Society (PTS) to submit a Prior Approval Request.
2. Select the Vehicle ID tab.
3. Run OASIS, by entering the VIN and an applicable symptom code and select "GO".
4. Scroll to the very bottom of the OASIS report and select "Prior Approval".
5. Select "Continue" to advance to the next page.
6. Select "DPS6 Clutch TSB" under the "Powertrain Components" heading.
7. The subsequent pages will ask for additional information regarding the vehicle and warranty coverage, select the proper responses using the available resources.
8. The prior approval form will appear preloaded with the vehicle information.
9. Answer all questions and drop down selections on the form, providing the most accurate and detailed descriptions.
10. Enter a cell phone number and provider if you would like a text message when a response has been posted to PTS.

NOTE: Adding a phone number is not required to submit the request form.

11. Check back on PTS for your reply, under Home > Tech Hotline > Prior Approval Status.

TB10560B

TSB 15-0120 (Continued)

SEAL KIT CONTENTS

| Focus Seal Kit (EV6Z-7052-A or EV6Z-7052-C) | Kit Qty | Part Number |
|--|----------------|---------------------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-C or AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-B or AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A or AE8Z-1S177-B |
| Ball Joint Bolt | 2 | W715491-S442 |
| Ball Joint Nut | 2 | W520415-S442 |
| Fiesta Seal Kit (EV6Z-7052-B or EV6Z-7052-D) | Kit Qty | Part Number |
| Input Shaft Seal Inner | 1 | AE8Z-7052-C or AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-B or AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A or AE8Z-1S177-B |
| Exhaust Gasket | 1 | 2S6Z-9450-A |
| Exhaust Nut | 2 | W703662-S403 |
| Ball Joint Bolt | 2 | W709618-S442 |
| Ball Joint Nut | 2 | W520203-S442 |

TB10561B

Figure 2 - Article 15-0120

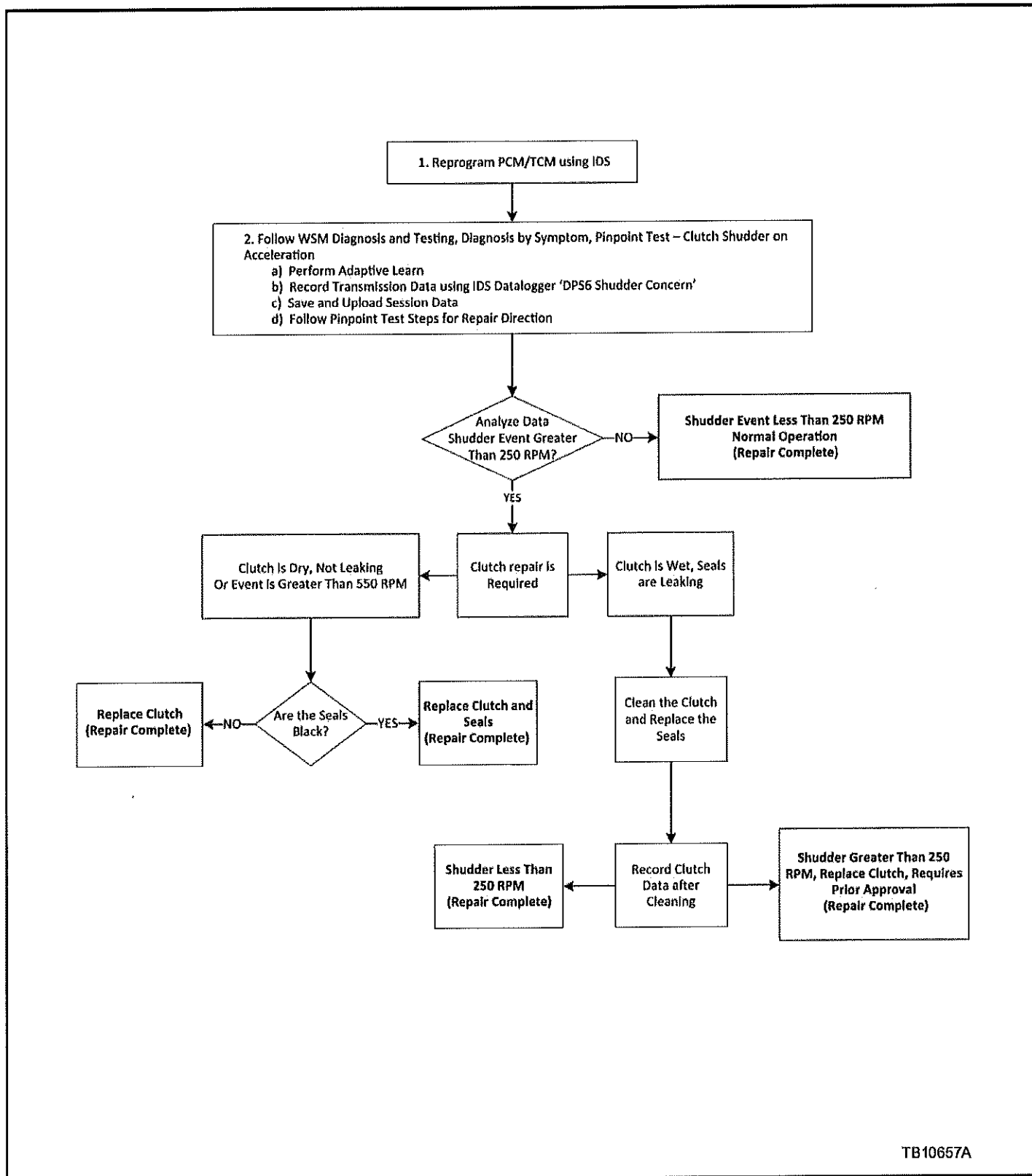


Figure 3 - Article 15-0120

TB10657A

SB-10058674-4400

| | |
|---|--------------------|
| DPS6 - NO START AND/OR TRANSMISSION ENGAGEMENT OR LOSS OF POWER WITH DTCS U0100, U0101, U1013 AND/OR P0606 | TSB 15-0121 |
|---|--------------------|

FORD:

2011-2015 Fiesta

2012-2015 Focus

This article supersedes TSB 15-0017 to update the diagnostic software calibration level, Title, Issue and Service Procedure.

ISSUE

Some 2011-2015 Fiesta and 2012-2015 Focus vehicles equipped with a DPS6 transmission may exhibit intermittent concerns of loss of transmission engagement while driving, intermittent no start or a loss of power. These symptoms are usually accompanied by an illuminated Check Engine lamp. Additional symptoms may include messages in the message center indicating hill start assist is not available, that parking aid malfunction/service is required, or the transmission PRNDL/S gear selector on the instrument cluster may flash. Diagnostic trouble codes (DTCs) U0100, U0101 and/or U1013 or P0606 will be present or stored in the powertrain control module (PCM) memory.

ACTION

Follow The Service Procedure steps to correct the condition.

SERVICE PROCEDURE

With the release of Customer Satisfaction Program 15B22 if a vehicle is being serviced using this article, the PCM/transmission control module (TCM) reprogramming and clutch adaptive learn strategy updates required in 15B22 are completed. Therefore, it is not necessary to perform 15B22 separately and 15B22 should not be claimed. It will be closed when the labor operations for this article are claimed.

1. Does the customer indicate at least one of the following concerns are present: Intermittent concerns of loss of transmission engagement while driving, intermittent no start, intermittent loss of power, message center message Hill Start Assist is Not Available or Parking Aid Malfunction/Service is required are present or transmission PRNDL/S gear selector on the instrument cluster flashes?
 - a. Yes - proceed to Step 2.
 - b. No - this article does not apply. Refer to Powertrain Control/Emission Diagnostic (PC/ED) manual or Workshop Manual (WSM), Section 307-01 for normal diagnostics.
2. Are DTCs U0100, U0101, U1013 and /or P0606 present or stored in the PCM memory?
 - a. Yes - replace the TCM. Refer to WSM, Section 307-01.
 - (1) Reprogram the PCM/TCM to the latest calibration using IDS release 96.03 or higher. Make sure you are connected to the internet when entering module programming to obtain the latest updates. Calibration files may also be obtained at www.motorcraftservice.com.
 - (2) This calibration installs DTC P0606 a new TCM internal failure code. Refer to WSM Section 307-01 as required.
 - (3) Perform the TCM adaptive learn strategy.
 - (4) Adjust the vehicle clock as it may have lost time during the reprogramming process.
 - b. No - this article does not apply. Refer to WSM, Section 307-01 for normal diagnosis.

NOTE: The information contained in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford, Lincoln, or Mercury dealership to determine whether the bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

TSB 15-0121 (Continued)

| PART NUMBER | PART NAME |
|--------------|------------------------------------|
| AE8Z-7Z369-E | Transmission Control Module |
| AE8Z-7B498-A | O-ring Transmission Control Module |

| OPERATION | DESCRIPTION | TIME |
|-----------|--|----------|
| 150121A | 2012-2015 Focus With Automatic Transmission (DPS6) Retrieve DTCs, Replace The TCM, Reprogram The PCM/TCM, Perform The Clutch Adaptive Learning Procedure And Clear DTCs (Closes FSA 15B22 If Open, Do Not Use With Any Other Labor Operation) | 1.0 Hr. |
| 150121A | 2011-2015 Fiesta With Automatic Transmission (DPS6) Retrieve DTCs, Replace The TCM, Reprogram The PCM/TCM, Perform The Clutch Adaptive Learning Procedure And Clear DTCs (Closes FSA 15B22 If Open, Do Not Use With Any Other Labor Operation) | 1.1 Hrs. |

WARRANTY STATUS:

Eligible Under Provisions Of New Vehicle Limited Warranty Coverage And Emissions Warranty Coverage
Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

DEALER CODING

| BASIC PART NO. | CONDITION CODE |
|----------------|----------------|
| 7Z369 | D4 |



Michael A. Berardi
 Director
 Service Engineering Operations
 Ford Customer Service Division

Ford Motor Company
 P. O. Box 1904
 Dearborn, Michigan 48121

March 3, 2016

TO: All U.S. Ford and Lincoln Dealers

SUBJECT: **Customer Satisfaction Program 14M01 – Supplement #5**
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles Equipped with a
 DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

REF : **Customer Satisfaction Program 14M01 – S3** Dated June 1, 2015
Technical Service Bulletin (TSB) 15-0120 – Excessive Transmission Clutch
 Shudder DPS6 Automatic Transmission and/or Transmission Fluid Leak

New! REASON FOR THIS SUPPLEMENT

- **Rental Vehicles:** Rental coverage for repairs delayed due to back ordered parts are pre-approved up to ten (10) days. For rental coverage exceeding 10 days, contact the Special Service Support Center (SSSC) for prior approval.

PROGRAM TERMS

This program extends the coverage of the DPS6 Transmission input shaft seals, clutch and transmission software calibration to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded the mileage limits, this coverage will last through January 31, 2015. Coverage is automatically transferred to subsequent owners.

NOTE: This program DOES NOT apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty Powertrain coverage. Repairs for vehicles covered by New Vehicle Limited Warranty Powertrain coverage should be claimed using the Labor Operation Codes provided in TSB 15-0120.

VEHICLES COVERED BY THIS PROGRAM

Certain 2011 through 2014 model year Fiesta vehicles equipped with a DPS6 transmission built at the Cuautitlan Assembly Plant from November 3, 2009 through June 5, 2013; and certain 2012 through 2014 model year Focus vehicles equipped with a DPS6 transmission built at the Michigan Assembly Plant from August 1, 2010 through June 5, 2013. Affected vehicles are identified in OASIS.

NOTE: Vehicles having a build date of June 6, 2013 or later have improved transmission input shaft seals that are not likely to experience leaks.

REASON FOR PROVIDING ADDITIONAL COVERAGE

Some of the affected vehicles may exhibit excessive transmission clutch shudder during light acceleration. These issues may be due to fluid contamination of the clutch caused by leaking input shaft seals. Vehicles may or may not exhibit transmission fluid leaking from the clutch housing.

SERVICE ACTION

If an affected vehicle exhibits this condition and is beyond New Vehicle Limited Warranty Powertrain coverage, dealers are to perform diagnosis and repairs consistent with TSB 15-0120. This service must be performed at no charge to the vehicle owner.

NOTE: As of August 4, 2015, vehicles repaired under 14M01 do not require the completion of 15B22 (if open in OASIS). A claim to 14M01 will automatically close 15B22.

OWNER NOTIFICATION MAILING SCHEDULE

Owner Letters were mailed beginning the week of July 28, 2014. Dealers should repair any affected vehicles that exhibit excessive transmission clutch shudder during light acceleration, or transmission fluid leaking from the clutch housing, whether or not the customer has received a letter.

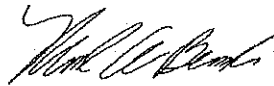
ATTACHMENTS

Attachment I: Administrative Information
 Attachment II: Labor Allowances and Parts Ordering Information
 Attachment III: Technical Information
 Attachment IV: DPS6 Diagnosis and Repair Summary Flow Chart
 Attachment V: DPS6 TSB/FSA Warranty Coverage Summary
 Attachment VI: Claiming Instructions for Parts Delay Greater than 30 Days
 Owner Notification Letter with Attachment of Normal Operation of DPS6

QUESTIONS & ASSISTANCE

Special Service Support Center (Dealer Assistance Only) 1-800-325-5621

Sincerely,



Michael A. Berardi

ATTACHMENT I

Page 1 of 2

Customer Satisfaction Program 14M01 – Supplement #5
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

OASIS ACTIVATED?

Yes, OASIS was activated on July 21, 2014.

FSA VIN LIST ACTIVATED?

FSA VIN list will not be activated for this service action.

STOCK VEHICLES

Do not perform this program unless the affected vehicle exhibits the covered condition.

SOLD VEHICLES

Owners of affected vehicles will be directed to dealers only if the vehicle exhibits the covered condition.

TITLE BRANDED / SALVAGED VEHICLES

Affected title branded and salvaged vehicles are **not** eligible for this service action.

RELATED DAMAGE

If a related damage condition exists that you believe to be caused by the covered condition, call the Special Service Support Center to request approval **prior** to the repair of any related damage. Requests for approval after completion of the repair will not be granted.

ADDITIONAL LABOR TIME

- If a condition exists that requires additional labor to complete the repair, call the Special Service Support Center to request approval **prior** to performing any additional labor. Requests for approval after completion of the repair will not be granted.
- If you encounter aftermarket equipment or modifications to the vehicle which might prevent the repair of the covered condition, call the Special Service Support Center.

OWNER REFUNDS

- Ford Motor Company is offering a refund for owner-paid repairs covered by this program if the repair was performed before the date of the Owner Notification Letter. This refund offer expires January 31, 2015.
- Refunds will only be provided for the parts and labor cost associated with repairs to the clutch, transmission input shaft seals, or calibration updates to the transmission software.

New! RENTAL VEHICLES

Dealers are pre-approved for up to 10 days for a comparable rental vehicle. Follow Extended Service Plan (ESP) guidelines for dollar amounts. Rentals will only be reimbursed for the day(s) the vehicle is at the dealership for part replacement. Prior approval for more than 10 rental days is required from the SSSC via the SSSC Web Contact Site.

ATTACHMENT I

Page 2 of 2

Customer Satisfaction Program 14M01 – Supplement #5
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

CLAIMS PREPARATION AND SUBMISSION

- Enter claims using Direct Warranty Entry (DWE).
- Refer to ACESII manual for claims preparation and submission information.
- Related damage must be claimed on a repair line that is separate from the repair line on which the FSA is claimed. Related damage requires prior approval from the Special Service Support Center.
- "MT" labor should be submitted on a separate repair line with the related damage flag checked. "MT" labor requires prior approval from the Special Service Support Center.
- Submit refunds on a separate repair line.
 - Program Code: 14M01
 - Misc. Expense: ADMIN
 - Misc. Expense: REFUND
 - Misc. Expense: 0.2 Hrs.
- Multiple refunds should be submitted on one repair line and the invoice details for each repair should be detailed in the comments section of the claim.
- For rental vehicle claiming, follow Extended Service Plan (ESP) guidelines for dollar amounts. Enter the total amount of the rental expense under Miscellaneous Expense code "Rental".
- PROGRAM TERMS: This program extends the coverage of the Automatic Transmission software calibration, clutch, and transmission input shaft seals to seven (7) years of service or 100,000 miles from the warranty start date of the vehicle, whichever occurs first. If a vehicle has already exceeded the mileage limits, this coverage will last through January 31, 2015.
- This program DOES NOT apply to vehicles that qualify for repairs under the New Vehicle Limited Warranty. Repairs for vehicles covered by New Vehicle Limited Warranty should be claimed using the Labor Operation Codes provided in TSB 15-0120. If the vehicle is beyond coverage of the New Vehicle Limited Warranty and covered by an Extended Service Plan (ESP), claim repairs to this program (FSA 14M01) instead of the ESP Plan.
- Separate labor operations have been created to enable dealers to submit a repair order for diagnostic labor only. Refer to Attachment VI - Claiming Instructions for Parts Delay Greater than 30 Days.

NOTE: Some vehicles covered by 14M01 may also be eligible for coverage by 14M02 (Transmission Control Module Extended Warranty Coverage) and/or 15B22 (Transmission Control Module Reprogramming for Overt TCM Failure Warning). Always consult OASIS to determine repairs and coverages that apply.

NOTE: As of August 4, 2015, vehicles repaired under 14M01 do not require the completion of 15B22 (if open in OASIS). If both programs are open and 14M01 is performed, only claim 14M01. A claim to 14M01 will automatically close 15B22.

ATTACHMENT II

Page 1 of 4

Customer Satisfaction Program 14M01 – Supplement #5
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

LABOR ALLOWANCES

Labor allowances are consistent with TSB 15-0120. Repairs for vehicles covered by New Vehicle Limited Warranty should be claimed using the Labor Operation Codes provided in TSB 15-0120.

| Description | Labor Operation | Vehicle Application | Labor Time |
|--|-----------------|---------------------|------------|
| Labor to be claimed at initial diagnosis | | | |
| Reprogram TCM and Perform Shudder Diagnosis – PASS (Shudder less than 250 RPM) (Closes FSA 15B22 if open) Includes performing the pinpoint test | 14M01H | 2012-2014MY FOCUS | 1.1 Hours |
| | | 2011-2014MY FIESTA | 1.1 Hours |
| Reprogram TCM and Perform Shudder Diagnosis – FAIL (Shudder greater than 250 RPM) (Closes FSA 15B22 if open) Includes performing the pinpoint test | 14M01L | 2012-2014MY FOCUS | 1.1 Hours |
| | | 2011-2014MY FIESTA | 1.1 Hours |
| Labor to be claimed during repairs | | | |
| Replace the Clutch <ul style="list-style-type: none"> • Includes post road test • May be claimed with 14M01L (if <u>not</u> previously claimed) | 14M01M | 2012-2014MY FOCUS | 5.0 Hours |
| | | 2011-2014MY FIESTA | 4.5 Hours |
| Replace the Clutch and Both Input Shaft Seals <ul style="list-style-type: none"> • Includes post road test • May be claimed with 14M01L (if <u>not</u> previously claimed) | 14M01N | 2012-2014MY FOCUS | 5.4 Hours |
| | | 2011-2014MY FIESTA | 4.9 Hours |
| Clean the Clutch and Replace Both Input Shaft Seals <ul style="list-style-type: none"> • Includes post road test • May be claimed with 14M01L (if <u>not</u> previously claimed) | 14M01P | 2012-2014MY FOCUS | 6.2 Hours |
| | | 2011-2014MY FIESTA | 5.7 Hours |
| Replace the Clutch after Cleaning This operation requires a Prior Approval Code and can only be claimed with Labor Operation 14M01P. Includes time for Prior Approval and post road test. | 14M01Q * | 2012-2014MY FOCUS | 5.4 Hours |
| | | 2011-2014MY FIESTA | 4.9 Hours |

* **NOTE:** U.S. Ford and Lincoln Dealerships need to obtain prior approval before proceeding with the installation of a new clutch after cleaning (Labor Operation 14M01Q). Refer to Technical Information Attachment III for the Prior Approval Process.

ATTACHMENT II

Page 2 of 4

Customer Satisfaction Program 14M01 – Supplement #5
 Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
 Equipped with a DPS6 Automatic Transmission
 Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

PARTS REQUIREMENTS / ORDERING INFORMATION**Seal Kits (Order per Application)**

| Part Number | Description Seal Kits Contain all Required Seals and Hardware to Complete the Repair | Order Quantity |
|---------------------------------|--|----------------|
| EV6Z-7052-C* or EV6Z-7052-A* | Focus Seal Kit (see page 4 of 4 for kit contents) | 1 |
| EV6Z-7052-D* or EV6Z-7052-B* | Fiesta Seal Kit (see page 4 of 4 for kit contents) | 1 |

* Either part number can be used for repairs.

Clutch Assembly (Order per Application)

| Part Number | Description | Order Quantity |
|--------------|--|------------------|
| BV6Z-7B546-F | Dual Clutch Assembly Kit <ul style="list-style-type: none"> • All Focus Vehicles • Fiesta Vehicles built on or after 1/13/2011 | 1 |
| AE8Z-7B546-E | Dual Clutch Assembly Kit for Fiesta built on or before 1/12/2011 | 1 |
| AE8Z-7007-A | Engine to Transaxle Separator Plate –1.6L Engines (Fiesta) | 1 (1.6L Only) |

Other Supplies

| Part Number | Motorcraft and Other Supplies | Quantity |
|--------------|--|------------------|
| XT-11-QDC | Motorcraft® Dual Clutch Transmission Fluid | Up to 1 Quart |
| PM-4-A | Motorcraft® Metal Brake Parts Cleaner (Up to 6 Cans Required) | Up to 6 Cans |
| BE8Z-6731-AB | Motorcraft® Oil Filter FL-910-S | 1 |
| 1S7Z-6840-AA | Oil Filter Cooler Adapter Gasket (Focus) | 1 |
| BE8Z-6L621-A | Oil Cooler Assembly Seal (Fiesta, if needed due to damage) | 1 |
| XO-5W20-QSP | Motorcraft® 5W20 Premium Synthetic Blend Motor Oil | Up to 1 Quart |
| XL-2 | Motorcraft® High Temperature Nickel Anti-Seize Lubricant | As Needed |
| F1FZ-7H183-A | Differential Seal Plugs (1 package of 2 seal plugs, can be used for multiple repairs) | As Needed |

ATTACHMENT II

Page 3 of 4

Customer Satisfaction Program 14M01 – Supplement #5
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

PARTS REQUIREMENTS / ORDERING INFORMATION (Continued)

The DOR/COR number for this program is 50549.

Order your parts requirements through normal order processing channels.

Questions regarding parts should be directed to the Special Service Support Center (1-800-325-5621) or E-mailed to: Ford@Renkim.com.

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION AND RETURN

Follow the provisions of the Warranty and Policy Manual, Section 1 "WARRANTY PARTS RETENTION AND RETURN POLICIES."

EXCESS STOCK RETURN

Excess stock returned for credit must have been purchased from Ford Customer Service Division in accordance with Policy Procedure Bulletin 4000.

ATTACHMENT II
Page 4 of 4

Customer Satisfaction Program 14M01 – Supplement #5
Certain 2011 through 2014 Model Year Fiesta and Focus Vehicles
Equipped with a DPS6 Automatic Transmission
Transmission Clutch Shudder / Transmission Input Shaft Seal Warranty Extension

SEAL KIT CONTENTS

| Focus Seal Kit (EV6Z-7052-C) | Kit Qty. | Part Number |
|--|-----------------|--------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A |
| Ball Joint Bolt | 2 | W715491-S442 |
| Ball Joint Nut | 2 | W520415-S442 |

| Fiesta Seal Kit (EV6Z-7052-D) | Kit Qty. | Part Number |
|--|-----------------|--------------------|
| Input Shaft Seal Inner | 1 | AE8Z-7052-D |
| Clutch-To-Hollow Input Shaft Snap Ring | 1 | AE8Z-7064-A |
| Input Shaft Seal Outer | 1 | AE8Z-7048-C |
| Clutch Snap Ring (Replace If Reusing Original Clutch) | 1 | AE8Z-7064-B |
| Transaxle Input Shaft/Spline Lubricant | 1 | 9U7Z-19A506-BA |
| Flexplate-To-Clutch Nut | 6 | W705448-S441 |
| Bearing Retainer Strap | 1 | YS4Z-3N324-AA |
| Bearing Retainer Strap Nut | 2 | W520102-S442 |
| Halfshaft Seal Kit | 2 | AE8Z-1S177-A |
| Exhaust Gasket | 1 | 2S6Z-9450-A |
| Exhaust Nut | 2 | W703662-S403 |
| Ball Joint Bolt | 2 | W709618-S442 |
| Ball Joint Nut | 2 | W520203-S442 |

SB-10053363-9399**ONLINE AUTOMOTIVE SERVICE INFORMATION SYSTEM
FOR MAY 2013**

32225 2013 Focus ST - Bang Noise Heard And/Or Bump Felt From Front Of Vehicle During Quick
1-2 And/Or 2-3 Shifts Under Moderate To Aggressive Acceleration

Some 2013 Focus ST vehicles may exhibit a bang noise heard and/or bump felt from front of vehicle during quick 1-2 and/or 2-3 shifts under moderate to aggressive acceleration. Engineering is currently investigating this condition through the quicker service fix (QSF) process. Until new parts are available, do not attempt repair. Monitor OASIS for updates.

32331 2012-2013 Focus - Various Drivability, Transmission Shift/Engagement Concerns and/or DTC-s - Service Tip

Some 2012-2013 Focus vehicles may exhibit engine start concerns no crank, no start, hard start, intermittent start, noise during start and/or various automatic transmission concerns in Drive or Reverse when shifting from Park including no engagement, delayed or intermittent engagement. With or without a powertrain diagnostic trouble codes (DTC) P06B8, P0805, P0809, P0850, P087A, P087E, P0884, P283A, P2831, P2832, P2835, P2836, P2837 May also set DTC P0700 without any accompanying fault codes. Prior to following normal diagnostics, first check G-104 for good body to ground contact. If ground eyelet can be rotated by hand, torque fastener to 12 Nm and verify eyelet cannot be rotated. If no issues are found, follow normal diagnostics

SB-10054371-1408**ONLINE AUTOMOTIVE SERVICE INFORMATION SYSTEM
FOR SEPTEMBER 2013**

44184 2011-2014 Fiesta 2012-2014 Focus - DPS6 Transmission Clutch Contamination - Effective
Cleaning Solvents

2011-2014 Fiesta 2012-2014 Focus vehicles equipped with the DPS6 Transmission following TSB 13-09-04 and have been diagnosed with transmission fluid leak on to the clutch assembly may be cleaned effectively using Metal parts cleaner that contains 60% Acetone or a minimum of 60% Heptane such as PM-4-A or CM-4-A. Please refer to specific Material Safety Data Sheet (MSDS) for details on equivalent products.

SB-10054875-7165**ONLINE AUTOMOTIVE SERVICE INFORMATION
FOR OCTOBER 2013**

44209 2011-2014 Fiesta / 2012-2014 Focus - Transmission Over Heat Message

Some 2011-2014 Fiesta and 2012-2014 Focus vehicles may display the transmission over heat message with any of the following Diagnostic Trouble codes (DTC) P0706, P0707, P0708, P2801, P2802, P2803, P2805, P0882, P0702, U0100, or U0294. These codes may cause an overheat message to display without the transmission overheating. Diagnose the codes prior to diagnosing the overheat message. Refer to the Work Shop Manual 307-01 for Focus and 2014 Fiesta Models and 307-11 for 2011-2013 Fiesta models.

SB-10054548-1292**ONLINE AUTOMOTIVE SERVICE INFORMATION SYSTEM
FOR NOVEMBER 2013**

44283

Some 2012-2013 Fiesta and Focus vehicles may exhibit a shift grinding/scraping noise on acceleration

Some 2012 - 2013 Fiesta and Focus vehicles may exhibit a grinding/scraping noise during cold ambient temperature at light acceleration or coast down between 50-20 MPH. The Workshop Manual has been updated in Section 307-01, Automatic Transmission, DIAGNOSIS AND TESTING Diagnosis By Symptom.

**ONLINE AUTOMOTIVE SERVICE INFORMATION SYSTEM
FOR AUGUST 2014**

10056777-1318

44679 2011-2015 Fiesta - Equipped With a DPS6 Transmission - Inaccurate APP1 PID Reading

2011-2015 Fiesta vehicles equipped with a DPS6 transmission may indicate an inaccurate reading while monitoring the APP1 PID from the Transmission Control Module when attempting to monitor for the required 30% acceleration rate outlined in Pinpoint Test N (2011-13), Pinpoint Test A (2014). For these vehicle applications, technicians should disregard the TCM APP1 PID reading and manually estimate a 30% part throttle position to reproduce the desired acceleration rate for this Pinpoint Test.

44852

2011-2015 Fiesta/2012-2014 Focus- DPS6 Transmission ... Do Not Expose Input Shaft Seals To Solvents

On 2011-2015 Fiesta/2012-2014 Focus vehicles equipped with a DPS6 transmission when using solvents to clean the DPS6 transmission bell housing and clutch. Be careful to avoid input shaft seal exposure to solvent. If any solvent contacts the input shaft seal, wipe the area dry immediately. After cleaning the clutch assembly, allow ample time for the assembly to dry before installation. The seal could have swelled and if not completely dry when installed, may result in damage to the seal.

ONLINE AUTOMOTIVE SERVICE INFORMATION SYSTEM
FOR SEPTEMBER 2014

SB-10057861-8466

44732 2014-2015 Focus and Fiesta Equipped With DPS6 Transmission - Dual Clutch Friction Material Requires 1000 Mile (1600K) Break-In Before Servicing

2014-2015 Focus and Fiesta Vehicles equipped with the DPS6 Transmission that have not completed the 1000 miles (1600K) required to properly break in the dual clutch friction material should not have the clutch assembly replaced for symptoms of light shudder unless a fluid leak has been verified. Engineering recommends performing the IDS Service Routine Transmission Adaptive Learning to reset the clutch travel please follow the procedure located in the Work Shop Manual (WSM) 307-01.

ONLINE AUTOMOTIVE SERVICE INFORMATION SYSTEM
FOR SEPTEMBER 2014

SB-10057868-9122

44734 2014 Focus - Diagnostic Trouble Code P073E Or P073F

Some 2014 Focus vehicles may have experienced a slight bump or jerk felt while driving followed by the illumination of the transmission malfunction lamp and only the Diagnostic Trouble Code (DTC) of P073E or P073F present or stored in memory with no transmission issues. Vehicles can have the DTC cleared and perform the transmission adaptive learning procedure found in the Work Shop Manual section (WSM) 307-01. DPS6 Engineering will be releasing a new calibration for this DTC issue. Always follow normal WSM direction if DTC returns or if there are any accompanying DTC's. Please monitor OASIS for future updates

This is Exhibit "7" referred to in the affidavit of GLENN BEANDYS sworn before me, this 13th

day of April, 2017

[Signature]
A commissioner for taking affidavits



CG1J 19G218 AA

Mai 2011
Deuxième impression
Guide de garantie
Imprimé aux E.-U.
ford.ca

Guide de garantie Assistance dépannage



Voitures et camionnettes Ford
(à l'exclusion des modèles F-650 et F-750)
Année-modèle 2012

Ford Cars and Trucks
(except F-650/F-750)
2012 Model Year



Warranty Guide Roadside Assistance

May 2011
Second Printing
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YOUR SATISFACTION IS OUR PRIORITY**Dear New Vehicle Owner,**

It is with great pleasure that we welcome you to the Ford family. We want you to enjoy all the benefits of owning your new Ford vehicle, and look forward to building a relationship with you over the years ahead.

At Ford Motor Company of Canada, Limited, we believe that to be the leading consumer automotive company, we must be absolutely committed to your total satisfaction. This belief guides the way we build our vehicles, and the way we service them for years to come. Our Ford dealers are dedicated to reaching the highest standards in customer service and technical expertise, and they use Ford-approved parts.

To help maintain the new vehicle characteristics of your Ford vehicle, we encourage you to read through this Warranty Guide and follow its recommendations. This Guide contains:

- Your Ford New Vehicle Limited Warranty
- Your vehicle's Roadside Assistance package

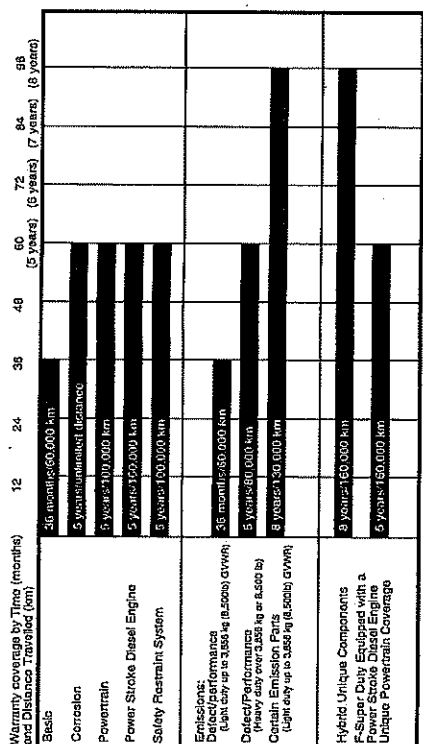
Ford of Canada and our dealerships look forward to being at your service. We wish you peace-of-mind throughout your ownership experience. Happy Motoring!

Ford Motor Company of Canada, Limited
The Canadian Road
Oakville, Ontario
L6L 5E4

www.ford.ca
1-800-565-9673

WARRANTY INFORMATION

Warranty Coverage At-A-Glance



This chart shows general information only. Please refer to the Warranty section in this Warranty Guide for detailed information.

WARRANTY INFORMATION

Your Ford New Vehicle Limited Warranty

Ford Motor Company of Canada, Limited (Ford of Canada) warrants that its authorized dealers will repair, replace or adjust those parts on Ford cars and light trucks, that are found to be defective in materials or workmanship made or supplied by Ford for the coverage periods described in the Warranty Information section of this Warranty Guide.

Who is Authorized to Do Warranty Repairs?

You must take your vehicle to an authorized Ford or Ford Lincoln dealer for warranty repairs. While any Ford or Ford Lincoln dealership handling your vehicle line will provide warranty service, we recommend you return to your selling dealer who wants to ensure your continued satisfaction.

Please note that certain warranty repairs require special training and/or equipment, so not all dealers are authorized to perform all warranty repairs. This means that, depending on the warranty repair needed, you may have to take your vehicle to another dealer. In certain instances, Ford may authorize that your vehicle be repaired at a repair centre other than a Ford or Ford Lincoln dealer facility.

A reasonable time must be allowed to perform a repair after taking your vehicle to the dealership. Repairs will be made using Ford or Motorcraft Parts, or remanufactured or other parts that are authorized by Ford.

Who Pays for Warranty Repairs?

Ford of Canada covers the cost of warranty repairs performed under the New Vehicle Limited Warranty Coverage during the "time and distance travelled" limits of the New Vehicle Limited Warranty.

Parts (excluding tires) replaced under the New Vehicle Limited Warranty receive the greater of: (i) a 3 month or 5,000 km (whichever occurs first) warranty or (ii) the balance of the New Vehicle Limited Warranty, and such warranty shall be subject to the terms and conditions of the New Vehicle Limited Warranty.

NOTE: Tires replaced under the New Vehicle Limited Warranty receive the balance of the Basic Coverage only. See *The Warranty* (page 10) for details.

Federal or provincial governments may require an environmental or disposal tax (levy) on all or a portion of a warranty repair, in which case this tax (levy) must be paid by you, the owner of the vehicle.

When Does the Warranty Begin?

The warranty begins on the original retail delivery date, or on the date of first use (whichever occurs first). This is the "original warranty start date".

WARRANTY INFORMATION**WHAT IS COVERED?****Basic Coverage**

Under your New Vehicle Limited Warranty, Basic Coverage begins at the original warranty start date and lasts for 36 months or 60,000 km (whichever occurs first). The complete vehicle is covered under this Basic Coverage, except components listed under the following warranties in this Warranty Guide, and those items listed under "What is Not Covered Under this New Vehicle Limited Warranty?" on page 11.

Hybrid Unique Component Coverage

Under your New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied material or workmanship for 8 years or 160,000 km (whichever occurs first) from the original warranty start date:

- High voltage battery
- DC/DC Converter
- Electronically controlled continuously variable transmission

In addition, the high-voltage battery connector, fan assembly, thermistor probe, Hybrid Battery Pack Sensor Module (HBPSM), and Battery Energy Control Module (BECM) are covered for the Fusion Hybrid only.

Ford Roadside Assistance 1-800-665-2006

Your vehicle is eligible, within Canada or the continental United States, for the Ford Roadside Assistance Program. This Program is separate from the New Vehicle Limited Warranty, but the coverage is concurrent with the 5 years or 100,000 km (whichever occurs first) Powertrain Coverage period.

Towing required because of a warrantable failure beyond the 5 years or 100,000 km (whichever occurs first) Powertrain Coverage is covered under any remaining applicable New Vehicle Limited Warranty coverage.

Please refer to the Ford Roadside Assistance section of this Warranty Guide for complete details (page 20).

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the original warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials and workmanship. The length of the coverage depends on the type of corrosion damage:

- If corrosion causes perforations (holes) in the body sheet metal panels, the coverage extends for 5 years/unlimited distance.
- If corrosion does not cause perforations (holes), and is not the result of vehicle usage and/or airborne materials, the Corrosion Coverage is 36 months or 60,000 km (whichever occurs first).

WARRANTY INFORMATION

If your vehicle is damaged due to airborne materials (environmental fallout) where there is no defect in factory-supplied materials or workmanship and therefore no applicable Ford of Canada warranty, Ford of Canada will still cover paint damage due to airborne materials (environmental fallout) for 12 months or 20,000 km (whichever occurs first). See "Damage Caused by Use and/or the Environment", page 12.

Powertrain Coverage

Under the New Vehicle Limited Warranty, the Powertrain Warranty Coverage covers certain components against defects in factory-supplied materials or workmanship for 5 years or 100,000 km (whichever occurs first) from the original warranty start date. (F-Super Duty equipped with a 6.7L diesel engine has a Unique Powertrain Coverage that extends beyond the 5 years or 100,000 km (whichever occurs first) Powertrain Coverage, see details below). The covered components listed under the Powertrain Warranty are:

Engine - All internal lubricated parts; cylinder block; cylinder heads; electrical fuel pump; electronic engine control unit; engine mounts; flywheel; injection pump; manifold (intake and exhaust); manifold belts; oil pan; oil pump; seals and gaskets; thermostat; thermostat housing; timing chain cover; timing chain gears and belts; turbocharger/supercharger unit; valve covers; water pump.

Transmission - All internal parts; clutch cover; seals and gaskets; torque converter; transfer case (including internal parts); transmission case; transmission mounts.

Front-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive shafts; final drive housing (including all internal parts); hubs-automatic front locking (four-wheel drive); locking rings (four-wheel drive); seals and gaskets; constant velocity and universal joints.

Rear-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive axle housing and all internal parts; drive shaft; propeller shafts; retainers; supports; seals and gaskets; universal and constant velocity joints.

F-Super Duty Equipped with a 6.7L Diesel Engine Unique Powertrain Coverage

Under the New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied materials or workmanship for 5 years or 160,000 km (whichever occurs first) from the original warranty start date.

Transmission - All internal parts; clutch cover; seals and gaskets; torque converter; transfer case (including internal parts); transmission case; transmission mounts.

Four-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive shafts; hubs-automatic front locking; locking rings; seals and gaskets; constant velocity and universal joints.

Rear-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive axle housing and all internal parts; drive shaft; propeller shafts; retainers; supports; seals and gaskets; universal and constant velocity joints.

WARRANTY INFORMATION

6.7L Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain Direct Injection Diesel Engine components against defects in factory-supplied materials or workmanship for 5 years or 160,000 km (whichever occurs first) from the original warranty start date.

Covered components: cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank, and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, engine mount exhaust gas temperature (EGT) sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. See page 8 for more information.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, safety belts and air bag Supplemental Restraint Systems (SRS) are covered against defects in factory-supplied materials or workmanship. Safety Restraint System Coverage begins on the original warranty start date and lasts for 5 years or 160,000 km (whichever occurs first).

Emissions Control Systems Coverage

The Emissions Control System is covered by two warranties: the Emissions Defects Warranty and the Emissions Performance Warranty.

Emissions Defects Warranty Coverage

Under the Emissions Defects Warranty, Ford provides coverage from the original warranty start date for emissions related defects for 36 months or 60,000 km (whichever occurs first) for passenger cars and light duty trucks (applies to vehicles up to 3,856 kg (8,500 lb) GVWR); or 5 years or 80,000 km (whichever occurs first) for heavy duty vehicles over 3,856 kg (8,500 lb) GVWR up to 8,845 kg (19,500 lb) GVWR. During this coverage period, Ford warrants that:

- Your vehicle or engine is designed, built and equipped to meet the applicable emissions standards prescribed by law at the time it was sold.
- Your vehicle or engine is free from defects in factory-supplied materials and/or workmanship that could prevent it from conforming to those applicable emissions standards.

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WARRANTY INFORMATION

- You will not be charged for repair, replacement or adjustment of defective emissions-related parts listed under "Parts Covered by the Emissions Defect and Performance Warranties" on page 8.

Emissions Performance Warranty Coverage

Under the Emissions Performance Warranty Coverage, Ford will repair, replace or adjust -- with no charge for labour, diagnosis, or parts -- any emissions control device or system:

- if you have maintained and operated your vehicle according to the instructions on proper care in this Warranty Guide and your Owner's Guide;
- if your vehicle fails to conform during the warranty coverage period of 36 months or 60,000 km (whichever occurs first) for passenger cars and light duty trucks (applies to vehicles up to 3,856 kg (8,500 lb) GVWR), or 5 years or 80,000 km (whichever occurs first) for heavy duty vehicles over 3,856 kg (8,500 lb) GVWR up to 8,845 kg (19,500 lb) GVWR, to the applicable emissions standards;
- if you are subject to a penalty or sanction under local, provincial, or federal law because your vehicle has failed to conform to the applicable Emissions Standards (a penalty or sanction can include being denied the right to use your vehicle); and
- if your vehicle has not been tampered with, misused, or abused.

Parts Covered by the Emissions Defect and Performance Warranties

Air Flow Sensor; Air/Fuel Feedback Control System and Sensors; Air Induction System; Catalytic Converter (including Selective Catalytic Reduction and Diesel Oxidation Catalysts); Cold Start Enrichment System (diesel only); Controls for Deceleration (diesel only); Diesel Exhaust Fluid System; Diesel Particulate Filter; Electronic Engine Control Sensors and Switches; Electronic Engine Control Unit (ECU)*; Electronic Ignition System (diesel only); Evaporative Emissions Control System; Exhaust Gas Recirculation (EGR) System; Exhaust Heat Control Valve; Exhaust Manifold; Exhaust Mounted Exhaust Gas Temperature (EGT) Sensor; Exhaust Pipe (Manifold to Catalyst); Fuel Filter Cap and Neck Restrictor (non diesel only); Fuel Injection System; Fuel Injector Supply Manifold; Fuel Tank (non diesel only); Fuel Tank Pressure Control Valve; Idle Air Bypass Valve; Ignition Coil and/or Control Module; Intake Manifold; Intercooler Assembly - Engine Charger (diesel and 2.0 Liter EcoBoost engine only); Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System; PCV System and Oil Filter Cap; Secondary Air Injection System; Spark Control Components; Spark Plugs and Ignition Wires; Synchronizer Assembly; Thermostat; Throttle Body Assembly (TBF); Transmission Control Module (TCM) and solenoids; Turbocharger Assembly; Vacuum Distribution System.

* Includes hardware and emissions related software changes only

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WARRANTY INFORMATION

Additional Parts Covered by the Emissions Warranty

Also covered by the two Emissions Warranties are all emissions related bolts, hoses, clamps, brackets, tubes, gaskets, seals, connectors, gasoline fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Parts that should be replaced as per Ford's Scheduled Maintenance Services are covered against defects in materials or workmanship made or supplied by Ford until the earlier of:

- A. The first replacement time that is specified in your Owner's Guide; or
- B. The "time and distance travelled" limits of the Defect and Performance Warranties (whichever occurs first)

There may be additional coverage for these parts through the Powertrain Coverage or Diesel Engine Coverage. In any case, the warranty with the broadest coverage applies.

Your Ford or Ford Lincoln dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

Emissions Defect/Performance Warranty:

Additional Parts Covered

Ford also provides the following coverages for emissions related defects for the parts listed below including labour and diagnosis.

Passenger cars and light duty trucks (applies to vehicles up to 3,856 kg (8,500 lb) GVWR): 8 years or 130,000 km (whichever occurs first) from the original warranty start date: Catalytic Converter, Electronic Emission Control Unit (ECU), Transmission Control Module (TCM), and any other On-Board Emissions Diagnostic Module.

Tire Warranty

Two separate warranties apply to the tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory-supplied materials or workmanship until the earlier of: (i) expiration of the Basic Coverage period of 36 months or 60,000 km (whichever occurs first); or (ii) until the tire requires normal replacement, for 100% of labour costs and on a pro rata adjustment basis for parts (see the Reimbursement Schedule below). Defective tires will be replaced on a pro rata adjustment basis according to the following kilometre-based Reimbursement Schedule:

| Vehicle Distance Travelled | Percent of Parts Covered by Ford |
|----------------------------|----------------------------------|
| 1-20,000 km | 100% |
| 20,001-40,000 km | 60% |
| 40,001-60,000 km | 30% |

WARRANTY INFORMATION

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Basic Coverage terms or period. You will find the manufacturer's tire warranty with the owner literature supplied with your new vehicle.

Tire replacements under the New Vehicle Limited Warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model even if still available. Normal tire wear or damage is not reimbursable. See page 15 for details of what is not covered.

Unique Warranty Coverage for Specified Components

Brake lining*, clutch disc*, windshields, wheel balance and alignment are covered against defects in factory-supplied materials or workmanship for 12 months or 20,000 km (whichever occurs first) from the original warranty start date. * Refer to page 13 for additional coverage information.

Wiper blades are covered against defects in factory-supplied materials or workmanship for 6 months unlimited distance travelled from the original warranty start date. Refer to page 13 for additional coverage information.

Genuine Ford Accessories Coverage

Ford of Canada warrants that its authorized dealers will repair or replace any Genuine Ford Accessory that is properly installed by the authorized dealer that sold the accessory and found to be defective in factory-supplied materials or workmanship during the warranty period noted below, as well as any component damaged by the defective accessory. The accessory will be warranted for the greater of the following:

- 12 months or 20,000 km (whichever occurs first); or
- The remainder of your Basic Coverage period.

This means that Genuine Ford Accessories purchased along with your new vehicle and installed by the dealer are covered for the full length of your Basic Coverage period – 36 months or 60,000 km (whichever occurs first).

What is Not Covered Under this New Vehicle Limited Warranty?

Damage Caused by Accident, Misuse or Alteration

Examples of items not covered are:

- Accident collision, fire, theft, freezing, vandalism, riot, floods, explosion, dismantling, or objects striking the vehicle (including driving through a car wash)
- Misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- Alterations, modifications or reconstruction of the vehicle, including the body, chassis, or any other component after the vehicle leaves the control of Ford of Canada

WARRANTY INFORMATION

- Alterations or modifications to allow the use of alternate fuels after the vehicle leaves the control of Ford of Canada
- Rebuilding the vehicle after it has suffered such extensive collision damage in an accident that it was junked, written-off or deemed to be written-off, even if the rebuilt vehicle uses undamaged parts and components from the written-off vehicle
- Tampering with the vehicle, including tampering with the emissions systems or with other parts that affect these systems (for example, exhaust and intake systems)
- Contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine or battery
- Non-Ford parts installed after the vehicle leaves Ford of Canada's control and causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, remote starting systems and performance enhancing powertrain components
- Improper vehicle storage (refer to your Owner's Guide for required storage procedures necessary to protect the high-voltage battery)

NOTE: Warranty coverage will be invalidated on parts affected by such damage.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration, fading, discoloration and other appearance matters that result from use and/or exposure to the elements.

Examples are:

- Stone Chips and Scratches (e.g. on paint and glass)
- Dings/Dents
- Lightning and Hail
- Earthquake
- Cuts, Burns, Punctures or Tears
- Bird and Bee Droppings
- Road Salt and Tree Sap
- Windstorm
- Water or Flood

WARRANTY INFORMATION**Damage Caused by Improper Maintenance**

The New Vehicle Limited Warranty does not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids.

In fact, failure to perform maintenance as specified in your Owner's Guide will invalidate warranty coverage on parts affected by improper maintenance.

Please consult your Owner's Guide for correct fluid specifications and levels, and read the Scheduled Maintenance section in your Owner's Guide, for instructions on proper maintenance of your vehicle.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover parts and labour needed to maintain your vehicle and replacement of parts due to normal wear and tear (except for items listed under Some Maintenance and Wear Items Have Limited Coverage). You, as the owner, are responsible for those items. Here are examples:

- Oil Changes
- Cleaning/Polishing
- Engine Tune-ups
- Oil/Air Filters
- Tire Rotations
- Oils, Lubricants, Other Fluids

Parts that should be replaced as per Ford's Scheduled Maintenance Services are covered against defects in materials or workmanship made or supplied by Ford until the earlier of:

- A. The first replacement time that is specified in your Owner's Guide; or
- B. The "time and distance travelled" limits of the New Vehicle Limited Warranty (whichever occurs first).

Some Maintenance and Wear Items Have Limited Coverage

Ford of Canada dealers will replace the following maintenance and wear items for 12 months or 20,000 km (whichever occurs first) from the original warranty start date, if required due to failure caused by normal wear and tear:

- Brake pads and linings
- Clutch disc

Ford of Canada dealers will replace the wiper blades for 6 months unlimited distance from the original warranty start date, if required due to failure caused by normal wear and tear.

WARRANTY INFORMATION**Other Items/Conditions Not Covered by this Warranty**

Examples of other items that are not covered are:

- Non-Ford parts of your vehicle including Non-Ford parts that are installed by body builders or manufacturers other than Ford; or damage to Ford components caused by installation of non-Ford parts
- Disconnecting or altering the odometer, or where the actual distance travelled cannot be determined due to the odometer being inoperative for an extended period of time (this will void the New Vehicle Limited Warranty)
- Vehicles currently or previously titled as "dismantled", "fire", "flood", "junk", "reconstructed", "totaled", or "salvaged" (this will void the New Vehicle Limited Warranty)
- Vehicles determined to be a "total loss" by an insurance company (this will void the New Vehicle Limited Warranty)
- Converted ambulances that are not equipped with the Ford Ambulance Prep Package*
- High-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Guide for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time
- Ford Authorized Parts replaced other than under this New Vehicle Limited Warranty or pursuant to a Ford Customer Satisfaction Program or Ford Recall are not eligible for the balance of the New Vehicle Limited Warranty, however they may carry their own warranty (see your dealer for more information).

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs or replacement under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modifications
 - computer or internet viruses, bugs, worms, Trojan Horses, concealbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function of a cellular phone or digital media device (e.g., inadequate signal reception by the external antenna, viruses or other software problems)

WARRANTY INFORMATION***Important Information on Ambulance Conversions:****Ambulance Conversions**

Ford vehicles are suitable for producing ambulances only if equipped with the Ford Ambulance Prep Package. In addition, Ford urges ambulance manufacturers to follow the recommendations of the "Ford Incomplete Vehicle Manual" and the "Ford Truck Body Builder's Layout Book" (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance voids the Ford New Vehicle Limited Warranty and may void the Emissions Control Systems Coverage under this warranty. Vehicles used as ambulances without the Ford Ambulance Prep Package could experience elevated underbody temperature, fuel overpressurization and the risk of fuel expulsion and fires. Whether the vehicle is equipped with the Ford Ambulance Prep Package may be determined by inspecting the information plate on the driver's rear door pillar. Whether the ambulance manufacturer has followed Ford's recommendations can be determined by contacting your vehicle's ambulance manufacturer.

What is Not Covered Under the Tire Warranty?

Normal wear and/or worn-out tires are not covered by the New Vehicle Limited Warranty.

Other examples of items not covered are:

- Road hazard damage including cuts, snags, bruises, bulges and impact breaks (due to potholes and curbs or other road hazards).
- Damage caused by a puncture or tire repair.
- Damage from improper inflation or alignment, tire chains, racing, spinning (e.g. when stuck in snow or mud), and improper mounting or dismounting.
- Tire vibration or ride harshness is not covered beyond 12 months or 20,000 km (whichever occurs first) unless caused by a defect in factory supplied materials or workmanship
- Tires replaced other than pursuant to the New Vehicle Limited Warranty Tire Warranty are not eligible for the balance of the Tire Warranty, however they may carry their own warranty (see your dealer or the tire manufacturer for more information).

What is Not Covered Under the Emissions Warranties?

Ford will deny you warranty coverage if your vehicle or part has failed because you:

- Abused or neglected it
- Did not maintain it properly
- Added unapproved modifications
- Used improper fuel/fluids
- Experienced any item included in "What is Not Covered Under this New Vehicle Limited Warranty?"

WARRANTY INFORMATION

New Vehicle Warranty Limitations

The foregoing coverage described in the New Vehicle Limited Warranty are the only express warranties on the part of Ford of Canada and the selling dealer. You may have other rights which may vary by province.

In the province of Québec, none of the following limitations and exclusions will exclude or restrict the warranty provided for in Section 37 or 38 of the Québec Consumer Protection Act.

The foregoing express warranties are in substitution for and exclude all other liabilities of any kind whether arising under statute, in tort, by implication of law or otherwise including, to the full extent as may be allowed by law, liability for any other representations respecting the vehicle, statutory warranties or implied warranties or conditions as to its merchantability or fitness.

Any implied warranty or condition as to merchantability or fitness is limited to the applicable warranty duration period as specified herein.

In no event shall Ford of Canada or the selling dealer be liable for the loss of or damage to the vehicle or its parts, loss of use of the vehicle, loss of time, inconvenience, commercial loss, or special consequential or other damages, or on any other claims relating to or arising from any defect in factory materials or workmanship found except as provided for herein.

The above provisions do not preclude the operation of any applicable provincial statute which in certain circumstances may not allow some of the limitations and exclusions described in these warranty coverages.

In the province of Saskatchewan the duration of the applicable statutory warranties of that province shall be concurrent with and not consecutive to the duration of the foregoing coverage of this Ford of Canada New Vehicle Limited Warranty.

Inspect Your New Vehicle Carefully

Defects or damage to paint, sheet metal or other appearance items may occur during assembly or when the vehicle is in transit to the dealer. Normally, these defects are noted and corrected at the factory or by your dealer during new vehicle inspection. Paint, sheet metal or appearance defects present at the time your vehicle is delivered to you are covered by this warranty. For your protection, we suggest that if you do find any such defects, you notify your dealer within one week of the vehicle's delivery to you, as normal deterioration due to use and exposure is not covered by this warranty.

Defects vs. Damage

Please note the distinction between "defects" and "damage" as used in the warranty. Defects are covered because we, the manufacturer, are responsible. This includes defects in Ford-supplied parts used in making warranty repairs as well as in the original parts of the vehicle. On the other hand, we have no control over damage caused by such things as modifications, collision, misuse and lack of maintenance. Therefore, **damage is not covered under this warranty.**

WARRANTY INFORMATION

Take Care of Your Vehicle and It Will Take Care of You!

Proper maintenance protects you from major repair expense resulting from neglect or inadequate maintenance, and it may even help increase the resale value of your vehicle.

Your dealership has factory-trained technicians who can perform the required maintenance using Ford-approved parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Scheduled Maintenance section in your Owner's Guide will invalidate warranty coverage on parts affected by improper maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and have the dealer complete the Scheduled Maintenance Validation Record.

Does the New Vehicle Limited Warranty Apply to Your Vehicle?

Warranty Applies

The New Vehicle Limited Warranty described in this booklet applies to your vehicle if:

- It was originally sold or leased by a Ford of Canada dealer; and
- Is registered/licensed and operated in Canada or the United States.

Warranty Does Not Apply

The New Vehicle Limited Warranty described in this booklet will be void if the vehicle originally purchased in Canada, at any time:

- Is registered/licensed for use in countries other than Canada or the United States.

Taking Your Vehicle on a Trip?

If you travel with this vehicle outside of Canada or the United States, you may have to pay a servicing Ford dealer in a foreign country for a repair that could be covered under this New Vehicle Limited Warranty. If this occurs, you should present the paid repair order/invoice to a Ford of Canada dealer for refund consideration.

If You Are a Subsequent Ford Owner...

If you are a subsequent Ford owner and the New Vehicle Limited Warranty has not yet expired, you are entitled to the unexpired portion of the warranty. Please send us the completed Owner Information Change Card found at the centre of this Warranty Guide (postage paid).

The benefits of the Ford Roadside Assistance Program are transferred (within the Powertrain Coverage period of 5 years or 100,000 km -- whichever occurs first), at no charge to you.

WARRANTY INFORMATION**Need Assistance? We're Here to Help You...**

Your satisfaction is important to Ford of Canada and to your dealer. Normally, matters concerning your vehicle will be resolved by your dealer's sales or service department.

Ford recommends that you do the following:

Talk with your dealer's sales manager or service manager. If the matter is not resolved to your satisfaction, consider discussing the matter with the owner or general manager of the dealership. If you still feel your concern was not fully addressed or you did not understand the explanations given for your questions, contact Ford of Canada's Customer Relationship Centre at (toll free) 1-800-565-3673 (FORD) or through our web site at www.ford.ca.

The Centre's address is as follows:

Customer Relationship Centre
Ford Motor Company of Canada Limited
The Canadian Road
PO Box 2000
Oakville, Ontario, Canada
L6J 5E4

Mediation/Arbitration Program (for Canada only)

If you feel that the efforts by Ford and the dealer to resolve a factory-related vehicle service concern have been unsatisfactory, Ford of Canada participates in an impartial third-party mediation/arbitration program administered by the *Canadian Motor Vehicle Arbitration Plan (CAMVAP)*.

The CAMVAP program is a straightforward and relatively speedy alternative to resolve a disagreement when all other efforts to produce a settlement have failed. This procedure is without cost to you and is designed to eliminate the need for lengthy and expensive legal proceedings.

In the CAMVAP program, impartial third-party arbitrators conduct hearings at mutually convenient times and places in an informal environment. These impartial arbitrators review the positions of the parties, make decisions and, where appropriate, render awards to resolve disputes. CAMVAP decisions are fast, fair and final as the arbitrator's award is binding on both you and Ford of Canada.

The CAMVAP services are available in all Canadian territories and provinces. For more information, charge or obligation, call your CAMVAP provincial administrator directly at 1-800-207-8685 or visit www.camvap.ca.

IMPORTANT OWNER INFORMATION**Log on to www.ford.ca**

The Ford of Canada web site contains information for you, the new vehicle owner. On www.ford.ca you can download printed material, contact us via e-mail, locate your nearest dealer, and so much more! These are just some of the ways www.ford.ca can be a great resource tool for you.

FORD ROADSIDE ASSISTANCE**Ford Roadside Assistance — For Your Peace-of-Mind**

Our primary focus in providing this important benefit is to help ensure your safety, pleasure and convenience during the operation of your Ford car or light truck.

Wherever you may be in Canada or the continental United States, our Roadside Assistance Representatives will be there to ensure you receive quick and efficient service 24 hours a day, 365 days a year. Just call 1-800-665-2006.

Membership in the Ford Roadside Assistance

Ford Roadside Assistance covers all Ford cars and light trucks. Service will be provided to the driver of the registered Ford vehicle.

Remaining Ford Roadside Assistance benefits are transferable to subsequent owners of your vehicle at no cost (within the 5 years or 100,000 km coverage period, whichever occurs first). Please complete the Owner Information Change Card found at the centre of this Guide (postage paid).

Ford Roadside Assistance Card for Your Wallet

For your convenience, please carry your Ford Roadside Assistance Card with you at all times for those unexpected instances when you may require our services. Please ensure you print your name and Vehicle Identification Number (VIN) on your cards when you take delivery of your vehicle. (See centre inserts.) The 17 digit VNR is stamped on the front of the driver's side dash.

Ford Roadside Assistance Has You Covered

Although this program is separate from the New Vehicle Limited Warranty and ESP (Extended Service Plan), coverage is concurrent with both the 5 years or 100,000 km (whichever occurs first) Powertrain Coverage and any additional terms/kilometres covered under your ESP agreement.

All coverage is limited to vehicles using publicly maintained roads (excludes off-road use, logging roads, etc.) and adjacent sites, and any other locations, which in the discretion of the service provider constitutes a publicly travelled thoroughfare.

Please note that the Ford Roadside Assistance is a complimentary service. In the event that your new vehicle limited warranty is voided in whole or in part, your Roadside Assistance coverage may be limited and/or terminated by Ford of Canada without notice. Ford of Canada may terminate your Ford Roadside Assistance coverage at any time for any reason. There is no refund available to you in the event of termination.

Towing and Road Service Reimbursement

If your vehicle is stranded and requires towing and/or battery boosting simply call Ford Roadside Assistance toll-free within Canada or the continental United States at 1-800-665-2006 and assistance will be dispatched.

At the time you call, you will be asked to provide your name, Vehicle Identification Number, the exact location of your vehicle and a telephone number where you can be reached.

In the event that you use a service other than Ford Roadside Assistance, we may reimburse you up to a maximum of \$75.00 per disablement. (See page 22 for claiming instructions.)

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FORD ROADSIDE ASSISTANCE**General Information on Roadside Assistance Services****Covered Services**

- Battery boost
- Towing of your disabled vehicle to the nearest Ford or Ford Lincoln dealership (one tow per disablement)

Items Excluded from Coverage

- Parts, tire repairs, rental of towing equipment, storage fees, or any labour performed at a garage or service station
- Any form of impound towing by other than a licensed service station or garage
- Assistance from private citizens
- Ford Roadside Assistance coverage is not a warranty, but a service provided to you by Ford to minimize any unforeseen vehicle operation inconvenience. All service operators providing service are independent contractors and are not employees of Ford. Therefore, Ford Roadside Assistance does not assume any liability for any loss or damage to your vehicle or your personal property resulting from the rendering of such service.
- Any loss or damage is the sole responsibility of the servicing facility and should be reported to the proprietor of the facility and your own insurance company within 24 hours and prior to any repairs being carried out.

Emergency Travel Expense Reimbursement

Should your vehicle become disabled due to a mechanical breakdown while you are more than 160 km from your residence address, we may reimburse you up to \$500 (in total), for the following reasonable emergency expenses.

Covered Expenses

- Local lodging and meals
- Vehicle rentals from bona fide rental agencies (excludes gas expense)
- Commercial transportation to your destination, and return trip after repairs are completed

Coverage period is the lesser of: date of vehicle disablement up to three (3) days in total, or the time at which your vehicle is repaired.

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FORD ROADSIDE ASSISTANCE**If You Need to Submit a Claim**

We've enclosed a claim form in this Warranty Guide to be completed for emergency road and tow service reimbursement, or emergency travel expense reimbursement. File your claim no more than twenty (20) days after the occurrence.

Send to:

Ford Roadside Assistance
P.O. Box 190, Richmond Hill, ON L4B 4R5

Complete the Customer Claim Form. Please include all original receipts and details of the event. This will facilitate prompt handling and reimbursement of your claim.

To acquire additional forms, please contact your Ford of Canada selling dealer or visit our web site at www.ford.ca.

Ford of Canada reserves the right to amend or cancel The Ford Roadside Assistance Program at any time without incurring any liability.

FORD ROADSIDE ASSISTANCE CUSTOMER CLAIM FORM

1. PAYEE INFORMATION

First Name

Last Name

Street

Apt. No.

City

Province

Postal Code

Residence Phone

Business Phone

E-mail Address: _____

2. VEHICLE IDENTIFICATION NUMBER

3. YOU MUST INCLUDE THE FOLLOWING DOCUMENTS FOR CLAIM PROCESSING

- Paid receipts for reasonable covered expenses incurred within 3 days of disablement.
- For disablement due to failure of components covered by your warranty coverage, a copy of the repair or work order.
- Please allow 3-4 weeks for processing.
- PLEASE INCLUDE paid receipts validated by the roadside service establishment and which clearly detail the nature of the service provided.

• IMPORTANT:

- Please refer to the Ford Roadside Assistance section of your Warranty Guide for details of Roadside Assistance Coverage.
- Submit all claims, fully documented, **within 20 days** of disablement.
- Please retain a copy of all receipts and send original documentation.

4. "I have completed this form and certify that the information provided is complete and accurate."

Signature of Owner _____

Date _____

5. Sign and mail this complete form with receipts to:

Ford Roadside Assistance, P.O. Box 190, Richmond Hill, ON L4B 4R5

Ford of Canada collects information that you provide (i.e. contact, vehicle information, demographics, and relating to your purchase or service), transaction information from your dealer, and information about your finance or lease contract from Ford Credit. This information is used to administer your purchase or lease, improve our products and services, and provide you with services, surveys or marketing material. For these purposes, we share your information with Ford Credit, your dealer(s) or the dealer who has responsibility for the market area in which you reside and we may use service providers outside Canada such as data processing, hosting, and call campaign services. **If you do not want to receive marketing material from us or have your personal information shared as set out above, to obtain information about our Privacy Policy including our service provider practices or to access your personal information, please call a Customer Service Representative at 1-800-565-FORD (3673).**

Ford Canada recueille des renseignements sur la transaction auprès de votre concessionnaire ainsi que des renseignements sur votre financement ou location auprès de Ford Credit. Ces renseignements sont utilisés pour administrer votre contrat d'achat ou de location, améliorer nos produits et services et vous proposer des services, des sondages ou du matériel publicitaire. Pour ces raisons, nous partageons les renseignements vous concernant avec Credit Ford, votre concessionnaire ou le concessionnaire responsable de la région dans laquelle vous résidez et nous pouvons recourir à des fournisseurs de services à l'extérieur du Canada pour le traitement des données. Nous partageons également des données de campagnes téléphoniques. Si vous ne voulez pas recevoir de matériel publicitaire de nous, si vous ne souhaitez pas vos renseignements personnels être partagés, comme énoncé ci-dessus, si vous désirez obtenir des renseignements sur notre politique de confidentialité, y compris sur les pratiques de nos fournisseurs de services, ou si vous voulez avoir accès à vos renseignements personnels, veuillez communiquer avec un représentant du service à la clientèle au 1-800-565-FORD (3673).

Ford of Canada collects information that you provide (i.e. contact, vehicle information, demographics, and relating to your purchase or service), transaction information from your dealer, and information about your finance or lease contract from Ford Credit. This information is used to administer your purchase or lease, improve our products and services, and provide you with services, surveys or marketing material. For these purposes, we share your information with Ford Credit, your dealer(s) or the dealer who has responsibility for the market area in which you reside and we may use service providers outside Canada such as data processing, hosting, and call campaign services. **If you do not want to receive marketing material from us or have your personal information shared as set out above, to obtain information about our Privacy Policy including our service provider practices or to access your personal information, please call a Customer Service Representative at 1-800-565-FORD (3673).**

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|-----------------------------|--|------------------------------|--|-------------------------------|--|-------------------------------|--|-------------------------------|--|-------------------------------|--|------------------------------|--|------------------------------|--|----------------------------------|--|-----------------------------------|--|--|--|
| Odometer Reading/Lecture du compteur kilométrique | | M. <input type="checkbox"/> | | Dr. <input type="checkbox"/> | | Miss <input type="checkbox"/> | | Mrs. <input type="checkbox"/> | | Mme. <input type="checkbox"/> | | Ms. <input type="checkbox"/> | | Dr. <input type="checkbox"/> | | Ms. <input type="checkbox"/> | | English <input type="checkbox"/> | | Français <input type="checkbox"/> | | | |
| First Name/Prénom | | | | | | | | | | | | Last Name/Nom de famille | | | | | | | | | | | |
| Street Address/Adresse | | | | | | | | | | | | City or Town/Ville ou Village | | | | | | | | | | | |
| Province | | | | Postal Code/Code postal | | | | Day/Jour | | | | Mo./Mois | | | | Year/Année | | | | | | | |
| E-Mail/Address/Courriel | | | | | | | | | | | | | | | | | | | | | | | |
| Owner Signature/Signature du propriétaire | | | | | | | | | | | | | | | | | | | | | | | |
| Vehicle Identification Number/N° d'identification du véhicule | | | | | | | | | | | | | | | | | | | | | | | |

**OWNER INFORMATION CHANGE CARD/
FICHE DE RÉVISION DES DONNÉES SUR LE PROPRIÉTAIRE**

**FORD ROADSIDE ASSISTANCE
ASSISTANCE DÉPANNAGE FORD**

2011

**Ford Roadside Assistance
Assistance dépannage Ford
1-800-665-2006**

Roadside Assistance Coverage is **5 years** or **100,000 km** (whichever occurs first), and is separate from the New Vehicle Limited Warranty and Extended Service Plan. See Warranty Guide for complete details.

L'Assistance dépannage offre une couverture de **5 ans** ou **100 000 km** (selon le premier terme atteint), et est distincte de la Garantie limitée de véhicule neuf et du Programme d'entretien prolongé. Voir tous les détails dans le Guide de garantie.

FORD ROADSIDE ASSISTANCE

1-800-665-2006

• Towing • Battery boosting



ASSISTANCE DÉPANNAGE FORD

1-800-665-2006

• Remorquage • Démarrage-secours



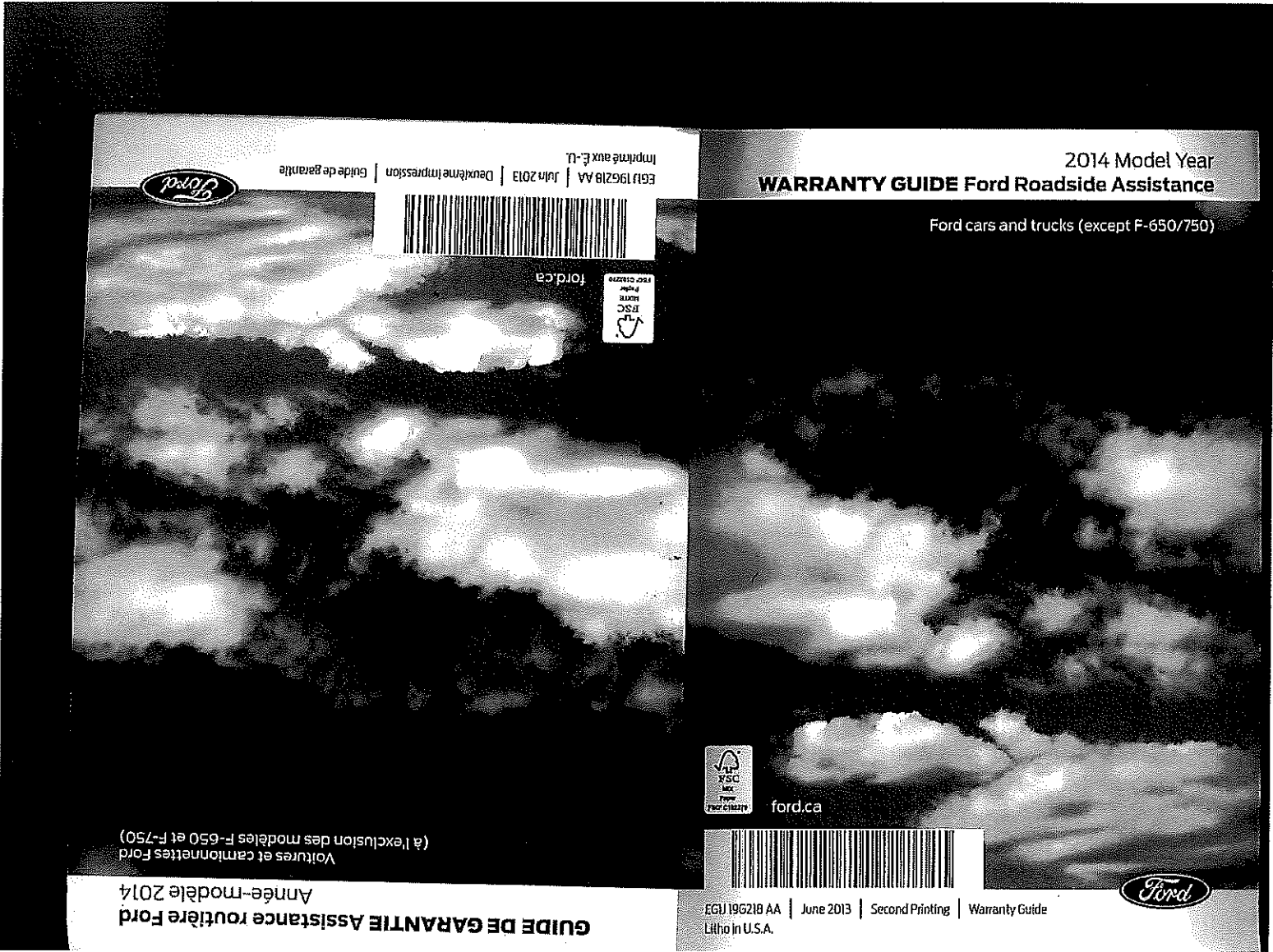
*Ford Motor Company
of Canada, Limited
Ford du Canada, Limitée*

CENTRE DE RELATIONS
AVEC LA CLIENTÈLE
FORD DU CANADA LIMITEE
THE CANADIAN ROAD
P.O. BOX 2000
OAKVILLE, ON L6J 5B4

CUSTOMER RELATIONSHIP CENTRE
FORD MOTOR COMPANY
OF CANADA, LIMITED
THE CANADIAN ROAD
P.O. BOX 2000
OAKVILLE, ON L6J 5B4

1000010826-16J5E4-8R01





2014 Model Year
WARRANTY GUIDE Ford Roadside Assistance

Ford cars and trucks (except F-650/750)



EGJ 19G218 AA | Juin 2013 | Deuxième impression | Guide de garantie
Imprimé aux E.-U.



ford.ca



ford.ca



EGJ 19G218 AA | June 2013 | Second Printing | Warranty Guide
Litho in U.S.A.



GUIDE DE GARANTIE Assistance routière Ford
Année-modèle 2014

Voitures et camionnettes Ford
(à l'exclusion des modèles F-650 et F-750)

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YOUR SATISFACTION IS OUR PRIORITY

Dear New Vehicle Owner,

It is with great pleasure that we welcome you to the Ford family. We want you to enjoy all the benefits of owning your new Ford vehicle, and look forward to building a relationship with you over the years ahead.

At Ford Motor Company of Canada, Limited, we believe that to be the leading consumer automotive company, we must be absolutely committed to your total satisfaction. This belief guides the way we build our vehicles, and the way they are serviced for years to come. Our Ford dealers are dedicated to reaching the highest standards in customer service and technical expertise, and they use Ford-approved parts.

To help maintain the new vehicle characteristics of your Ford vehicle, we encourage you to read through this Warranty Guide and follow its recommendations. This Guide contains:

- Your Ford New Vehicle Limited Warranty
- Your vehicle's Roadside Assistance package

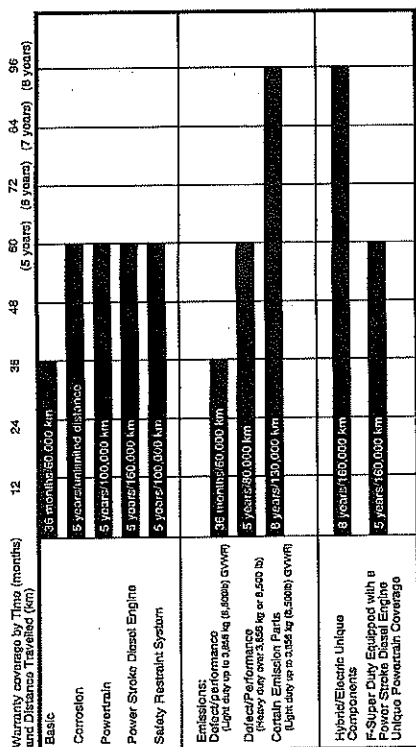
Ford of Canada and our dealerships look forward to being at your service. We wish you peace-of-mind throughout your ownership experience. Happy Motoring!

Ford Motor Company of Canada, Limited
P.O. Box 2000
Oakville, ON
L6J 5E4

www.ford.ca
1-800-565-3673

WARRANTY INFORMATION

Warranty Coverage At-A-Glance



This chart shows general information only. Please refer to the Warranty section in this Warranty Guide for detailed information.

WARRANTY INFORMATION

Your Ford New Vehicle Limited Warranty

Ford Motor Company of Canada, Limited (Ford of Canada) warrants that its authorized dealers will repair, replace or adjust those parts on Ford cars and light trucks, that are found to be defective in materials or workmanship made or supplied by Ford for the coverage periods described in the Warranty Information section of this Warranty Guide.

Who is Authorized to Do Warranty Repairs?

You must take your vehicle to an authorized Ford or Ford Lincoln dealer for warranty repairs. While any Ford or Ford Lincoln dealership handling your vehicle line will provide warranty service, we recommend you return to your selling dealer.

Please note that certain warranty repairs require special training and/or equipment, so not all dealers are authorized to perform all warranty repairs. This means that, depending on the warranty repair needed, you may have to take your vehicle to another dealer. In certain instances, Ford may authorize that your vehicle be repaired at a repair centre other than a Ford or Ford Lincoln dealer facility.

A reasonable time must be allowed to perform a repair after taking your vehicle to the dealership. Repairs will be made using Ford or Motorcraft® Parts, or remanufactured or other parts that are authorized by Ford.

Who Pays for Warranty Repairs?

Ford of Canada covers the cost of warranty repairs performed under the New Vehicle Limited Warranty Coverage during the "time and distance travelled" limits of the New Vehicle Limited Warranty.

Parts (excluding tires) replaced under the New Vehicle Limited Warranty receive the greater of: (i) a 3 month or 5,000 kilometres (whichever occurs first) warranty or (ii) the balance of the New Vehicle Limited Warranty, and such warranty shall be subject to the terms and conditions of the New Vehicle Limited Warranty.

NOTE: Tires replaced under the New Vehicle Limited Warranty receive the balance of the Basic Coverage only. See *The Warranty* (page 11) for details.

Federal or provincial governments may require an environmental or disposal tax (levy) on all or a portion of a warranty repair, in which case this tax (levy) must be paid by you, the owner of the vehicle.

When Does the Warranty Begin?

The warranty begins on the original retail delivery date, or on the date of first use (whichever occurs first). This is the "original warranty start date".

WARRANTY INFORMATION

WHAT IS COVERED?

Basic Coverage

Under your New Vehicle Limited Warranty, Basic Coverage begins at the original warranty start date and lasts for 36 months or 60,000 kilometres (whichever occurs first). The complete vehicle is covered under this Basic Coverage, except components listed under the following warranties in this Warranty Guide, and those items listed under "What is Not Covered Under this New Vehicle Limited Warranty?" on page 12.

Hybrid Unique and Electric Vehicle Unique Component Coverage**Hybrid Unique Component Coverage**

Under your New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied material or workmanship for 8 years or 160,000 kilometres (whichever occurs first) from the original warranty start date:

- High-voltage battery, hybrid continuously variable transmission, inverter system controller (ISC), DC/DC converter, high-voltage battery connector, battery pack fan assembly, thermistor probe, hybrid battery pack sensor module (HBPSM), battery energy control module (BECM) and the plug-in hybrid electric vehicle (PHEV) on-board charger.

Electric Vehicle Unique Component Coverage

Under your New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied material or workmanship for 8 years or 160,000 kilometres (whichever occurs first) from the original warranty start date:

- High-voltage battery packs, high voltage charger, DC/DC converter, electric drive module assembly (includes electric motor and gear box), transmission and charge cord.

The Lithium-ion battery (electric vehicle battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the lithium-ion battery.

Note: The Focus Electric vehicle (or any fully-electric vehicle) is not eligible for any emissions warranties described in this booklet.

Ford Roadside Assistance 1-800-665-2006

Your vehicle is eligible, within Canada or the continental United States, for the Ford Roadside Assistance Program. This Program is separate from the New Vehicle Limited Warranty, but the coverage is concurrent with the 5 years or 100,000 kilometres (whichever occurs first) Powertrain Coverage period.

Towing required because of a warrantable failure beyond the 5 years or 100,000 kilometres (whichever occurs first) Powertrain Coverage is covered under any remaining applicable New Vehicle Limited Warranty coverage.

Please refer to the Ford Roadside Assistance section of this Warranty Guide for complete details (page 21).

WARRANTY INFORMATION

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the original warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials and workmanship. The length of the coverage depends on the type of corrosion damage:

- If corrosion causes perforations (holes) in the body sheet metal panels, the coverage extends for 5 years/unlimited distance.
- If corrosion does not cause perforations (holes), and is not the result of vehicle usage and/or airborne materials, the Corrosion Coverage is 36 months or 60,000 kilometres (whichever occurs first).

If your vehicle is damaged due to airborne materials (environmental fallout) where there is no defect in factory-supplied materials or workmanship and therefore no applicable Ford of Canada warranty, Ford of Canada will still cover paint damage due to airborne materials (environmental fallout) for 12 months or 20,000 kilometres (whichever occurs first). See "Damage Caused by Use or the Environment" page 13.

Powertrain Coverage

Under the New Vehicle Limited Warranty, the Powertrain Warranty Coverage covers certain components against defects in factory-supplied materials or workmanship for 5 years or 100,000 kilometres (whichever occurs first) from the original warranty start date. (F-Super Duty equipped with a 6.7L diesel engine has a Unique Powertrain Coverage that extends beyond the 5 years or 100,000 kilometres (whichever occurs first) Powertrain Coverage, see details below). The covered components listed under the Powertrain Warranty are:

Engine - All internal lubricated parts; cylinder block; cylinder heads; electrical fuel pump; electronic engine control unit; engine mounts; flywheel; injection pump; manifold (intake and exhaust); manifold bolts; oil pan; oil pump; seals and gaskets; thermostat; thermostat housing; timing chain cover; timing chain gears and belts; turbocharger/supercharger unit; valve covers; water pump.

Transmission - All internal parts; clutch cover; seals and gaskets; single speed gear (for the Focus Electric); torque converter; transfer case (including internal parts); transmission case; transmission mounts.

Front-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support-bearing; drive shafts; final drive housing (including all internal parts); hubs-automatic front locking (four-wheel drive); locking rings (four-wheel drive); seals and gaskets; constant velocity and universal joints.

Rear-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive axle housing and all internal parts; drive shaft; propeller shafts; retainers; supports; seals and gaskets; universal and constant velocity joints.

WARRANTY INFORMATION

F-Super Duty Equipped with a 6.7L Diesel Engine Unique Powertrain Coverage

Under the New Vehicle Limited Warranty, the following components are covered against defects in factory-supplied materials or workmanship for 5 years or 160,000 kilometres (whichever occurs first) from the original warranty start date.

Transmission - All internal parts; clutch cover; seals and gaskets; torque converter; transfer case (including internal parts); transmission case; transmission mounts.

Four-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive shafts; hubs/automatic front locking; locking rings; seals and gaskets; constant velocity and universal joints.

Rear-Wheel Drive - Axle shafts; front-wheel bearings; rear-wheel bearings; centre support bearing; drive axle housing and all internal parts; drive shaft; propeller shafts; retainers; supports; seals and gaskets; universal and constant velocity joints.

6.7L Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain Direct Injection Diesel Engine components against defects in factory-supplied materials or workmanship for 5 years or 160,000 kilometres (whichever occurs first) from the original warranty start date.

Covered components: cylinder block, heads and oil internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank, and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, engine mount exhaust gas temperature (EGT) sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. See page 9 for more information.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, safety belts and air bag Supplemental Restraint Systems (SRS) are covered against defects in factory-supplied materials or workmanship. Safety Restraint System™ Coverage begins on the original warranty start date and lasts for 5 years or 100,000 kilometres (whichever occurs first).

WARRANTY INFORMATION

Emissions Control Systems Coverage

The Emissions Control System is covered by two warranties: the Emissions Defects Warranty and the Emissions Performance Warranty.

Emissions Defects Warranty Coverage

Under the Emissions Defects Warranty, Ford provides coverage from the original warranty start date for emissions related defects for 36 months or 60,000 kilometres (whichever occurs first) for passenger cars and light duty trucks (applies to vehicles up to 3,856 kilograms (8,500 lb) GVWR); or 5 years or 80,000 kilometres (whichever occurs first) for heavy duty vehicles over 3,856 kilograms (8,500 lb) GVWR up to 8,845 kilograms (19,500 lb) GVWR. During this coverage period, Ford warrants that:

- Your vehicle or engine is designed, built and equipped to meet the applicable emissions standards prescribed by law at the time it was sold.
- Your vehicle or engine is free from defects in factory-supplied materials and/or workmanship that could prevent it from conforming to those applicable emissions standards.
- You will not be charged for diagnosis, repair, replacement or adjustment of defective emissions-related parts listed under "Parts Covered by the Emissions Defect and Performance Warranties" on page 10.

Note: The Focus Electric vehicle (or any fully-electric vehicle) is not eligible for any emissions warranties described in this booklet.

Emissions Performance Warranty Coverage

Under the Emissions Performance Warranty Coverage, Ford will repair, replace or adjust -- with no charge for labour, diagnosis, or parts -- any emissions control device or system:

- If you have maintained and operated your vehicle according to the instructions on proper care in this Warranty Guide and your Owner's Guide;
- If your vehicle fails to conform during the warranty coverage period of 36 months or 60,000 kilometres (whichever occurs first) for passenger cars and light duty trucks (applies to vehicles up to 3,856 kilograms (8,500 lb) GVWR), or 5 years or 80,000 kilometres (whichever occurs first) for heavy duty vehicles over 3,856 kilograms (8,500 lb) GVWR up to 8,845 kilograms (19,500 lb) GVWR, to the applicable emissions standards;
- If you are subject to a penalty or sanction under local, provincial, or federal law because your vehicle has failed to conform to the applicable Emissions Standards (a penalty or sanction can include being denied the right to use your vehicle); and
- If your vehicle has not been tampered with, misused, or abused.

WARRANTY INFORMATION

Parts Covered by the Emissions Defect and Performance Warranties

Air Flow Sensor; Air/Fuel Feedback Control System and Sensors; Air Induction System; Battery Energy Control Module (BECM); Catalytic Converter (including Selective Catalytic Reduction and Diesel Oxidation Catalysts); Cold Start Enrichment System (diesel only); Controls for Deceleration (diesel only); Diesel Exhaust Fluid System; Diesel Particulate Filter; Electronic Engine Control Sensors and Switches; Powertrain Control Module (PCM)/Engine Control Module (ECM)*; Electronic Ignition System (diesel only); Evaporative Emissions Control System; Exhaust Gas Recirculation (EGR) System; Exhaust Heat Control Valve; Exhaust Manifold; Exhaust Mounted Exhaust Gas Temperature (EGT) Sensor; Exhaust Pipe (Manifold to Catalyst); Fuel Filler Tube and Seal; Fuel Injection System; Fuel Injector Supply Manifold; Fuel Tank (non diesel only); Fuel Tank Pressure Control Valve; High-Voltage Battery; Idle Air Bypass Valve (Excluding Hybrid); Ignition Coil and/or Control Module; Intake Manifold; Intercooler Assembly - Engine Changer (diesel and 2.0 litre EcoBoost® engine only); Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System; PCV System and Oil Filler Cap; Plug-in Hybrid Electric Vehicle (PHEV) On-board Charger; Secondary Air Injection System (Excluding Hybrid) Spark Control Components; Spark Plugs and Ignition Wires; Synchronizer Assembly; Thermostat; Throttle Body Assembly (MFI); Transmission Control Module (TCM) and solenoids; Turbocharger Assembly; Vacuum Distribution System.

* Includes hardware and emissions related software changes only

Additional Parts Covered by the Emissions Warranty

Also covered by the two Emissions Warranties are all emissions related bulbs, hoses, clamps, brackets, bolts, tubes, gaskets, seals, connectors, gasoline fuel lines, and wiring harnesses that are used with components on the list of parts, above.

Parts that should be replaced as per Ford's Scheduled Maintenance Services are covered against defects in materials or workmanship made or supplied by Ford until the earlier of:

- A. The first replacement time that is specified in your Owner's Manual; or
- B. The "time and distance travelled" limits of the Defect and Performance Warranties (whichever occurs first)

There may be additional coverage for these parts through the Powertrain Coverage or Diesel Engine Coverage. In any case, the warranty with the broadest coverage applies.

Your Ford or Ford Lincoln dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WARRANTY INFORMATION

Emissions Defect/Performance Warranty:

Additional Parts Covered

Ford also provides the following coverage for emissions related defects for the parts listed below including labour and diagnosis.

Passenger cars and light duty trucks (applies to vehicles up to 3,856 kilograms (8,500 lb) GVWR): 8 years or 130,000 kilometres (whichever occurs first) from the original warranty start date; Catalytic Converter, Electronic Emission Control Unit (EEU), Transmission Control Module (TCM), and any other On-Board Emissions Diagnostic Module.

Tire Warranty

Two separate warranties apply to the tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory-supplied materials or workmanship until the earlier of: (i) expiration of the Basic Coverage period of 36 months or 60,000 kilometres (whichever occurs first); or (ii) until the tire requires normal replacement, for 100% of labour costs and on a pro rata adjustment basis for parts (see the Reimbursement Schedule below). Defective tires will be replaced on a pro rata adjustment basis according to the following kilometre-based Reimbursement Schedule:

| Vehicle Distance Travelled | Percent of Parts Covered by Ford |
|----------------------------|----------------------------------|
| 1-20,000 kilometres | 100% |
| 20,001-40,000 kilometres | 60% |
| 40,001-60,000 kilometres | 30% |

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Basic Coverage terms or period. You will find the manufacturer's tire warranty with the owner literature supplied with your new vehicle.

Tire replacements under the New Vehicle Limited Warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and model to substitute for the original brand and/or model even if still available.

Normal tire wear or damage is not reimbursable. See page 16 for details of what is not covered.

Unique Warranty Coverage for Specified Components

Brake pads and linings*, manual transmission clutch disc*, windshields, wheel balance and alignment are covered against defects in factory-supplied materials or workmanship for 12 months or 20,000 kilometres (whichever occurs first) from the original warranty start date. *Refer to page 14 for additional coverage information.

Wiper blades are covered against defects in factory-supplied materials or workmanship for 6 months unlimited distance travelled from the original warranty start date. Refer to page 14 for additional coverage information.

WARRANTY INFORMATION**Genuine Ford Accessories Coverage**

Ford of Canada warrants that their authorized dealers will repair or replace any Genuine Ford Accessory that is properly installed by the authorized dealer that sold the accessory and found to be defective in factory-supplied materials or workmanship during the warranty period noted below, as well as any component damaged by the defective accessory. The accessory will be warranted for the greater of the following:

- 12 months or 20,000 kilometres (whichever occurs first); or
- The remainder of your Basic Coverage period.

This means that Genuine Ford Accessories purchased along with your new vehicle and installed by the dealer are covered for the full length of your Basic Coverage period — 36 months or 60,000 kilometres (whichever occurs first).

What is Not Covered Under this New Vehicle Limited Warranty?**Damage Caused by Accident, Misuse or Alteration**

Examples of items not covered are:

- Accident collision, fire, theft, freezing, vandalism, riot, floods, explosion, dismantling, or objects striking the vehicle (including driving through a car wash)
- Misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- Alterations, modifications or reconstruction of the vehicle, including the body, chassis, or any other component after the vehicle leaves the control of Ford of Canada
- Alterations or modifications to allow the use of alternate fuels after the vehicle leaves the control of Ford of Canada
- Rebuilding the vehicle after it has suffered such extensive collision damage in an accident that it was junked, written-off or deemed to be written-off, even if the rebuilt vehicle uses undamaged parts and components from the written-off vehicle
- Tampering with the vehicle, including tampering with the emissions systems or with other parts that affect those systems (for example, exhaust and intake systems)
- Contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine or battery

WARRANTY INFORMATION

- Non-Ford parts installed after the vehicle leaves Ford of Canada's control and causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, remote starting systems and performance enhancing powertrain components
- Improper vehicle storage (refer to your Owner's Manual for required storage procedures necessary to protect the high-voltage battery)

NOTE: Warranty coverage will be invalidated on parts affected by such damage.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration, fading, discoloration and other appearance matters that result from use and/or exposure to the elements.

Examples are:

- Stone Chips and Scratches (e.g. on paint and glass)
- Windshield stress cracks. However limited coverage on windshield stress cracks will be provided for the first 12 months or 20,000 kilometres (whichever occurs first) even though caused by use and/or exposure to the elements.
- Dings/Dents
- Lightning and Hail
- Earthquake
- Cuts, Burs, Punctures or Tears
- Bird and Bee Droppings
- Road Salt and Tree Sap
- Windstorm
- Water or Flood

Damage Caused by Improper Maintenance

The New Vehicle Limited Warranty does not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids.

In fact, failure to perform maintenance as specified in your Owner's Manual will invalidate warranty coverage on parts affected by improper maintenance.

Please consult your Owner's Manual for correct fluid specifications and levels, and read the *Scheduled Maintenance* chapter in your Owner's Manual, for instructions on proper maintenance of your vehicle.

WARRANTY INFORMATION**Maintenance and Wear**

The New Vehicle Limited Warranty does not cover parts and labour needed to maintain your vehicle and replacement of parts due to normal wear and tear (except for items listed under Some Maintenance and Wear Items Have Limited Coverage). You, as the owner, are responsible for these items. Here are examples:

- Oil Changes
- Cleaning/Polishing
- Engine Tune-ups
- Oil/Air Filters
- Tire Rotations
- Oils, Lubricants, Other Fluids

Parts that should be replaced as per Ford's Scheduled Maintenance Services are covered against defects in materials or workmanship made or supplied by Ford until the earlier of:

- A. The first replacement time that is specified in your *Owner's Manual*; or
- B. The "time and distance travelled" limits of the New Vehicle Limited Warranty (whichever occurs first).

Some Maintenance and Wear Items Have Limited Coverage

Ford of Canada dealers will replace the following maintenance and wear items for 12 months or 20,000 kilometres (whichever occurs first) from the original warranty start date, if required due to failure caused by normal wear and tear:

- Brake pads and linings
- Manual transmission clutch disc

Ford of Canada dealers will replace the wiper blades for 6 months unlimited distance from the original warranty start date, if required due to failure caused by normal wear and tear.

Other Items and/or Conditions Not Covered by this Warranty

Examples of other items that are not covered are:

- Non-Ford parts of your vehicle including Non-Ford parts that are installed by body builders or manufacturers other than Ford; or damage to Ford components caused by installation of non-Ford parts
- Disconnecting or altering the odometer, or where the actual distance travelled cannot be determined due to the odometer being inoperative for an extended period of time (this will void the New Vehicle Limited Warranty)

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WARRANTY INFORMATION

- Vehicles currently or previously titled as "dismantled", "fire", "flood", "junk", "reconstructed", "totaled", or "salvaged" (this will void the New Vehicle Limited Warranty)
- Vehicles determined to be a "total loss" by an insurance company (this will void the New Vehicle Limited Warranty)
- Converted ambulances that are not equipped with the Ford Ambulance Prep Package*
- High-voltage battery replacement due to improper vehicle storage. Refer to the *Owner's Manual* for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time
- The Lithium-ion battery (high-voltage battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your *Owner's Manual* for important tips on how to maximize the life and capacity of the Lithium-ion battery.
- Ford Authorized Parts replaced other than under this New Vehicle Limited Warranty or pursuant to a Ford Customer Satisfaction Program or Ford Recall are not eligible for the balance of the New Vehicle Limited Warranty, however they may carry their own warranty (see your dealer for more information).

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs or replacement under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
 - abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modifications
 - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function of a cellular phone or digital media device (e.g., inadequate signal reception by the external antenna, viruses or other software problems)

Important Information on Ambulance Conversions:*Ambulance Conversions**

Ford vehicles are suitable for producing ambulances only if equipped with the Ford Ambulance Prep Package. In addition, Ford urges ambulance manufacturers to follow the recommendations of the "Ford Incomplete Vehicle Manual" and the "Ford Truck Body Builder's Layout Book" (and pertinent supplements).

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WARRANTY INFORMATION

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance voids the Ford New Vehicle Limited Warranty and may void the Emissions Control Systems Coverage under this warranty. Vehicles used as ambulances without the Ford Ambulance Prep Package could experience elevated underbody temperature, fuel overpressurization and the risk of fuel expulsion and fires. Whether the vehicle is equipped with the Ford Ambulance Prep Package may be determined by inspecting the information plate on the driver's rear door pillar. Whether the ambulance manufacturer has followed Ford's recommendations can be determined by contacting your vehicle's ambulance manufacturer.

What is Not Covered Under the Tire Warranty?

Normal wear and/or worn-out tires are not covered by the New Vehicle Limited Warranty.

Other examples of items not covered are:

- Road hazard damage including cuts, snags, bruises, bulges and impact breaks (due to potholes and curbs or other road hazards).
- Damage caused by a puncture or tire repair.
- Damage from improper inflation or alignment, tire chains, racing, spinning (e.g. when stuck in snow or mud), and improper mounting or dismounting.
- Tire vibration or ride harshness is not covered beyond 12 months or 20,000 kilometres (whichever occurs first) unless caused by a defect in factory supplied materials or workmanship.
- Tires replaced other than pursuant to the New Vehicle Limited Warranty Tire Warranty are not eligible for the balance of the Tire Warranty, however they may carry their own warranty (see your dealer or the tire manufacturer for more information).

What is Not Covered Under the Emissions Warranties?

Ford will deny you warranty coverage if your vehicle or part has failed because you:

- Abused or neglected it
- Did not maintain it properly
- Added unapproved modifications
- Used improper fuel/fluids
- Experienced any item included in "What is Not Covered Under this New Vehicle Limited Warranty?"

WARRANTY INFORMATION**New Vehicle Warranty Limitations**

The foregoing coverage described in the New Vehicle Limited Warranty are the only express warranties on the part of Ford of Canada and the selling dealer. You may have other rights which may vary by province.

In the province of Quebec, none of the following limitations and exclusions will exclude or restrict the warranty provided for in Section 37 or 38 of the Québec Consumer Protection Act.

The foregoing express warranties are in substitution for and exclude all other liabilities of any kind whether arising under statute, in tort, by implication of law or otherwise including, to the full extent as may be allowed by law, liability for any other representations respecting the vehicle, statutory warranties or implied warranties or conditions as to its merchantability or fitness.

Any implied warranty or condition as to merchantability or fitness is limited to the applicable warranty duration period as specified herein.

In no event shall Ford of Canada or the selling dealer be liable for the loss of or damage to the vehicle or its parts, loss of use of the vehicle, loss of time, inconvenience, commercial loss, or special consequential or other damages, or on any other claims relating to or arising from any defect in factory materials or workmanship found except as provided for herein.

The above provisions do not preclude the operation of any applicable provincial statute which in certain circumstances may not allow some of the limitations and exclusions described in these warranty coverages.

In the province of Saskatchewan the duration of the applicable statutory warranties of that province shall be concurrent with and not consecutive to the duration of the foregoing coverage of this Ford of Canada New Vehicle Limited Warranty.

Inspect Your New Vehicle Carefully

Defects or damage to paint, sheet metal or other appearance items may occur during assembly or when the vehicle is in transit to the dealer. Normally, these defects are noted and corrected at the factory or by your dealer during new vehicle inspection. Paint, sheet metal or appearance defects present at the time your vehicle is delivered to you are covered by this warranty. For your protection, we suggest that if you do find any such defects, you notify your dealer within one week of the vehicle's delivery to you, as normal deterioration due to use and exposure is not covered by this warranty.

Defects vs. Damage

Please note the distinction between "defects" and "damage" as used in the warranty. Defects are covered because we, the manufacturer, are responsible. This includes defects in Ford-supplied parts used in making warranty repairs as well as in the original parts of the vehicle. On the other hand, we have no control over damage caused by such things as modifications, collision, misuse and lack of maintenance. Therefore, damage is not covered under this warranty.

WARRANTY INFORMATION**Take Care of Your Vehicle and It Will Take Care of You!**

Proper maintenance protects you from major repair expense resulting from neglect or inadequate maintenance, and it may even help increase the resale value of your vehicle.

Your dealership has factory-trained technicians who can perform the required maintenance using Ford-approved parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Scheduled Maintenance section in your Owner's Manual will invalidate warranty coverage on parts affected by improper maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and have the dealer complete the Scheduled Maintenance Validation Record.

Does the New Vehicle Limited Warranty Apply to Your Vehicle?**Warranty Applies**

The New Vehicle Limited Warranty described in this booklet applies to your vehicle if:

- It was originally sold or leased by a Ford of Canada dealer; and
- Is registered, licensed and operated in Canada or the United States.

Warranty Does Not Apply

The New Vehicle Limited Warranty described in this booklet will be void if the vehicle originally purchased in Canada, at any time:

- Is registered, licensed for use in countries other than Canada or the United States.

Taking Your Vehicle on a Trip?

If you travel with this vehicle outside of Canada or the United States, you may have to pay a servicing Ford dealer in a foreign country for a repair that could be covered under this New Vehicle Limited Warranty. If this occurs, you should present the paid repair order/invoice to a Ford of Canada dealer for refund consideration.

If You Are a Subsequent Ford Owner...

The benefits of the Ford Roadside Assistance Program are transferred (within the Powertrain Coverage period of 5 years or 100,000 kilometres -- whichever occurs first), at no charge to you.

WARRANTY INFORMATION**Need Assistance? We're Here to Help You...**

Your satisfaction is important to Ford of Canada and to your dealer. Normally, matters concerning your vehicle will be resolved by your dealer's sales or service department.

Ford recommends that you do the following:

Talk with your dealer's sales manager or service manager. If the matter is not resolved to your satisfaction, consider discussing the matter with the owner or general manager of the dealership. If you still feel your concern was not fully addressed or you did not understand the explanations given for your questions, contact Ford of Canada's Customer Relationship Centre at (toll free) 1-800-565-3673 (FORD) or through our web site at www.ford.ca.

The Customer Relationship Centre address is as follows:

Ford Motor Company of Canada Limited
The Canadian Road
PO Box 2000
Oakville, ON
L6J 5E4

Mediation/Arbitration Program (for Canada only)

If you feel that the efforts by Ford and the dealer to resolve a factory-related vehicle service concern have been unsatisfactory, Ford of Canada participates in an impartial third-party mediation/arbitration program administered by the *Canadian Motor Vehicle Arbitration Plan (CAMVAP)*.

The CAMVAP program is a straightforward and relatively speedy alternative to resolve a disagreement when all other efforts to produce a settlement have failed. This procedure is without cost to you and is designed to eliminate the need for lengthy and expensive legal proceedings.

In the CAMVAP program, impartial third-party arbitrators conduct hearings at mutually convenient times and places in an informal environment. These impartial arbitrators review the positions of the parties, make decisions and, where appropriate, render awards to resolve disputes. CAMVAP decisions are fast, fair and final as the arbitrator's award is binding on both you and Ford of Canada.

The CAMVAP services are available in all Canadian territories and provinces. For more information, change or obligation, call your CAMVAP provincial administrator directly at 1-800-207-0685 or visit www.camvap.ca.

IMPORTANT OWNER INFORMATION**Log on to www.ford.ca**

The Ford of Canada web site contains information for you, the new vehicle owner. On www.ford.ca you can download printed material, contact us via e-mail, locate your nearest dealer, and so much more! These are just some of the ways www.ford.ca can be a great resource tool for you.

FORD ROADSIDE ASSISTANCE**Ford Roadside Assistance — For Your Peace-of-Mind**

Our primary focus in providing this important benefit is to help secure your safety, pleasure and convenience during the operation of your Ford car or light truck.

Whenever you may be in Canada or the continental United States, our Roadside Assistance Representatives will be there to make sure you receive quick and efficient service 24 hours a day, 365 days a year. Just call 1-800-665-2006.

Membership in the Ford Roadside Assistance

Ford Roadside Assistance covers all Ford cars and light trucks. Service will be provided to the driver of the registered Ford vehicle.

Remaining Ford Roadside Assistance benefits are transferable to subsequent owners of your vehicle at no cost (within the 5 years or 100,000 kilometres coverage period, whichever occurs first). Please complete the Owner Information Change Card found at the centre of this Guide (postage paid).

Ford Roadside Assistance Card for Your Wallet

For your convenience, please carry your Ford Roadside Assistance Card with you at all times for those unexpected instances when you may require our services. Please make sure you print your name and Vehicle Identification Number (VIN) on your cards when you take delivery of your vehicle. (See centre inserts.) The 17 digit VIN is stamped on the front of the driver's side dash.

Ford Roadside Assistance Has You Covered

Although this program is separate from the New Vehicle Limited Warranty and ESP (Extended Service Plan), coverage is concurrent with both the 5 years or 100,000 kilometres (whichever occurs first) Powertrain Coverage and any additional terms/kilometres covered under your ESP agreement.

All coverage is limited to vehicles using publicly maintained roads (excludes off-road use, logging roads, etc.) and adjacent sites, and any other locations, which in the discretion of the service provider constitutes a publicly travelled thoroughfare.

Please note that the Ford Roadside Assistance is a complimentary service. In the event that your new vehicle limited warranty is voided in whole or in part, your Roadside Assistance coverage may be limited and/or terminated by Ford of Canada without notice. Ford of Canada may terminate your Ford Roadside Assistance coverage at any time for any reason. There is no refund available to you in the event of termination.

FORD ROADSIDE ASSISTANCE**Towing and Road Service Reimbursement**

If your vehicle is stranded and requires towing and/or battery boosting simply call Ford Roadside Assistance toll-free within Canada or the continental United States at 1-800-665-2006 and assistance will be dispatched.

At the time you call, you will be asked to provide your name, Vehicle Identification Number, the exact location of your vehicle and a telephone number where you can be reached.

In the event that you use a service other than Ford Roadside Assistance, we may reimburse you up to a maximum of \$75.00 per disablement. (See page 23 for claiming instructions.)

General Information on Roadside Assistance Services**Covered Services**

- Battery boost
- Towing of your disabled vehicle to the nearest Ford or Ford Lincoln dealership (one tow per disablement) accidents excluded

Items Excluded from Coverage

- Parts, tire repairs, rental of towing equipment, storage fees, or any labour performed at a garage or service station
- Any form of impound towing by other than a licensed service station or garage
- Assistance from private citizens
- Ford Roadside Assistance coverage is not a warranty, but a service provided to you by Ford to minimize any unforeseen vehicle operation inconvenience. All service operators providing service are independent contractors and are not employees of Ford. Therefore, Ford Roadside Assistance does not assume any liability for any loss or damage to your vehicle or your personal property resulting from the rendering of such service.
- Any loss or damage is the sole responsibility of the servicing facility and should be reported to the proprietor of the facility and your own insurance company within 24 hours and prior to any repairs being carried out.

FORD ROADSIDE ASSISTANCE**Emergency Travel Expense Reimbursement**

Should your vehicle become disabled due to a mechanical breakdown while you are more than 160 kilometres from your residence address, we may reimburse you up to \$500 (in total), for the following reasonable emergency expenses.

Covered Expenses

- Local lodging and meals
- Vehicle rentals from bona fide rental agencies (excludes gas expense)
- Commercial transportation to your destination, and return trip after repairs are completed

Coverage period is the lesser of: date of vehicle disablement up to three (3) days in total, or the time at which your vehicle is repaired.

If You Need to Submit a Claim

We've enclosed a claim form in this warranty guide to be completed for emergency road and tow service reimbursement, or emergency travel expense reimbursement. File your claim no more than twenty (20) days after the occurrence.

Send to:

Ford Motor Company of Canada Limited
Roadside Assistance Division
The Canadian Road, PO Box 2000
Oakville, ON L6K 1E8

Complete the Customer Claim Form. Please include all original receipts and details of the event. This will facilitate prompt handling and reimbursement of your claim. Please allow 4-6 weeks for processing when making a claim.

To acquire additional forms, please contact your Ford of Canada selling dealer or visit our web site at www.ford.ca.

Ford of Canada reserves the right to amend or cancel The Ford Roadside Assistance Program at any time without incurring any liability.

FORD ROADSIDE ASSISTANCE CUSTOMER CLAIM FORM

1. PAYEE INFORMATION

First Name

Last Name

Street

Apt. No.

City

Province

Postal Code

Residence Phone

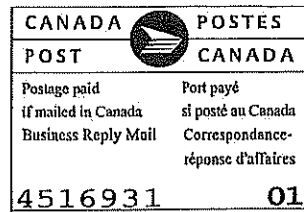
Business Phone

E-mail Address: _____

2. VEHICLE IDENTIFICATION NUMBER

3. YOU MUST INCLUDE THE FOLLOWING DOCUMENTS FOR CLAIM PROCESSING

- Paid receipts for reasonable covered expenses incurred within 3 days of disablement to a maximum of \$500.00.
- For disablement due to failure of components covered by your warranty coverage, a copy of the repair or work order.
- Please allow 4-6 weeks for processing.
- PLEASE INCLUDE paid receipts validated by the roadside service establishment and which clearly detail the nature of the service provided.



1000010826-L6J5E4-BR01

CUSTOMER RELATIONS
 FORD MOTOR COMPANY OF
 CANADA LIMITED
 P.O. BOX 2000
 OAKVILLE, ON L6J 5E4

RELATIONS AVEC LA CLIENTÈLE
 FORD DU CANADA LIMITÉE
 C.P. 2000
 OAKVILLE, ON L6J 5E4



Remorquage | Démarrage-secours
Assistance routière Ford
 1-800-665-2006



Towing | Battery boosting
Ford Roadside Assistance
 1-800-665-2006

2014
Ford Roadside Assistance

1-800-665-2006

Roadside Assistance Coverage is 5 years or 100,000 km (whichever occurs first), and is separate from the New Vehicle Limited Warranty and Extended Service Plan. See Warranty Guide for complete details.

L'Assistance routière offre une couverture de 5 ans ou 100 000 km (selon le premier terme atteint), et est distincte de la Garantie limitée de véhicule neuf et du Programme d'entretien prolongé. Voir tous les détails dans le Guide de garantie.

This is Exhibit "K" ⁹⁰⁵ referred to in the affidavit of GLENN BRANDYS sworn before me, this 13th day of April, 2017.

P.O. Box 2000
Oakville, Ontario
L6K 0C8

A commissioner for taking affidavits

Ford Motor Company of Canada, Limited
Ford du Canada Limitée

XXXXXXXXXXXXXXXXXXXX C 14M01

J. SAMPLE
123 MAIN STREET
ANYCITY, ON A1A 1A1

MAIL DATE

At Ford Motor Company of Canada, Limited (Ford), we are not only committed to building high quality, dependable products, but also building a community of happy, satisfied customers. To demonstrate that commitment, we're sending you this notice – and providing a no-charge Customer Satisfaction Program (Program Number 14M01) for your vehicle with the VIN shown above.

What is the reason for this additional coverage program?

On your vehicle, it may be possible for the PowerShift 6-speed Automatic Transmission to exhibit excessive transmission clutch shudder during light acceleration. This condition may be caused by fluid contamination of the clutch due to leaking transmission seals. See Attachment for a description of normal operating characteristics for the PowerShift 6-Speed Automatic Transmission.

In the interest of your satisfaction, Ford is providing additional coverage on the clutch and transmission input shaft seals as well as the transmission software calibration, to a total of seven (7) years or 160,000 kilometres from the warranty start date, whichever occurs first.

If your vehicle has already exceeded distance limits listed above, this coverage will last through January 31, 2015. Coverage is automatically transferred to subsequent owners. Affected title branded and salvaged vehicles are not eligible for this service action. This coverage exceeds the original warranty coverage provisions of your vehicle for this part.

What will Ford and your dealer do?

If your vehicle's clutch, transmission input shaft seals, or transmission software calibration require service or replacement due to excessive transmission clutch shudder during light acceleration; and your vehicle is within the indicated time/distance limitations, Ford has authorized your dealer to service the transmission as necessary free of charge (parts and labour).

How long will it take?

If the components mentioned above require service or replacement, the time needed for this repair is less than one day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Additional time may be required to allow the engine to cool prior to performing this repair.

What should you do?

You do not need to return to your dealer for this repair unless your vehicle's transmission exhibits excessive transmission clutch shudder on light acceleration (see Attachment). **Please keep this letter as a reminder of the additional coverage for your transmission clutch and transmission input shaft seals.**

If the clutch, transmission input shaft seals, or transmission software calibration should require service or replacement, and your vehicle is within the indicated time/distance limitations, contact your dealer for a service date. Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle and request a service date for Customer Satisfaction Program 14M01. The VIN is printed near your name at the beginning of this letter. Your dealer will make repairs at no charge.

If you do not already have a servicing dealer, you can access <http://www.ford.ca> for dealer addresses, maps, and driving instructions.

Do you need a rental vehicle?

If a repair is needed and your vehicle must be kept at the dealership overnight to complete the repairs, your dealer is authorized to provide a rental vehicle for your personal transportation at no charge (except for fuel and insurance). Please see your dealer for guidelines and limitations.

Have you previously paid for this repair?

If you paid to have this service done before the date of this letter, you may be eligible for a refund. Refunds will only be provided for the parts and labour cost associated with repairs to the clutch, transmission input shaft seals or calibration updates to the transmission software. To verify eligibility and expedite reimbursement, give your paid original receipt to your dealer before January 31, 2015.

What if you no longer own this vehicle?

You received this notice because our records indicate that you are the current owner. If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner. If you have leased this vehicle to another person or organization, please immediately notify the lessee of this program.

Can we Assist you further?

If you require further assistance in getting your vehicle repaired promptly and without charge, please contact your dealership's Service Advisor.

If you still have concerns, please contact the Ford Customer Relationship Centre at 1-888-222-7814 and one of our representatives will be happy to assist you. For the hearing impaired call 1-888-658-6805 (TDD). Please have your vehicle's identification number ready for our representative when you call.

As part of the Ford community, we appreciate your attention to this important matter and your continued loyalty.

National Service Operations
FORD MOTOR COMPANY OF CANADA, Limited

Customer Satisfaction Program 14M01

Attachment



PowerShift 6-Speed Automatic Transmission

Normal Operating Characteristics

The PowerShift 6-speed Automatic Transmission is designed for fun-to-drive performance and exceptional fuel efficiency, by using the advantages of a manual transmission with the convenience of an automatic transmission. You may notice the following characteristics of this technology:

- Mechanical noises after the engine is turned off, after the driver door is opened and during some transmission shifting events. These are normal and do not cause damage.
- Firm gearshifts when moving the accelerator pedal back and forth quickly.

Your transmission continuously makes electronic adjustments to optimize shift quality and acceleration performance. Most adjustments will be made during the first 1600 kilometres (1,000 miles) of operation or after transmission clutch service and resetting the software calibration. During this break-in period, slight vibrations may be felt when acceleration the vehicle from low speeds. These characteristics are normal for the PowerShift 6-speed Automatic Transmission.

Refer to your Owner's Manual for additional information on operation of your PowerShift 6-Speed Transmission.



Ford Motor Company Of Canada, Limited
Ford du Canada Limitée

The Canadian Road
P.O. Box 2000
Oakville, Ontario
L6J 5E4

[REDACTED]

May 23, 2012

This is Exhibit "L" referred to in the
affidavit of GLENN BRANDYS
sworn before me, this 13th
day of April, 2012

VIN: [REDACTED]

12B37

[Signature]
A commissioner for taking affidavits

At Ford Motor Company of Canada, Limited (Ford) it has been our goal for more than 100 years to provide customers with high-quality, dependable products. In order to maintain these standards, Ford is providing a no charge Customer Satisfaction Program (Program Number 12B37) for your vehicle, with the Vehicle Identification Number shown above.

What is the issue?

You may experience rough or jerky automatic transmission shifts. In addition, the vehicle may experience roll back when the driver is transitioning from the brake pedal to the accelerator pedal while on a slight incline. Ford has developed calibration improvements to the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake module to address these concerns.

What will Ford and your dealer do?

In the interest of customer satisfaction, Ford has authorized your dealer to reprogram the Powertrain Control Module, Transmission Control Module, and the Anti-Lock Brake System module free of charge (parts and labour) under the terms of this program. This Customer Satisfaction Program will be in effect until May 31, 2013 regardless of distance travelled. Coverage is automatically transferred to subsequent owners.

How long will it take?

The time needed for this repair is less than one hour. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time.

What should you to do?

Please call your dealer without delay and request a service date for Customer Satisfaction Program 12B37. Provide the dealer with the Vehicle Identification Number (VIN) of your vehicle. The VIN is printed near your name at the beginning of this letter.

If you do not already have a servicing dealer, you can access <http://www.ford.ca> for dealer addresses, maps, and driving instructions.

Ford wants you to have this service action completed on your vehicle. The vehicle owner is responsible for making arrangements to have the work completed. Ford Motor Company can deny coverage for any vehicle damage that may result from the failure to have this service action performed on a timely basis. Therefore, please have this service action performed as soon as possible.

What if you no longer own this vehicle?

You received this notice because our records indicate that you are the current owner. If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner. If you have leased this vehicle to another person or organization, please immediately notify the lessee of this program.

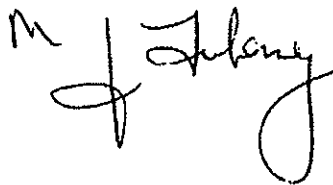
Can we Assist you further?

If you require any further assistance, write to the Ford "Customer Relationship Centre" at the address in the letterhead of this letter and be sure to include your vehicle identification number which is shown at the beginning of this letter. If you prefer, call 1-888-222-7814. Please have your vehicle's identification number ready for our representative when you call.

We are taking this action as part of our ongoing efforts to maintain owner confidence in our products. We hope this program confirms our commitment to your satisfaction with your Ford-built vehicle.

Yours very truly,

FORD MOTOR COMPANY OF CANADA, Limited



National Service Operations Manager

Jay Guberney



Ford Motor Company of Canada, Limited
Ford du Canada Limitée

P.O. Box 2000
Oakville, Ontario
L6K 0C8



10013903



September 18, 2015

This is Exhibit "M" referred to in the
affidavit of GLENN BRANDYS
sworn before me, this 13th
day of April, 20 17
[Signature]
A commissioner for taking affidavits

VIN: 
2013 Fiesta

15B22, 14M02

At Ford Motor Company of Canada, Limited (Ford), we are not only committed to building high quality, dependable products, but also building a community of happy, satisfied customers. To demonstrate that commitment, we are providing you with both a software update and a no-charge extended coverage for the transmission control module (TCM) for your vehicle with the VIN shown above.

Why are you receiving this notice?

On your vehicle with the VIN shown above, the TCM may experience electrical circuit failures causing intermittent symptoms of loss of transmission engagement while driving, no-start, or a lack of power. If this condition is present and the transmission control module has not been updated with the latest software, these symptoms may become progressively worse and your vehicle may not provide a visual warning of the failure.

What will Ford and your dealer do?

For your peace of mind, Ford Motor Company has developed new software that will alert the driver of a possible TCM circuit failure before symptoms progress. Ford has authorized any Ford or Ford Lincoln dealer to update the software in your TCM free of charge (parts and labour).

This Software Update Program will be in effect until July 31, 2016 regardless of distance traveled. Coverage is automatically transferred to subsequent owners.

What should you do?

Please call your dealer without delay and request a service date for Software Update Program 15B22. Provide the dealer with the VIN of your vehicle, which is near the beginning of this letter.

If you do not already have a servicing dealer, you can access <http://www.ford.ca> for dealer addresses, maps, and driving instructions.

What will the improved software do?

The improved software will continuously monitor the TCM and provide advance notification, resulting in a "Check Engine" light if the TCM isn't operating properly. This improved fault detection and overt warning will help ensure the vehicle operator is alerted to potential issues with the TCM.

What won't the software update do?

The new TCM software update **will not** change the normal shift characteristics of your vehicle's transmission and will not have an effect on fuel economy.

How long will it take?

The time needed to install the updated software in your vehicle is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Your vehicle may also require diagnosis to determine if the TCM has failed and parts need to be ordered.

Should your vehicle require additional service, what will Ford and your dealer do?

Ford has also extended the warranty coverage on the TCM to 10 years or 240,000 Kilometres from the warranty start date, whichever occurs first. If your vehicle's TCM requires replacement and your vehicle is within the indicated time/distance limitations, Ford has authorized any Ford or Ford Lincoln dealer to replace the TCM free of charge (parts and labour).

If your vehicle has already exceeded distance limits listed above, coverage under 14M02 will last through October 31, 2015. Coverage is automatically transferred to subsequent owners.

Is this different than the previous letter you received?

You may have previously received a letter(s) regarding additional coverages on your PowerShift Automatic Transmission. The reference guide below can help you better understand the available warranty coverage for your transmission.

Reference Guide to Understanding Your DPS6 Automatic Transmission Warranty Coverage

| COVERAGES (Coverage expires when time or distance limit is reached) | 3 yrs. 60,000 KMs | 5 yrs. 100,000 KMs | 7 yrs. 160,000 KMs | 10 yrs. 240,000 KMs |
|---|----------------------------------|-----------------------------------|-----------------------------------|------------------------------------|
| Basic Warranty Coverage | | | | |
| Powertrain Warranty Coverage | | | | |
| Transmission Clutch Shudder and Input Shaft Seals only 14M01 Extended Warranty (Vehicles built before June 6, 2013) | | | 14M01 | |
| Transmission Control Module only Emissions Warranty and 14M02 Extended Warranty | Emissions Warranty Coverage* | | | 14M02 |

*Transmission Control Module may be covered under 8 years/130,000 Kilometres Emissions Warranty.
Always consult the Warranty Guide to verify eligible coverage.

Have you previously paid for this repair?

If you paid to have service done on your TCM before the date of this letter, you may be eligible for a refund. Refunds will only be provided for service related to TCM replacement. To verify eligibility and expedite reimbursement, give the original receipt from the repair to your dealer before October 31, 2015.

What if you no longer own this vehicle?

You received this notice because our records indicate that you are the current owner. If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner. If you have leased this vehicle to another person or organization, please immediately notify the lessee of this program.

Can we Assist you further?

If you need further assistance, see the Service Manager at your dealership.

If you have questions or concerns, please contact the Ford Customer Relationship Centre at 1-888-222-7814 and one of our representatives will be happy to assist you. For the hearing impaired call 1-888-658-6805 (TDD). Please have your vehicle's identification number ready for our representative when you call.

As part of the Ford community, we appreciate your attention to this important matter and your continued loyalty.

National Service Operations
FORD MOTOR COMPANY OF CANADA, Limited



Ford Motor Company of Canada, Limited
Ford du Canada Limitée

P.O. Box 2000
Oakville, Ontario
L6K 0C8




10000223



This is Exhibit "N" referred to in the
affidavit of GLENN BRANDYS August 9, 2016

sworn before me, this 13th
day of April, 20 17


A commissioner for taking affidavits

VIN: 
2015 Focus

14M02

At Ford Motor Company of Canada, Limited (Ford), we are not only committed to building high quality, dependable products, but also building a community of happy, satisfied customers. To demonstrate that commitment, we are sending you this notice and providing a no-charge Customer Satisfaction Program for your vehicle with the VIN shown above.

Why are you receiving this notice?

For your peace of mind, Ford is extending the warranty coverage on the transmission control module (TCM). This increases the TCM warranty coverage to a total of 10 years or 240,000 kilometres from the warranty start date, whichever occurs first.

NOTE: Your vehicle may exhibit symptoms of intermittent loss of transmission engagement while driving, no-start, or lack of power, usually accompanied by an illuminated Service Engine Soon indicator on the instrument cluster.



Service Engine Soon Indicator

If your vehicle has already exceeded either time or distance limits listed above, this extended warranty coverage will last through June 30, 2017. Coverage is automatically transferred to subsequent owners.

What will Ford and your dealer do?

If your vehicle's TCM requires replacement and your vehicle is within the indicated time/distance limitations, Ford has authorized your dealer to replace the TCM free of charge (parts and labour).

How long will it take?

If the TCM requires replacement, the time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Additional time may be required to allow the engine to cool prior to performing this repair.

What should you do?

You do not need to return to your dealer for this repair unless your vehicle exhibits intermittent loss of transmission engagement while driving, no-start, lack of power, or an illuminated Service Engine Soon indicator. Please keep this letter as a reminder of the extended warranty coverage for your TCM. If your TCM requires replacement, and your vehicle is within the indicated time/distance limitations, contact your dealer for a service date. Provide the dealer with the VIN of your vehicle and request a service date for Customer Satisfaction Program 14M02. The VIN is printed near your name at the beginning of this letter. Your dealer will replace the part at no charge. If you do not already have a servicing dealer, you can access <http://www.ford.ca> for dealer addresses, maps, and driving instructions.

What if you no longer own this vehicle?

You received this notice because our records indicate that you are the current owner. If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner. If you have leased this vehicle to another person or organization, please immediately notify the lessee of this program.

Can we Assist you further?

If you require further assistance in getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager.

If you still have concerns, please contact the Ford Customer Relationship Centre at 1-888-222-7814 and one of our representatives will be happy to assist you. For the hearing impaired call 1-888-658-6805 (TDD). Please have your vehicle's identification number ready for our representative when you call.

Thank you for your attention to this important matter.

National Service Operations
FORD MOTOR COMPANY OF CANADA, Limited



Ford Motor Company of Canada, Limited
Ford du Canada Limitée.

P.O. Box 2000
Oakville, Ontario
L6K 0C8



Le 9 août 2016

NIV: [REDACTED] 14M02
Focus 2015

Chez Ford du Canada Limitée (Ford), nous ne nous engageons pas seulement à construire des véhicules fiables et de grande qualité, mais aussi à bâtir une communauté de clients satisfaits et heureux. Afin de vous démontrer cet engagement, nous vous faisons parvenir cet avis et vous offrons des programmes de satisfaction de la clientèle sans frais pour le véhicule portant le numéro d'identification indiqué ci-dessus.

Pourquoi recevez-vous cet avis?

Pour votre tranquillité d'esprit, Ford prolonge la période de couverture du module de commande de la boîte de vitesses (TCM). La couverture du module TCM est maintenant de 10 ans ou 240 000 kilomètres à partir de la date d'entrée en vigueur de la garantie, selon le premier terme atteint.

REMARQUE : Votre véhicule peut présenter des symptômes intermittents de perte d'engagement de la boîte de vitesses pendant la conduite, de démarrage impossible ou de manque de puissance. Il est aussi possible qu'un témoin d'anomalie du moteur s'allume sur le tableau de bord.



Témoin d'anomalie du moteur

Si votre véhicule dépasse déjà la limite de temps ou de distance, cette couverture de garantie prolongée sera en vigueur jusqu'au 30 juin 2017. Cette couverture est transférée automatiquement aux propriétaires subséquents du véhicule.

Que feront Ford et votre concessionnaire?

Si le remplacement du module TCM est requis et que votre véhicule respecte les limites de temps et de kilométrage allouées, Ford a autorisé votre concessionnaire à remplacer le module TCM, et ce, sans frais (pièces et main-d'œuvre).

Combien de temps cela prendra-t-il?

Si le module TCM doit être remplacé, il faudra moins d'une demi-journée pour effectuer cette réparation. Cependant, compte tenu de la planification des travaux dans son atelier, le concessionnaire devra peut-être conserver votre véhicule plus longtemps. Des délais supplémentaires peuvent être requis pour permettre au moteur de refroidir avant d'effectuer cette réparation.

Que devriez-vous faire?

Vous n'avez pas besoin de faire appel à votre concessionnaire pour cette réparation, sauf si votre véhicule présente des symptômes intermittents de perte d'engagement de la boîte de vitesses pendant la conduite, de démarrage impossible, de manque de puissance ou qu'un témoin d'anomalie du moteur s'allume sur le tableau de bord. Veuillez conserver cette lettre à titre de rappel de la couverture de garantie prolongée pour votre module TCM. Si le module TCM doit être remplacé et que les limites de temps et de kilométrage allouées sont respectées, communiquez avec votre concessionnaire pour fixer un rendez-vous. Donnez-lui votre numéro d'identification du véhicule (NIV) et demandez un rendez-vous dans le cadre du programme de satisfaction de la clientèle 14M02. Le NIV est indiqué près de votre nom au début de cette lettre. Votre concessionnaire effectuera les réparations sans frais. Si vous ne faites pas déjà affaire avec un concessionnaire, vous pouvez visiter le <http://fr.ford.ca/> pour obtenir les adresses des concessionnaires les plus près de chez vous, les cartes routières et les directions à suivre pour vous y rendre.

Vous n'êtes plus propriétaire du véhicule?

Vous avez reçu cet avis parce que nos dossiers indiquent que vous êtes le propriétaire actuel du véhicule. Si vous n'êtes plus propriétaire du véhicule et connaissez l'adresse du nouveau propriétaire, veuillez lui faire parvenir cette lettre. Si vous avez loué ce véhicule à une autre personne ou société, veuillez informer le locataire de ces programmes sur-le-champ.

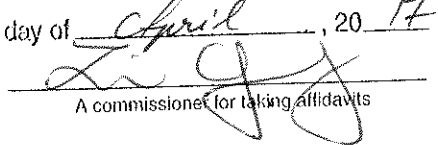
Pouvons-nous vous aider?

Si vous avez besoin d'aide pour faire réparer votre véhicule rapidement et sans frais, veuillez communiquer avec le directeur du service technique de votre concessionnaire.

Si vous avez des questions, n'hésitez pas à communiquer avec le Centre de relations avec la clientèle Ford au 1 888 222-7814. L'un de nos représentants sera heureux de vous aider. Les personnes malentendantes sont priées de composer le 1 888 658-6805 (ATS). Avant d'appeler, assurez-vous d'avoir votre NIV à portée de la main.

Nous vous remercions de bien vouloir donner suite à la présente.

Opérations nationales, Service après-vente
FORD DU CANADA LIMITÉE

This is Exhibit "0" referred to in the
 affidavit of GLENN BRANDYS
 sworn before me, this 13th
 day of April, 20 17

 A commissioner for taking affidavits

The New York Times

Wheels

The Nuts and Bolts of Whatever Moves You

Transmission Woes Addressed by Ford, but Too Late for Consumer Reports

By Christopher Jensen October 26, 2011 10:40 am

11:29 a.m. | Updated

In an effort to improve the performance of the 6-speed dual-clutch transmission in its 2011 Fiesta and 2012 Focus, Ford has issued several technical service bulletins over the last two months.

The brand's PowerShift transmission was cited by Consumer Reports on Tuesday as a reason for the automaker's decline in the magazine's annual reliability survey.

The transmission has been criticized for being slow to respond in city driving and for displaying a lethargy that suggested the engine would stall. It behaves better at highway speeds.

"It is quite a challenge to deliver something that is very, very fuel efficient and yet feels just like a conventional automatic, and there are some balances and some tradeoffs that we make," said Greg Burgess, a Ford engineer, in The Times's review of the Focus, which made note of the transmission's shortcomings.

In a technical service bulletin dated Sept. 13, the automaker informed dealers that some 2012 Focuses "may exhibit various automatic transmission and engine driveability concerns."

It went on to instruct the dealers how to reprogram the power train control module for “smoother accelerations, reduced hesitation, better low-speed driveability and improved shift scheduling.”

That bulletin addressed models built before Aug. 12. Richard Truett, a Ford spokesman, wrote in an e-mail that Ford had made the change to all new Focus models starting on that date, and that the alterations would not change the car’s Environmental Protection Agency fuel economy ratings.

Another bulletin dated Sept. 2 advised dealers to reprogram the module on the 2011 Fiesta if consumers complained about “hesitation when accelerating from a low speed after coast down, harsh or late 1-2 upshift, harsh shifting during low-speed tip-in or tip-out maneuvers and/or engine r.p.m. flare when coasting to a stop.”

Consumer Reports also noted complaints from owners relating to the MyFord Touch control system. During the last year, Ford has issued several technical service bulletins to solve problems ranging from calling the wrong phone number to “intermittent touch screen inoperable conditions.”

START DOWNLOAD

3 Steps to Fast Maps & Directions

- 1) Click 'Start Download'
- 2) Free Access - No Sign up!
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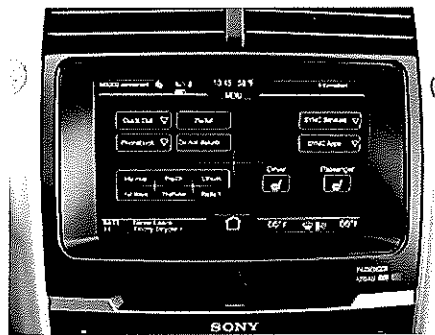


Joann Muller Forbes Staff

I write about industrial innovation and the global auto industry

6/19/2012 @ 3:48PM | 10,004 views

Ford's Pre-emptive Strike Against J.D. Power Quality Study



Ford made MyFord Touch system easier (Photo credit: Wikipedia)

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Downtown Ford
Toronto, ON

Ford Motor invited me and a handful of automotive journalists to a lunch meeting today with Jim Farley, Ford's group vice president of global marketing, sales and service, ostensibly to talk about changing consumer attitudes. "The world is getting smaller, faster and more connected," the invitation read. "Our tastes and expectations are merging as innovation and technology shape our world." Farley, it said, "will discuss how the convergence of global tastes and preferences is reshaping consumer perceptions of brands and quality."

It sounded kind of interesting, especially since Ford has built its strategy around the idea that it doesn't need different cars for different global markets. There is only "one Ford" as chief executive Alan Mulally likes to say.

But five minutes into Farley's presentation, I realized there was a different purpose altogether. Ford wanted to head off Wednesday's release of

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Gillette MACH3

FEELS BETTER THAN A NEW DISPOSABLE*, EVEN AFTER 10 SHAVES

*VS. Gillette® Sensor® 2

the annual Initial Quality Study by J.D. Power & Associates, in which it apparently won't do so well for the second year in a row.

You might recall that one of the headlines out of last year's IQS study was that Ford had stubbed its toe badly on quality in 2011. After ranking 5th in initial quality in 2010 (tops among non-luxury brands), Ford fell to 23rd last year. It had 116 problems per 100 vehicles, up from 93 in 2010 and worse than the industry average of 107 owner-reported problems. J.D. Power identified two specific owner complaints: the complexity of the MyFord Touch communications system and a sluggish dual-clutch transmission on the Ford Fiesta and Focus.

Farley wanted us to know that since it has fixed those problems, Ford's own research shows that customer satisfaction has risen nicely — although not in time to show up on the J.D. Power study.

In March, for instance, Ford mailed a USB memory stick containing a MyFord Touch software upgrade to 377,000 customers. Since then, 89 percent have installed the upgrade (70 percent did it themselves, without help from a dealer). Among those who installed the upgrade, customer satisfaction went up 25 percentage points, Farley said.

Ford also gave the Fiesta's transmission a software upgrade last year, and company data suggests customers are much happier now with the feel of the transmission, he said. That will probably be reflected in J.D. Power's survey, he said, although a similar transmission fix on the Focus came too late to count for this year's survey. "The dramatic improvement for us will be in the third quarter (with Ford's internal research) and hopefully, in next year's IQS survey," said Bennie Fowler, Ford's vice president of quality.

J.D. Power's Initial Quality Study is based on results from about 75,000 people surveyed 90 days after they buy or lease a new car or truck. The survey is typically conducted in March, April and May for new-model-year cars purchased in December through February.

I suppose it's a good bit of PR on Ford's part to explain ahead of time why it might not fare so well in the widely-cited J.D. Power study. Farley

said Ford is "very confident" in its bet on technology. "Whoever gets technology right will have a huge advantage" over the competition, he said.

But let's face it: vehicle quality among all brands has been improving steadily, and the gaps that used to exist between foreign and domestic carmakers just aren't there anymore. Instead of just measuring stuff that breaks, J.D. Power now captures complaints in two distinct categories: design-related problems and defects and malfunctions. (That's how the Hummer got slammed on "quality" a few years back: people complained it got lousy gas mileage. Duh.) Sometimes, I think J.D. Power is splitting hairs when it tries to find measurable differences in quality, but, I guess that's one of the ways the consulting company make money.

The Initial Quality Study is the industry benchmark for new-vehicle quality, however, and it's used by manufacturers to help them design and build better models. Quality during the first 90 days of ownership has been a pretty good indicator of long-term durability, too, which of course, impacts consumer purchase decisions.

In any case, Ford must think it's pretty credible, or they wouldn't have asked us to lunch.

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Investigation finds hundreds of complaints about Ford transmissions

Dozens of lawsuits filed over Focus, Fiesta

Updated: 6:48 PM EST Feb 6, 2014

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Paul Van Osdol

Investigative Reporter

PITTSBURGH —

Their new cars shudder, jerk and slip out of gear. And they say they cannot get the problem fixed.

A Channel 4 Action News investigation found hundreds of people around the country saying transmissions on some recent-model Ford sedans are a safety concern.

VIDEO: Watch Paul Van Osdol's report

This is an issue that first showed up in 2011 when Ford redesigned the transmission on the Focus and Fiesta. Ford tried to fix the problem but the complaints keep coming in. But the government has not ordered a recall.

For Pat Bittler of Mercer, driving can be an adventure full of surprises.

“It's like it doesn't want to shift and then that hesitation you feel and it'll kick in,” she said.

This is after Bittler took her 2012 Ford Focus back to the dealer multiple times, all for complaints about the transmission. At first, it was having problems shifting at lower speeds.

“It wasn't shifting. It wouldn't go. It would literally bog down,” she said.

Now, she says that has been fixed, but she still has problems at higher speeds. It's bad enough that she is afraid to take the car on long trips.

“My biggest fear is that this car's not safe,” she said.

That's why she filed a lemon law complaint against Ford. **(Click here to read more about lemon law protection)**

She has plenty of company. WTAE checked court records and found 36 lawsuits filed in just the past seven months, alleging defective transmissions on the Focus or the Fiesta. And this is just in Allegheny County.

Attorney Zachary Kappel's firm, Kimmel & Silverman, has filed more than 100 lemon law suits about Ford transmissions on behalf of clients in Pennsylvania, including Bittler.

"It is a very serious problem and a serious safety concern for many of these consumers," Kappel said.

Court records reveal many of those concerns mirror Bittler's. Complaints include a shaking or grinding noise; the vehicle hesitating and vibrating; a noise in the transmission; and the transmission not shifting properly.

"Banging, jumping, slipping, skipping and it's become an issue that's now affected the drivability and safety of the vehicles," Kappel said.

Hundreds of complaints about the Ford transmissions have been filed with the **National Highway Traffic Safety Administration**. Some cases involved crashes.

In one case, a Focus took off in a lurch, the driver lost control and then hit two cars and tore down a fence.

In another case, the car accelerated rapidly and crashed into a cement wall.

Reporter Paul Van Osdol tried calling and emailing Ford. The company refused to do an on-camera interview but instead sent a statement that says in part: "Ford's PowerShift automated-manual transmission uses an advanced configuration that provides exceptional powertrain efficiency, along with a potential for unique shift-feel compared to conventional automatics. We take customer concerns seriously, and are committed to investigating those concerns and responding to our customers."

Bill Visnic, senior editor at Edmunds.com, says the Ford transmission is basically a hybrid of an automatic and a manual, aimed at improving gas mileage.

"In a dual-clutch, automated-manual sometimes you do feel those shifts and you do feel a little bit of roughness and maybe jerkiness because you're just going directly from one gear to another," he said.

Like a manual transmission, it's trickier on hills, which may explain why Pittsburgh drivers have had a tougher time with it. Some drivers have complained their cars roll backward when

they're stopped on a hill.

“I do think roll-back has been one of the biggest problems with this transmission. It's a very,very difficult thing,” Visnic said.

He said Ford has improved the transmission in the last two years and it's issued technical service bulletins to help dealers make it shift more smoothly. But some drivers may never be satisfied.

“To them a fix means it's going to be just like the automatic transmission in my brother's Buick and it's not. And it's never going to be,” Visnic said.

Tracey Shearer of Hopewell has had problems with her Focus transmission ever since she bought the car last year.

“It's like a weird grinding, crunching sound, like the shuddering of the engine when it was going through first and second gear phase,” she said.

She also said the car occasionally jolts forward when shifting at low gear. She took the car back to the dealer multiple times but they kept telling her it was normal.

“When I bought the car I didn't sign up to have a car that made weird noises,” she said.

So she filed a lemon law complaint against Ford. She says the company needs to be held accountable.


“Obviously I'm afraid of rear ending someone,” she said.

The National Highway Traffic Safety Administration has not ordered a recall of these transmissions. The agency declined to say why. A spokesman said NHTSA carefully reviews all consumer complaints and investigates when the data warrants.

Cars

Your Next Vehicle Is More Likely To Have A CVT: Here's Why

By Bengt Halvorson | HighGearMedia.com May 27, 2014

This is Exhibit "R" referred to in the affidavit of GLENN BEANDYS sworn before me, this 13th day of April, 2017

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Like it or not: Nearly every new vehicle—we're talking around 95 percent—has an automatic transmission of some sort. And manual transmissions are rare today, except among a few performance-oriented models.

That's the obvious. What might not be so apparent to new-car shoppers is that the portion of vehicles with automatic transmissions—or at least automatics as we know them—is falling, too. And because of what's replacing them, you, as a smart shopper, should understand the differences so that you get the right kind of running gear to meet your expectations.

So-called conventional hydraulic automatic transmissions, typically today with five to nine dedicated speeds (gears), aren't going away anytime soon; but two other alternate designs, dual-clutch gearboxes and continuously variable automatic transmissions (CVTs), both claim improvements in both performance and fuel efficiency. And one of them—the CVT—is gaining traction in the market at a far faster rate.

Both of these newer types boast some pretty pronounced advantages in mechanical simplicity over those conventional automatics, with their multitude of gears, solenoids, and hydraulic valving (they're often the single most expensive component in a vehicle, before the engine in many instances).

Both simple in design, but potentially flawed in delivery

The idea behind CVTs is easy to understand: a heavy-duty drive belt (or chain) runs within a grooved pulley system with hydraulic actuators allowing the affective ratio to be infinitely varied within a range of ratios, seamlessly.

As for dual-clutch gearboxes, there are two separate automated manual gearboxes, each with its own clutch, but one containing the odd gears and the other the even ones. So, for instance, as you're accelerating, each respective gearbox readies the next gear up.

Both of these transmissions are quite simple in theory and elegant in layout, but there are some hurdles in the execution; and getting them right—and getting them to effectively be what we expect an automatic transmission to be—depends tremendously

on calibration, software, and tuning.

And their flaws are completely different, which makes them each well-suited for some kinds of cars and ill-suited to others:

Dual-clutch automatics tend to offer snappy, coordinated shifts when you're driving quickly—and a little more driving enjoyment than a typical automatic—but at low speeds they're often not very well coordinated.

Continuously variable automatic transmissions (CVTs)—often considered the uninspiring alternatives—keep the engine in its sweet spot for acceleration (or fuel-efficiency) but often to the detriment of noise and vibration, leading to complaints of a disconnected, 'motorboating' feeling when accelerating—in which the note of the engine isn't connected to a sensation of speed. At their worst, CVT transmissions can feel sluggish, or as if something is uncertain or slipping.

CVTs at ten percent and growing

Among new vehicles with automatic transmissions, more than ten percent now have CVTs, and that percentage is growing each model year. That's because it's not just niche models; top-selling models like the Toyota Corolla, Honda Accord, and Honda Civic now have CVTs on their most popular models, as do family mainstays like the Subaru Outback and Forester.

“CVTs have proven that they work much better on mainstream vehicles,” said Jake Fisher, director of auto testing for Consumer Reports.

CVTs typically offer fuel-efficiency gains that are as big as those brought by eight- and nine-speed automatics, yet they cost less. That's part of the reason why Nissan—and CEO Carlos Ghosn—pursued them as a long-term commitment back when they were an unpopular option that few other automakers embraced in a big way.

It hasn't exactly been a smooth road, either. Chrysler and Ford both tried CVTs in many of their vehicles, then backed away, with consumer acceptance part of it.

That commitment has proven a mixed bag over time for Nissan. The automaker has had some quality concerns and issues with perception for its CVTs, and most recently, Consumer Reports has seen some issues with the JATCO transmission in the Altima. “We currently don't recommend the Altima,” said Fisher, “And reliability—and the CVT—is part of it.”

Fisher thinks that CVTs are at a natural disadvantage against the latest and best automatic transmissions, and that it's mostly a perception issue, not an issue of performance.

CVTs rationally better, but lacking the driver connection

“With anything that follows fixed ratios, you have the direct connection,” he explained, and that makes the driver feel more satisfied and in control. “Across the board we've seen this—that the CVT improves fuel-efficiency, decreases satisfaction,” said Fisher.

And a number of automakers are finding ways to calibrate their CVTs in ways that restore that feeling of connectedness for the driver. For instance, recent CVTs in Honda, Subaru, and Toyota models will all 'catch' particular ratios during acceleration and follow them up the rev range—probably paying a very slightly penalty in efficiency or performance—in order to maintain more of a 'natural,' seat-of-the-pants feeling of acceleration.

Dissatisfaction with CVTs has, now and in the past, been less related to performance as it is to noise, Fisher says, and that's why some of the latest CVTs make slight sacrifices in performance in order to provide a more satisfying sound. The transmission in the Honda Accord is especially fairly impressive for that, he notes. "And really it's a small price to pay for better noise characteristics."

But there's no substitute for a set, predictable ratio that you can lock in, when you're on a mountain road, a steady downhill grade, or even a racetrack situation. "Clearly the manufacturers hear this, and that's why they're putting in fake ratios which, ironically, hurt performance," said Fisher.

In the 2015 Subaru WRX, for instance you can tap into eight simulated ratios in a dedicated mode, while the Nissan Juke has a similar feature; and even the 2014 Toyota Corolla S offers seven 'speeds.'

There are plenty of indications that all the effort is working with consumers—to the extent that some owners might not even know they have one.

"In our latest Vehicle APEAL Study (2013 MY), owners with CVTs reported virtually the same satisfaction levels as owners with manuals or traditional automatics," commented David Sargent, J.D. Power's vice president, global automotive. The APEAL study examines what consumers like about their new vehicle after 90 days of ownership.

Maintenance: where traditional automatics still have the advantage

Although CVTs might offer a cost advantage to the automaker, and help keep sticker prices down, they're not necessarily lower in upkeep to the owner. At a time when many conventional automatic transmissions are sealed and essentially maintenance-free for 100,000, or more in some cases, many CVTs might require rather costly fluid changes—which can also quickly erase any money saved on a slightly fuel-economy advantage.

But much of the data shows that CVTs are leaving owners satisfied. In J.D. Power's latest Vehicle Dependability Study (VDS), which goes back three model years (2011, in this case), CVT vehicles had the lowest rate of engine/transmission problems.

As for dual-clutch gearboxes, they're hardly maintenance-free either. For instance, VW's DSG still surprises owners with its requirement for fluid and filter changes at 30,000-mile intervals—for several hundred dollars a pop.

The one-track mind of dual-clutch gearboxes

“There are clearly a lot of issues with dual-clutch gearboxes,” said Fisher. “We don’t see a lot of them in high-volume models, and there’s a reason for that.”

“We see a lot of vehicles with jerkiness,” especially at low speed, explained Fisher. “And as the clutch wears, you end up with these situations where there’s a non-linear power delivery.”

Fisher pointed out that you need only take a cursory look at federal (NHTSA) complaint data for certain models to get an idea of how commonly dual-clutch gearboxes are malfunctioning, or at the very least misunderstood.

Like CVTs, dual-clutch transmissions offer the potential for greater performance (by the stopwatch) and better fuel economy, compared to regular automatic transmissions, yet they sacrifice some drivability and general smoothness to get that.

Many of the dual-clutch gearboxes seem to be tuned for top performance, Fisher observes. “With all these, zero to 60, or quarter-mile, they’re flawless. It’s in the mall parking lot where they can be a disaster...in those extended drives, in transitions, where they’re on and off the gas.”

Ford has gradually improved the software controlling its PowerShift dual-clutch gearbox that’s used in the Focus and Fiesta—to the extent that it’s expected to renew its vows with them in next-generation versions. Chrysler, meanwhile, has been withdrawing from plans to put its DDCT dual-clutch gearbox in more U.S. vehicles; after a lukewarm reception, it’s only now offered in one trim level of the 2014 Dodge Dart (the Aero), and in the Fiat 500L.

“They’re having a hard time getting these smooth” for U.S. driving conditions, said Fisher. “It’s very confused in the 500L.”

CR recommends staying away from it, as well as from the Ford unit. “Although Ford has really worked hard to get it better,” Fisher said.

Myths versus reality

There’s no reason to believe that a CVT will be any less reliable than a conventional automatic, or have fewer trouble-free miles overall. That’s confirmed through Consumer Reports reliability data, which is based on on detailed responses from subscriber experiences with 1.1 million vehicles.

Longevity is another myth; with the exception of some early V-6/CVT combinations, which we shall refrain from mentioning here, there are no indications that CVTs have a shorter life cycle.

Of course, there are some indications that say otherwise. In J.D. Power’s VDS—again going back three model years—those owning vehicles with dual-clutch gearboxes report the highest satisfaction.

But it’s also hard to say that either CVTs or dual-clutch gearboxes are pushing the versatile, refined traditional automatic transmissions out of the market—especially at the premium end of the market. Fisher points to the ZF eight-speed automatic

transmission that's used in a number of luxury and performance-oriented cars as an example of just how good conventional automatics can get. Versus that, and some other newer multi-speed automatics, Fisher, argues, "I don't think you'd point to the CVT and say that it's superior, in terms of how it drives."

Are you sure you won't go manual?

The percentage of new vehicles sold with a manual transmission has fallen to around five percent—lower by some calculations. That change is easy to see, for anyone who remembers the greater number of manuals on lots just, say, 10 or 15 years ago.

Although CVTs, and even some dual-clutch gearboxes, get better EPA mileage ratings than manuals, a manual gearbox, driven properly, is still the transmission choice with the lowest cost over the long run, Fisher says.

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And while shifting it yourself is still in vogue for a certain kind of performance car, manual-shift versions of mainstream models—from cost-conscious sedans to rugged crossovers—continue to disappear from the market at what is (to us) an alarming rate. Meanwhile, there's no doubt that smartly tuned CVTs will be appearing in more new models.

So do you want a car with gears? Do you want to shift? Or would you rather not even care to notice most of the time? Just be aware that you have plenty of choice in that.

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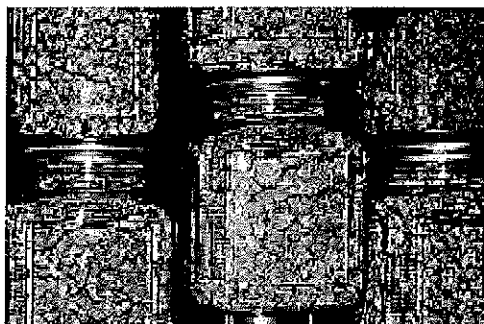
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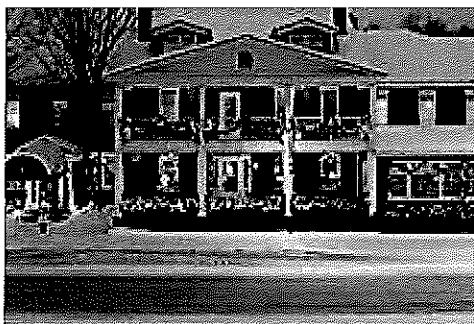
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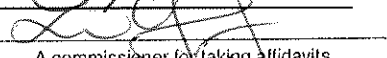
Car Reliability Is Hurt By Some New Technologies

Transmissions and infotainment systems knock down several brands

By Gordon Hard

Last updated: October 20, 2015

This is Exhibit "5" referred to in the affidavit of GLENN BRANDYS sworn before me, this 13th day of April, 2017


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While problematic car infotainment systems continue to be among the top issues reported by new car owners, Consumer Reports has identified an emerging trend of increased troubles with new transmission systems developed to improve fuel economy.

The recently launched Jeep Cherokee has had persistent problems with its nine-speed automatic transmission. Despite several rounds of software updates, complaints of rough shifting or getting stuck in one gear continue. The six-speed dual-clutch transmissions also created problems for the Dodge Dart and Fiat 500L.

Nine-speed automatic and eight-speed dual-clutch transmissions are responsible for many of the problems reported in the new Acura TLX—key toward knocking the brand into below-average reliability.

Even Nissan, which has been using continuously variable transmissions (CVT) for awhile, has been plagued by issues with the new CVT introduced on the redesigned Pathfinder and Altima.

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Jeep Cherokee

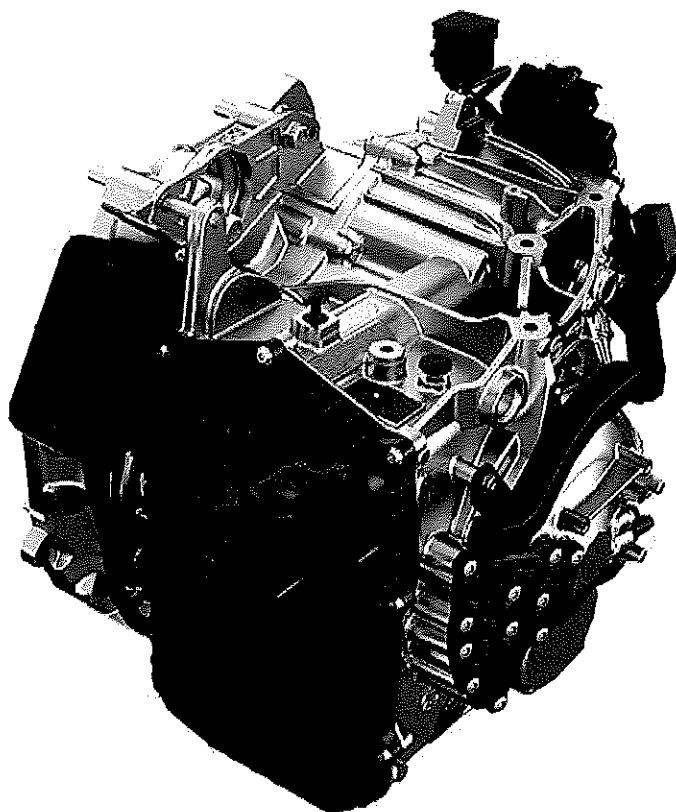
Ford's PowerShift six-speed automatic proved to have a small fuel savings over traditional manual transmissions when introduced on the 2011 [Fiesta](#) and redesigned 2012 [Focus](#). But they have brought reliability headaches since.

“We’ve seen a number of brands struggle with new transmission technology,” said Jake Fisher, Consumer Reports’ director of automotive testing. “Whether it’s a complex system such as a dual-clutch gearbox, a continuously variable transmission, or one with eight or nine speeds. Many vehicles require repair and replacements because of rough shifting among the gears and slipping CVT belts.”

Not that all new-generation transmissions are troublesome. Audi and BMW have shown solid reliability from their respective eight-speed automatics for awhile, as well as Audi and VW with their shared dual-clutch technology. And the CVTs in Honda and Toyota hybrids have been strong performers.

Then there are manufacturers, such as Mazda, whose Skyactiv engines get great fuel economy while using a traditional, reliable six-speed automatic transmission.

“It really depends on the diligence of the manufacturer,” Fisher said.



Acura TLX nine-speed automatic transmission

Infotainment Troubles Continue

Meanwhile, the number of complaints associated with infotainment systems has increased. Common issues include unresponsive or crashing touch screens, or a reluctance to pair a phone. AcuraLink, Cadillac's CUE, and Infiniti's InTouch systems have been particularly problematic.

A close look suggests that cars with in-car electronics issues usually have other troubles, too, such as build-quality issues, squeaks, and other noises.

Some manufacturers are improving. Updates to Ford and Lincoln's MyTouch systems have made them less troublesome year by year. Ford is replacing it with the Sync 3 system, so we'll have to wait until next year to find out if that system turns out to be trouble-free.

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Local woman joins class-action suit against Ford



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Published on: November 20, 2015 | Last Updated: November 20, 2015 9:29 PM EDT

Carly Hunt has Ford Fiesta problems

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An Amherstburg woman who fears her 2011 Ford Fiesta is unsafe to drive is part of a class-action lawsuit against Ford Motor Company over complaints about the vehicle's dual-clutch transmission.

Shortly after purchasing the vehicle nine months ago, Carly Hunt said she received a letter from Ford's customer satisfaction program, advising her to take the car in to repair the transmission.

4/12/2017

Local woman joins class-action suit against Ford | Windsor Star

The complimentary offer was in effect as long as the vehicle had accumulated no more than 160,000 kilometres. Hunt said she took the vehicle, which had more than 140,000 km on it, to Lally Southpoint Ford in Leamington.

"They installed new clutches," said Hunt. But her car was "still having issues, shuddering during acceleration and making weird sounds."

She returned to the dealership, which performed a software update on the vehicle. But the problems worsened, said Hunt. If she tried to make a left-hand turn, "the car would shudder and slow almost to a crawl."

Because the vehicle had exceeded 160,000 km and was no longer under warranty, Hunt was told she would have to foot the bill for further repairs, which would likely run in the hundreds of dollars.

Hunt refused.

"I feel like I'm in a shakedown," she said.



Carly Hunt is part of a class action lawsuit against Ford over recurring mechanical problems with her '11 Ford Fiesta November 19, 2015. *NICK BRANCACCIO / WINDSOR STAR*

Hunt said she purchased the vehicle, which had built up about 140,000 km, for \$7,000.

The lawsuit, launched by the Toronto firm of Charney Lawyers, seeks compensation of \$825 million for "a defect contained in the PowerShift dual-clutch transmission, which causes drivers of these vehicles to experience slips, kicking, jerking, harsh engagement, sudden acceleration, delay in downshifts, delayed accelerations, the inability to accelerate, difficulty stopping the vehicle, and difficulty climbing elevated grades."

The class action covers residents who purchased or leased a Ford Fiesta for the model years 2011 to date and a Ford Focus for the model years 2012 to date equipped with a PowerShift dual-clutch transmission.

The lawsuit estimated that more than 145,000 of the affected vehicles have been sold in Canada. A similar class action also has been filed in California and will be part of a joint effort with the Toronto lawsuit, said lawyer Ted Charney.

"The allegation is this problem has been going on with these vehicles for years now, and Ford hasn't been able to figure it out and the allegation is they're never going to figure it out," said Charney. "There's a significant safety concern, especially if you have to react in a quick way to an emergency situation."

The automaker has refused comment.

"Ford of Canada is aware that this matter has been filed in the Ontario Superior Court of Justice," Ford spokesman Matt Drennan-Scace said in an email Friday. "It would be inappropriate for us to discuss this matter while it is before the courts."

Ted Campbell, fixed operations manager of Lally's three area dealerships, said the warranty no longer applies to Hunt's car because it has exceeded 160,000 km.

"We understand her frustration," said Campbell. "There hasn't been any formal recall. It was a customer satisfaction program."

The dealership has offered to repair any further problems at a discount, he added. He also noted that Ford offers a \$1,500 incentive to customers who want to buy another vehicle.

"I contacted customer relations at Ford on the customer's behalf, but they have no extra programs available for this type of consideration."

Hunt, who juggles two jobs, said she can't afford to buy another car.

"It's definitely unsafe, and if I could afford to park it, I would," she said. "It's horrible to drive, but it's all I've got."

gmacaluso@windsorstar.com (mailto:gmacaluso@windsorstar.com)

Windsor Flyers



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Michelle Curtis · Accounting Clerk Permittee at IATSE 891

Has anyone found out how to be a part of lawsuit? I have had my 2011 since 2010 and am experiencing exactly the same issues. Today my transmission is shot and have appt Monday to have clutches replaced that I have waited 5 months for. Can't afford to buy new car so I keep endangering my family by driving

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Like · Reply · Nov 18, 2016 2:15pm



Frank Dmani · St. Clair College

I wonder what it could be that so far all the complaint comments on here are from women! hmmm! I have owned Ford for 3 years now and not a single issue! You just need to know what you are buying regardless if its Ford or GM or Chrysler or even import for that matter.

Like · Reply · 1 · Nov 21, 2015 8:03am



Sandra Witterick

I didn't expect to be buying a car that didn't operate properly. And you are lucky not to have a single issue. It's when you have the problem you find out how poor Ford Canada really is. This is my first and last Ford. In forty years of driving I have never had a car this bad.

Like · Reply · Apr 11, 2016 6:48am



Nikole Earland · Chilliwack, British Columbia

Sandra Witterick The car is a lemon the guy Frank probably lightly drives it to and from work. The Focus/Fiesta cars are lemons and he will be coming back and commenting when his vehicle shits the bed at 140,000k LOL

Like · Reply · Nov 18, 2016 2:19pm



Cheryl Pillon · Amherstburg, Ontario

Same issues with our Focus and we bought 2 at the same time. Very disappointed with how the dealership and Ford Canada handled our complaints and concerns.

Like · Reply · 2 · Nov 21, 2015 3:54am



Helen Redko · St. Clair College

I feel for her had a Fiesta Changed 3 transmissions finally got rid of it. Have Focus same problems

Like · Reply · 1 · Nov 24, 2015 5:36am



Nikole Earland · Chilliwack, British Columbia

I believe it what a hunk of crap they do not build good cars anymore and they wan us to trust their autonomous vehcles when they come out in 2024 they must be crazy!

Like · Reply · Nov 18, 2016 2:20pm



Claire Villemaire

When I purchased my car new in 2014 I told them what it was doing and it did not feel right. They sent me home with a two page letter on "Operating Characteristics" which all said it's normal operation. Now the following year it's been in the shop a few times. They are now telling me there is a problem and they wouldnt listen to me last year. GRRRRR. The car is unsafe to drive.

Like · Reply · 2 · Nov 21, 2015 9:08am

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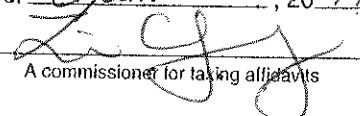
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This is Exhibit "V" referred to in the
 affidavit of GLENN BRANDYS
 sworn before me, this 13th
 day of April, 20 17

 A commissioner for taking affidavits

8
 9 Attorneys for Plaintiffs
 10 *[Additional Counsel Listed on Signature Pages]*

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

13 OMAR VARGAS, ROBERT
 14 BERTONE, MICHELLE HARRIS, and
 15 SHARON HEBERLING individually,
 and on behalf of a class of similarly
 16 situated individuals,
 Plaintiffs,
 17
 v.
 18 FORD MOTOR COMPANY,
 19 Defendant.
 20
 21

Case No. CV12-08388 AB (FFMx)
 The Hon. André Birotte Jr.

**PLAINTIFFS' UNOPPOSED MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT**

Date: April 24, 2017
 Time: 10:00 a.m.
 Place: Courtroom 7B

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 24, 2017, at 10:00 a.m., in Courtroom
3 7B of the above-captioned Court, located at 350 West First Street, Los Angeles, CA
4 90012, the Honorable André Birotte Jr. presiding, Plaintiffs, on behalf of themselves and
5 all others similarly situated, will, and hereby do, move this Court to:

6 1. Preliminarily approve the settlement described in the Settlement
7 Agreement, attached as Exhibit 1 to the Declaration of Jordan L. Lurie;

8 2. Conditionally certify the Settlement Class;

9 3. Approve distribution of the proposed Notice of Class Action Settlement
10 and Claim Form to the Settlement Class;

11 4. Appoint Plaintiffs Omar Vargas, Michelle Harris, Sharon Heberling,
12 Robert Bertone, Kevin Klipfel, Andrea Klipfel, Maureen Cusick, Eric Dufour, Abigail
13 Fisher, Christi Groshong, Virginia Otte, Tonya Patze, Lindsay Schmidt, Patricia
14 Schwennker, Patricia Soltesiz, Joshua Bruno, Jason Porterfield, and Jamie Porterfield as
15 the Class Representatives;

16 5. Appoint Capstone Law APC as Lead Class Counsel and Berger &
17 Montague and Zimmerman Law Offices P.C. as Class Counsel;

18 6. Appoint Kurtzman Carson Consultants (“KCC”), as the Claims
19 Administrator; and

20 7. Set a hearing date and briefing schedule for final settlement approval and
21 Plaintiffs’ fee and expense application.

22 This Motion, unopposed by Ford, is based upon: (1) this Notice of Motion and
23 Motion; (2) the Memorandum of Points and Authorities in Support of Motion for
24 Preliminary Approval of Class Action Settlement; (3) the Declarations of Jordan L.
25 Lurie, Russell D. Paul, and Thomas A. Zimmerman, Jr.; (4) the Settlement Agreement
26 and attached exhibits thereto; (5) the [Proposed] Order Granting Preliminary Approval
27 of Class Action Settlement; (6) the records, pleadings, and papers filed in this action; and
28

1 (7) such other documentary and oral evidence or argument as may be presented to the
2 Court at or prior to the hearing of this Motion.

3
4 Dated: March 24, 2017

Respectfully submitted,

5
6 By: */s/ Jordan Lurie*

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1 **I. INTRODUCTION**

2 After nearly four years of litigation, including over a year of intensive and
3 protracted settlement negotiations, the Parties have resolved this consumer class action
4 on behalf of owners and lessees of the 2011-2016 Ford Fiesta and 2012-2016 Ford
5 Focus vehicles (“Class Vehicles”).¹ As detailed below, the Settlement provides Class
6 Members with a range of available remedies, including cash payments and
7 reimbursements, credits towards the purchase of new vehicles, and the repurchase of
8 Class Vehicles through a streamlined Arbitration process that allows claims to be
9 submitted for up to six years from the date of original sale.

10 Class Members will be notified of the proposed Settlement and its benefits
11 through a direct mailing to each Class Member, a long-form notice published on the
12 Settlement website, and publication notice.² The Settlement website also shall maintain
13 all Settlement documents for review by Class Members.

14 Because the Settlement is fair, adequate, and reasonable, Plaintiffs respectfully
15 request that it be preliminarily approved.

16 **II. SUMMARY OF THE SETTLEMENT BENEFITS**

17 During the course of this hotly litigated action, thousands of Class Members
18 contacted Class Counsel to report that their Class Vehicles slip, buck, kick and/or jerk,
19 resulting in sudden or delayed acceleration—problems that echo Plaintiffs’³ allegations
20 against Defendant Ford Motor Company (“Ford”) in the Complaint.

21 Plaintiffs diligently investigated these claims, reviewing millions of documents

22
23 ¹ All capitalized terms herein are defined in the Settlement Agreement attached
as Exhibit 1 to the Declaration of Jordan L. Lurie.

24 ² The three forms of class notices are attached to the Settlement Agreement as
25 Exhibits A, B, and C.

26 ³ Plaintiffs are Omar Vargas, Michelle Harris, Sharon Heberling, Robert
27 Bertone, Kevin Klipfel, Andrea Klipfel, Maureen Cusick, Eric Dufour, Abigail
28 Fisher, Christi Groshong, Virginia Otte, Tonya Patze, Lindsay Schmidt, Patricia
Schwennker, Patricia Soltesiz, Joshua Bruno, Jason Porterfield, and Jamie
Porterfield.

1 and cataloguing Class Members' experiences with the PowerShift dual clutch
2 transmission ("Transmission"). For its part, Ford denies any wrongdoing. Following
3 many months of negotiations, including three meetings in Boston with respected
4 mediator, Professor Eric D. Green, and several face-to-face meetings in Detroit, the
5 Parties have reached a Settlement that addresses Class Members' concerns and provides
6 them substantial relief. The proposed Settlement has several key components.

7 **First**, the Settlement entitles Class Members to substantial cash payments from
8 Ford for the inconvenience of taking their Class Vehicles to Ford Dealers for often
9 unsuccessful repairs, even where Class Members have incurred no out-of-pocket costs.
10 Following Plaintiffs' lawsuit, though Ford issued customer service programs providing
11 free repairs and warranty extensions to affected Class Members, the Class nonetheless
12 had to expend considerable time and energy in an attempt to remedy the alleged defect.
13 In very many cases, multiple software and hardware repairs were necessary, and, due to
14 parts' backlogs, Class Members often had to wait weeks, if not months, for repairs.

15 The Settlement provides Class Members with payments for two types of repairs.
16 Class Members with more serious problems—those who have three or more Service
17 Visits for a replacement of one of the primary Transmission parts ("Transmission
18 Hardware Replacement")⁴—will receive \$200 for the third Service Visit, with increasing
19 payments for each additional Service Visit. In lieu of cash, Class Members may elect to
20 receive a Vehicle Discount Certificate ("Certificate") toward the purchase of a Ford
21 vehicle for twice the cash value. Class Members may collect up to \$2,325 in total cash
22 payments or \$4,650 in Certificate value. With over 6,000,000 of the qualifying
23 replacement parts sold to dealers for the roughly 1,500,000 Class Vehicles, the Parties
24 expect that a substantial number of Class Members will qualify for this benefit.

25 Class Members who have had at least three Software Flashes performed by Ford
26

27 ⁴ The Transmission Hardware Replacement must have been performed within
28 7 years or 100,000 miles from the date of original sale and cannot be performed in
connection with a safety or non-safety Recall Program.

1 Dealers will receive \$50 starting with the third Software Flash, with an additional \$50
2 for each subsequent Software Flash, up to \$600 (or 12 flashes).⁵ Software Flashes are
3 exceedingly common. Accordingly, these cash payments will compensate a large
4 number of Class Members for the nuisance of repeated Service Visits.

5 **Second**, the Settlement provides that Class Members can expeditiously obtain
6 from Ford a repurchase of or a replacement for their defective Class Vehicles through a
7 Settlement-created private dispute resolution program (“Arbitration Program” or
8 “Program”), paid for by Ford. This Program will resolve the claims of each qualifying
9 Class Member, based on his or her state’s lemon law, in one or two months, compared to
10 a protracted lemon law action in court that would span a year or longer.

11 Aside from speed and efficiency, the Program protects Class Members’ rights
12 and, in many cases, expands them. The Arbitrator has authority to award a repurchase or
13 replacement under the claimant’s own state lemon law. A repurchase or replacement
14 may also be awarded through the Program’s default rules, which authorize a repurchase
15 or replacement if the Vehicle has had four visits for Transmission Hardware
16 Replacements within 5 years/60,000 miles and is still malfunctioning. For any Class
17 Member residing in a state with onerous lemon laws or other legal requirements for
18 repurchase, the Settlement provides remedies that would otherwise be unavailable.
19 Class Members will benefit from consumer-friendly rules in the Program that are not
20 available in court, including an extension of the statute of limitations to six (6) years (or
21 6 months from the Effective Date⁶ of the Settlement, whichever is later) for current

22 _____
23 ⁵ The Software Flashes must have been performed within 7 years or 100,000
24 miles from the date of delivery of the class vehicle to the first owner and cannot be
performed in connection with a safety or non-safety Recall Program.

25 ⁶ The “Effective Date” is defined as the first date after (1) the Court enters a
26 Final Order and Judgment approving the Settlement Agreement, substantially in the
27 form attached to the Settlement Agreement as Exhibit F, and (2) all appellate rights
28 with respect to said Final Order and Judgment, other than those related solely to any
award of attorneys’ fees, costs or incentive payments, have expired or been exhausted
in such a manner as to affirm the Final Order and Judgment. (Settlement Agreement
¶ I.R.)

1 owners or lessees, \$6,000 in attorneys' fees if they prevail (with Ford having no right to
2 be awarded attorneys' fees from the claimant), and the right to appeal to a second
3 arbitration panel staffed by JAMS arbitrators (with no corresponding appellate rights for
4 Ford). Further, unlike a claim brought before a state or federal court that is subject to *res*
5 *judicata*, Class Members may pursue arbitration through the Program even if they were
6 already denied a repurchase claim but their vehicle continues to malfunction, accruing
7 additional repairs.

8 **Third**, Class Members who believe they were either improperly charged for
9 repairs or denied repairs that should have been covered under Ford's New Vehicle
10 Limited Warranty can pursue these warranty claims in a more limited arbitration
11 ("Warranty Arbitration"). Ford will also cover the cost of the Warranty Arbitration, and
12 the Arbitrator is authorized to award to the prevailing Class Member reimbursement of
13 out-of-pocket costs, complimentary repair, or warranty extension by Ford.

14 **Fourth**, the Settlement provides full reimbursement to Class Members who
15 replaced a third clutch after having had two clutches replaced within the five
16 years/60,000 mile Powertrain Warranty for certain vehicles. The replacement clutch will
17 come with a 2-year warranty.

18 **Fifth**, Ford will provide dealers with language designed to make prospective
19 buyers aware of issues related to the unusual characteristics of the Transmission.

20 Together, these Settlement benefits compensate Class Members for the alleged
21 Transmission defect. Class Members already have benefitted from the warranty
22 extension and other services under the two customer service programs implemented by
23 Ford following the filing of this suit.⁷ However, without the Settlement, Class Members
24 would not be compensated for the inconvenience of taking their Vehicles in for multiple
25 Transmission repairs. And by creating a consumer-friendly resolution forum for Class
26

27 ⁷ These are the 14M01 and 14M02 Customer Service Programs, which were
28 implemented by Ford after the lawsuit but which Plaintiffs allege did not fully
remedy the problems alleged by Plaintiffs.

1 Members to initiate a repurchase of their vehicles, protecting and expanding Class
2 Members' rights while doing so, the Settlement helps Class Members who were most
3 affected by the alleged defect. Consumers with pending suits related to the Transmission
4 are automatically excluded from the Settlement but may opt-in, and personal injury and
5 property claims are not released.

6 The Settlement's benefits are particularly impressive in light of the considerable
7 risks faced by Plaintiffs if litigation continued, including the difficulties in certifying the
8 class on vehicle defects, prevailing at trial, and surviving an appeal. In particular, Class
9 Members benefit by the final resolution of this litigation and the opportunity to obtain a
10 repurchase before their claims get stale and their Vehicles lose all value.

11 In sum, the proposed settlement is fair, reasonable, and adequate. Accordingly,
12 the parties respectfully request that the Court enter an order (a) granting preliminary
13 approval of the Settlement, (b) certifying the proposed Settlement Class, (c) appointing
14 Plaintiffs as Class Representatives, (d) appointing Capstone Law APC ("Capstone") as
15 Lead Class Counsel and Berger & Montague P.C. and Zimmerman Law Offices P.C. as
16 Class Counsel, (e) approving the parties' proposed form and method of giving Class
17 Members notice of the proposed Settlement, and (f) setting a hearing date and briefing
18 schedule for final settlement approval and Plaintiffs' fee and expense application.

19 **III. FACTS AND PROCEDURE**

20 **A. Overview Of The Litigation**

21 On September 28, 2012, Plaintiff Omar Vargas filed the initial complaint in this
22 putative class action in the Central District of California against Defendant Ford Motor
23 Co., complaining of symptoms of the Transmission Defect, including lunging or jerking
24 forward when attempting to decelerate, hesitation, and jerking when attempting to
25 accelerate, akin to a slingshot effect. (Dkt. No. 1.) The Complaint alleged that the
26 Transmission, which Ford billed as a new type of transmission that combines the best
27 features of automatic and standard transmissions, causes Class Vehicles to slip, buck,
28 and jerk and to suffer sudden or delayed acceleration and delays in downshifts. Plaintiff

1 Vargas alleges that he began experiencing these types of Transmission problems with
2 his 2011 Ford Fiesta soon after his lease began and made multiple visits to Ford dealers
3 to have the Transmission repaired, to no avail.

4 The Complaint alleges that Ford knew that the Transmission was defective and
5 presented a safety hazard but did not disclose this information to its customers. The
6 Complaint seeks damages and injunctive relief against Ford for violating California
7 consumer protection laws, breach of express warranty, and breach of implied warranty
8 under the Song-Beverly Consumer Warranty Act.

9 The First Amended Complaint was filed on December 12, 2012, to add a claim
10 for damages. (Dkt. No. 24). The Second Amended Complaint was filed on August 30,
11 2013, to join additional plaintiffs Robert Bertone, Michelle Harris, and Sharon Heberling
12 and to add a claim for violation of Florida's consumers' laws. (Dkt. No. 57.)

13 Another suit alleging the same claims, *Klipfel v. Ford Motor Co.*, No. 15-
14 CVP0044, was first filed in San Luis Obispo Superior Court on February 20, 2015. Ford
15 then removed *Klipfel* to the Central District of California under the assigned case
16 number 2:14-cv-02140-AB (FFMx). Ford's motion to dismiss the *Klipfel* Plaintiffs'
17 claims was denied as moot after Plaintiffs filed a First Amended Complaint. (*Klipfel*
18 Dkt. No. 17.) The Parties later stipulated to consolidate the *Vargas* and *Klipfel* actions.
19 The stipulation was granted on December 2, 2015. (*Vargas* Dkt. No. 34.)

20 Ford instituted two Customer Satisfaction Programs, called 14M01 and 14M02,
21 during the pendency of the litigation. The 14M01 Program attempted to address the
22 problems Plaintiffs identified in this lawsuit by extending the warranty coverage for the
23 Transmission's input shafts, clutch, and software calibration in those Class Vehicles
24 manufactured prior to June 5, 2013. The 14M02 Program extended the warranty on the
25 Transmission Control Module to 10 years of service or 150,000 miles for specific 2011-
26 2015 Fiesta and 2012-2016 Focus vehicles. However, Plaintiffs allege that neither
27 program fully remedied the harm Class Members experienced.

28 Two additional actions alleging the same claims, *Cusick v. Ford Motor Company*,

1 Case No. 2:15-cv-08831-AB (C.D. Cal.), filed on November 12, 2015, and *Anderson v.*
2 *Ford Motor Co.*, No. 1:16-cv-01632 (N.D. Ill.), filed on April 21, 2016, were brought by
3 Ford consumers. *Cusick* was consolidated with the instant action on February 22, 2017
4 (*Vargas* Dkt. 52), and the First Amended Complaint in *Cusick*, filed on February 22,
5 2016, was deemed the “Operative Complaint” for settlement purposes.

6 **B. Plaintiffs’ Considerable Investigation And Discovery**

7 Both before and after these actions were filed, Plaintiffs thoroughly investigated
8 and litigated their claims, including conducting testing regarding the Transmission
9 defect, which allowed Plaintiffs’ counsel to evaluate Ford’s representations concerning
10 the alleged Transmission problems and repair solutions. (*See, e.g.*, Declaration of Jordan
11 L. Lurie [“Lurie Decl.”], ¶ 8.) Among other tasks, Plaintiffs’ Counsel fielded thousands
12 of inquiries from prospective Class Members and investigated many of their reported
13 claims. They consulted and retained automotive experts and researched publicly
14 available materials and information provided by the National Highway Traffic Safety
15 Administration (“NHTSA”) concerning consumer complaints about the Transmission.
16 They reviewed and researched consumer complaints and discussions of Transmission
17 problems in articles and forums online as well as various manuals and technical service
18 bulletins discussing the alleged defect. Finally, they conducted research into the various
19 causes of actions and other similar automotive actions. (*Id.*)

20 Plaintiffs also propounded discovery on Ford. (Lurie Decl. ¶ 9.) In response,
21 Ford produced over 1.5 million pages of documents as well as spreadsheets with
22 millions of lines of data, including owners’ manuals, maintenance and warranty
23 manuals, design documents (*e.g.*, technical drawings), VIN Decoders, technical service
24 bulletins, field reports, customer comments detail reports, warranty data, internal emails,
25 and emails between Ford and third parties regarding the Transmission. Furthermore,
26 Plaintiffs’ Counsel defended depositions of four (4) class representatives. (*Id.*)

27 Plaintiffs also obtained significant discovery from third-parties Getrag
28 Transmission Corporation (“Getrag”), and LuK USA LLC, LuK Clutch Systems, LLC

1 and LuK Transmission Systems, LLC. (collectively, “LuK”), the manufacturers and
2 suppliers of the Transmission and its clutches. Plaintiffs subpoenaed and received over
3 20,000 documents comprised of 117,000 pages from Getrag and nearly 10,000
4 documents comprised of over 36,000 pages from LuK. In addition, Plaintiffs took the
5 deposition of Getrag’s corporate representative. (Declaration of Russell D. Paul [“Paul
6 Decl.”] ¶¶ 7-10.)

7 In reviewing this discovery, including reviewing hundreds of thousands of pages
8 of email correspondence and databases containing millions of lines of data produced by
9 Ford, Plaintiffs identified information that was instrumental to the case and to Plaintiffs’
10 efforts during mediation (Lurie Decl. ¶ 10.) For example, Plaintiffs identified the “DPS6
11 Evidence Book (November 22, 2013),” a 166 page document compiled by Ford after the
12 original *Vargas* action was filed that catalogued the steps taken by Ford during the
13 Transmission’s development, manufacture, and implementation. (*Id.*)

14 Moreover, Plaintiffs identified topics for their Fed. R. Civ. P. 30(b)(6)
15 depositions, including Chris Kwasniewicz, the engineer Ford assigned to “problem
16 solve” the DPS6 Transmission, and Matt Fyie, a Design Analysis Engineer for
17 automatic transmissions. (Lurie Decl. ¶ 11.) Mr. Kwasniewicz’s deposition elicited
18 information about the DPS6’s design, its dual-clutch function, the manufacturing
19 processes of its various components, the problems it exhibited and their root causes,
20 changes to the clutch material, the input shaft seals, control software, and the customer
21 service programs and warranty extensions Ford initiated during the litigation. (*Id.*) Matt
22 Fyie’s deposition elicited information about the incidences of Transmission problems
23 and the number of replacement parts provided to the class. (*Id.*)

24 Lastly, in the course of litigation, thousands of Class Members contacted
25 Plaintiffs’ Counsel to report problems with their Class Vehicles. (Lurie Decl. ¶ 12.)
26 Plaintiffs’ Counsel logged each Class Member’s complaint in a database and developed
27 a plan for litigation and settlement based in part on Class Members’ reported experiences
28 with their Class Vehicles and with Ford dealers. (*Id.*)

1 **C. The Parties' Protracted Arms-Length Settlement Negotiations**

2 The proposed Settlement is the culmination of lengthy discussions between the
3 Parties, consultation with their experts, comprehensive discovery, and thorough analysis
4 of the pertinent facts and law at issue. (Lurie Decl. ¶ 13.) To facilitate settlement, the
5 Parties, on August 18, 2015, attended the first of a series of mediation sessions in
6 Boston, Massachusetts with one of the top mediators in the field, Professor Eric D.
7 Green of Resolutions LLC. (*Id.*) In advance of the mediation, the Parties submitted
8 detailed mediation briefs setting forth their positions. (*Id.*) The Parties were unable to
9 reach an agreement on all material terms of the proposed relief to the Class in this initial
10 mediation but agreed to engage in further negotiations with Prof. Green. (*Id.*)

11 In a subsequent mediation in Boston on May 6, 2016, the Parties made substantial
12 progress, and, with Prof. Green's continuing assistance, on June 2, 2016, were able to
13 agree to terms regarding relief for the Class. (Lurie Decl. ¶ 14.) After confirming the
14 terms for class relief, on June 9, 2016, the Parties participated in another mediation in
15 Boston with Prof. Green solely on the issue of attorneys' fees, costs, and incentive
16 awards, which they were ultimately able to resolve. (*Id.*) Plaintiffs and Class Counsel
17 took care to ensure that their interests aligned with those of the Class by negotiating
18 attorneys' fees only after the class relief had been settled. (*Id.*)

19 After completing the mediation, the Parties worked diligently to formalize this
20 complex, sweeping Settlement. Counsel for the Parties devoted considerable effort and
21 time to, *inter alia*, (a) refining and harmonizing the separate cash payment components
22 of the Settlement, (b) drafting the Arbitration Rules, (c) creating notices that would
23 clearly answer Class Members' questions regarding the Settlement, and (d) drafting the
24 final settlement and motion papers. (Lurie Decl. ¶ 15.)

25 During the Settlement negotiation process, dozens of Class Members have
26 continued to contact Plaintiffs' Counsel every week, inquiring about possible remedies
27 for the Transmission problems they continue to experience. (Lurie Decl. ¶ 16.)
28 Plaintiffs' Counsel continue to devote considerable time and resources to respond to

1 Class Member inquiries and have designed a plan to alert these Class Members, which
2 now number in the tens of thousands, to the benefits of the Settlement following
3 preliminary approval. (*Id.*)

4 **IV. MATERIAL TERMS OF THE PROPOSED CLASS ACTION**
5 **SETTLEMENT**

6 **A. The Proposed Settlement Class**

7 The Settlement Class consists of all current residents and entities, who, prior to
8 the Preliminary Approval date, purchased or leased a Class Vehicle, defined as any
9 2011-2016 model year Ford Fiesta or 2012-2016 model year Ford Focus equipped with
10 the Transmission that was sold by Ford in the United States of America and/or U.S.
11 Territories. (Settlement Agreement, ¶ I.L.)

12 The following are expressly excluded from the Settlement: (1) all owners or
13 lessees of Class Vehicles who have filed and served litigation against Ford alleging
14 problems with the Transmission in Class Vehicles that was pending as of the Notice
15 Date and who do not both dismiss their actions before final judgment and affirmatively
16 elect to opt-in to the Settlement;⁸ (2) Ford's officers, directors, employees, affiliates and
17 affiliates' officers, directors and employees; their distributors and distributors' officers,
18 directors, and employees; and Ford Dealers and Ford Dealers' officers and directors; (3)
19 judicial officers assigned to the Actions and their immediate family members, and any
20 judicial officers who may hear an appeal on this matter; (4) all entities and natural
21 persons who have previously executed and delivered to Ford releases of their claims
22 based on the Transmission; (5) all parties to litigation against Ford alleging problems
23 with the Transmission in Class Vehicles in which final judgment has been entered; and
24 (6) all those otherwise in the Class who timely and properly exclude themselves from the
25 Class as provided in this Settlement. (*Id.*)

26
27
28 ⁸ Excluding the Named Plaintiffs and the putative class in the *Anderson* case.

1 **B. Cash Payments or Vehicle Discount Certificates for Transmission**
 2 **Hardware Replacements**

3 The Settlement provides that Class Members who have had three or more Service
 4 Visits to authorized Ford dealers to replace qualifying Transmission Parts⁹ will be
 5 entitled to either a cash payment or a Certificate, valued at twice the amount of the cash
 6 payment, toward the purchase or lease of a Ford vehicle. (Settlement Agreement ¶ II.C.)
 7 The Transmission Hardware Replacement must have been performed within seven years
 8 of the date of the delivery of the Vehicle to the first retail customer or within 100,000
 9 miles, whichever comes first. The value of each cash payment or Certificate is based on
 10 the number of repair visits, with \$2,325 cash or \$4,650 Certificate value being the
 11 maximum amount payable. The full payment schedule is below:

| Number of Service Visits For Transmission Hardware Replacements | Cash Payment | Certificate Value |
|---|-----------------|----------------------|
| 3 | \$200 | \$400 |
| 4 | \$275 | \$550 |
| 5 | \$350 | \$700 |
| 6 | \$425 | \$850 |
| 7 | \$500 | \$1,000 |
| 8 | \$575 | \$1,150 |
| Total maximum | \$2,325 | \$4,650 |

20 The Settlement imposes no formal cut-off date for Class Members to qualify for
 21 benefits or to obtain additional benefits. (Settlement Agreement ¶ II.D.) So long as a
 22 Service Visit for a Transmission Hardware Replacement is made within the 7
 23 year/100,000 mile period and the Class Member timely files a claim, the Class Member
 24

25 ⁹ Transmission Parts are defined as the following parts for the Transmission:
 26 (1) 7B546 Disc Asy-Clutch; (2) 7Z369 Control Mod Trans (TCM); (3) 7052 Oil
 27 Seal-Trans Rear; (4) 7000 Transmission Asy-Aut; (5) 7C604 Motor-Frt Clutch; (6)
 28 7A508 Rod-CI/Slave Cyl Pus; (7) 6K301 Seal/RetC/Shft Oil; (8) 7060 Shaft/Bshg
 Asy-Out; (9) 7048 Seal-Input Shaft Oil; and/or (10) 7515 Lever Asy-Clutch Rel.
 These ten parts are the most common parts replaced on the Transmission.

1 will qualify for new or additional benefits. For example, a Class Member may qualify
2 for a \$200 payment even if her third Service Visit for a Transmission Hardware
3 Replacement takes place months after the Effective Date of the Settlement, provided that
4 her claim is made within 180 days of the Service Visit. Likewise, a Class Member who
5 received a \$200 payment (for the third Transmission Hardware Repair made prior to the
6 Effective Date) may receive a \$275 payment for a Transmission Hardware Replacement
7 performed after the Effective Date, provided that she submits her claim within 180 days
8 of that fourth Service Visit.

9 **C. Cash Payments for Software Flashes**

10 The Settlement provides that Class Members are also entitled to receive \$50 for
11 each Software Flash, starting with the third Software Flash, performed within the 7
12 years/100,000 miles period. (Settlement Agreement ¶ II.B.) Class Members may not
13 receive more than \$600 for Software Flash payments. As with the payments for the
14 Transmission Hardware Replacements, Class Members may continue to submit new or
15 additional claims so long as each qualifying Service Visit is made within the 7
16 year/100,000 mile period. (*Id.*, ¶ II.D.) Once Class Members have qualified for a
17 Transmission Hardware Replacement payment, they are no longer eligible for the
18 Software Flash payments.

19 **D. Arbitration Program for Repurchase**

20 The Settlement provides that Class Members are eligible to participate in the
21 Program, paid for by Ford, to seek the repurchase or replacement of their Class Vehicles.
22 (Settlement Agreement ¶ II.N.) This Program enhances Class Members' rights in
23 several ways. First, the Program resolves Class Members' lemon law claims quickly—
24 within two months rather than the year or more for a lemon law suit filed in court.

25 Second, for repurchase claims brought by current owners or lessees, the Program
26 extends the statute of limitations by preserving claims for six years from the date of
27 original sale or six months of the effective date of the Settlement, whichever is later.
28 (*Id.*, ¶ II.N.1.d.)

1 Third, Ford will pay a maximum of \$6,000 in attorneys' fees to a Class Member
2 who prevails in the Program. (*Id.*, ¶ II.N.1.h.)

3 Fourth, Class Members will have the opportunity to appeal an adverse decision to
4 a second arbitrator; however, any costs for an appeal must be advanced by the Class
5 Member, to be reimbursed by Ford if the Class Member prevails. (*Id.*, ¶ II.N.1.g.) Ford
6 does not have a corresponding right to appeal. The Arbitrator may not award civil
7 penalties or punitive damages, which are available in some jurisdictions, and Class
8 Members cannot appeal an adverse award to a court. (*Id.*, II.N.1.g & II.N.3.)

9 Fifth, even if a Class Member's first repurchase claim is denied, he or she may
10 pursue a second repurchase claim under the Program if his or her Class Vehicle has
11 subsequent qualifying Transmission repairs. (*Id.*, ¶ II.N.1.i.) And Class Members will
12 not be denied any opportunity to submit a Program repurchase claim even if a claim for
13 a buyback made prior to the Settlement was denied by an arbitrator with the Better
14 Business Bureau or other similar organization. (*Id.*)

15 Claims submitted to the Arbitration Program will be governed by the state law
16 applicable to each Class Member. (*Id.*, ¶ II.N.1.e.) The Arbitrator is authorized to grant
17 for all Class Members an award consistent with the claimant's state lemon law or
18 warranty law—including former owners and lessees of Class Vehicles. Importantly, for
19 current owners or lessees, the Settlement also authorizes the Arbitrator to award a
20 repurchase if four or more Transmission Hardware Replacements were performed and
21 the vehicle continues to malfunction, even if the applicable state law does not otherwise
22 authorize a repurchase under the claimant's circumstances. For a repurchase award
23 under this default rule, Ford will refund the actual amount that the Class Member paid
24 for the vehicle (excluding any modifications or additions after the vehicle's purchase or
25 lease), including finance charges, less a reasonable allowance for use. If the vehicle was
26 leased, Ford will refund to the Class Member payments made to the lending institution
27 or lessor plus net trade-in and cash down payment (excluding rebates, if any), less a
28 reasonable allowance for use. Class Members who sold or returned the Class Vehicle

1 may seek a repurchase if their states' lemon laws permit it *and* if the request for
2 Arbitration is filed before the expiration of the applicable state's statute of limitations for
3 the claim or 180 days after the Approval Date, whichever is earlier.

4 **E. Arbitration Program for Breach of New Vehicle Limited Warranty**

5 Class Members who have incurred out-of-pocket expenses for repairs they
6 believed were covered by Ford's New Vehicle Limited Warranty ("Warranty") or who
7 believe that a Ford dealer improperly denied Warranty repairs are eligible to pursue their
8 claims in a limited version of the Arbitration Program ("Warranty Arbitration").

9 (Settlement Agreement ¶ II.N.2.) Ford will pay the costs of each Warranty Arbitration.

10 The Arbitrator is authorized to award reimbursement, a complimentary repair, or an
11 extension of warranty by Ford. Ford will not be responsible for a claimant's attorneys'
12 fees incurred for the Warranty Arbitration.

13 **F. Reimbursement For Clutch Replacement**

14 The Settlement provides that Class Members who own or lease a Class Vehicle
15 manufactured after June 5, 2013, and had two clutches replaced during the 5-year/60,000
16 mile Powertrain Warranty are entitled to a third, complimentary clutch replacement (or
17 reimbursement for out-of-pocket costs for a clutch replacement) within 7 years/100,000
18 miles from delivery to the first retail customer.¹⁰ (Settlement Agreement ¶ II.G.) The
19 replacement clutch will be covered by a two-year warranty.

20 **G. A Consumer-Friendly Claims Process**

21 The claims process has been designed to minimize the burden on Class Members
22 while ensuring that only valid claims are paid.

23 **Standard Documentation.** The Settlement requires Class Members to supply
24 standard documentation to substantiate claims for each cash payment or Certificate.
25 (Settlement Agreement ¶ II.E.) In addition to providing information on the website's
26

27 ¹⁰ Customer Service Program 14M01 covers clutch replacements for Class
28 Vehicles manufactured before June 5, 2013. This benefit is available to Class
Members whose Class Vehicles were not covered by 14M01.

1 claim portal (a paper claim form will also be available to Class Members upon request),
2 Class Members need only provide a receipt or repair order containing standard
3 information, (*e.g.*, repair date, a description of the vehicle, the dealership or facility
4 where the work was performed, the vehicles' mileage at the time of repair, an itemized
5 list of parts and labor), along with proof of ownership and a sworn declaration attesting
6 to the authenticity of the documents provided. (*Id.*) Subsequent claims for cash
7 payments will have a reduced standard for proof. (*Id.* ¶ II.E.4.) For reimbursement of a
8 clutch replacement, Class Members will need to show proof of payment (common for
9 such claims) and a diagnostic from a Ford dealer showing that a clutch replacement was
10 necessary (provided as a matter of course). (*Id.* ¶ II.G.1-2.) This process imposes
11 minimal burdens on Class Members while satisfying the need for proof.

12 **Web Site Claims Portal.** Claims may be submitted through the Settlement
13 website immediately following Final Approval. A portal will walk Class Members
14 through a series of prompts with fields for Class Members to fill in. The site will
15 provide clear instructions, and the portal will permit Class Members to upload scanned
16 documents to support their claims.

17 **Timing and Continuing Duties to the Class.** Ford will pay a Claims
18 Administrator to process these claims expeditiously following Final Approval, including
19 reviewing all claims. (Settlement Agreement ¶ II.O.) Class Members who are entitled
20 to a cash payment or Certificate will be paid promptly following the claim submission or
21 after the Effective Date, whichever is later. (*Id.*)

22 The Claims Administrator's duties will continue for many years. As explained
23 above, so long as a Service Visit for a Transmission Hardware Replacement or Software
24 Flash is made within the 7-year/100,000 mile period, the Class Member will qualify for
25 benefits for Service Visits made after the Effective Date. For such claims, Class
26 Members will have up to 180 days from the qualifying repair to submit a claim.

27 Furthermore, the Settlement provides that Class Members have 30 days to cure
28 and resubmit a claim if the Claims Administrator rejects it due to missing information or

1 for some other reason where a cure is available.

2 **Arbitration.** The Arbitration Program is also streamlined. A Class Member
3 initiates the arbitration process by calling a dedicated phone number or by submitting a
4 form through the Settlement website that indicates his or her intent to arbitrate (Class
5 Members can obtain a paper claim form for submission upon request). (Settlement
6 Agreement ¶ II.N.1.) Ford will then have ten days to try to resolve the matter informally
7 with the Class Member.

8 Moreover, if the Class Member has had no more than three Transmission repair
9 attempts, Ford will have an opportunity to perform a single, additional repair at no cost
10 to the Class Member. If that additional repair does not immediately resolve the problem,
11 the Class Member may then proceed to Arbitration after the 10-day notice period.
12 (Settlement Agreement ¶ II.N.1.b.) Class Members who have had four or more repair
13 attempts on the Transmission by a Ford dealer or who have already sold or returned the
14 Class Vehicle may proceed directly to Arbitration after the 10-day Notice period. (*Id.*)

15 **H. The Proposed Notice to the Settlement Class**

16 Ford will pay for and the Claim Administrator will send a Short-Form Class
17 Notice, in the form approved by the Court, within 75 days of the Court's entry of the
18 Preliminary Approval Order. (Settlement Agreement ¶ III.C.) The Short-Form Class
19 Notice will be disseminated by direct mail following the Claims Administrator's running
20 the name of each potential Class Member, obtained through Ford and HIS Automotive
21 (formerly R.L. Polk), through the National Change of Address Database. The Parties
22 expect to reach most Class Members through the Short-Form Class Notice.

23 In addition, the Long-Form Class Notice will be published on a website
24 maintained by the Claims Administrator and can be mailed to any Class Member upon
25 request. (*Id.*) The Long-Form Class Notice provides a comprehensive summary of the
26 Settlement and answers to anticipated questions. Both the Long-Form Class Notice and
27 the website will instruct Class Members how and when to submit a Claim Form, opt-out,
28 or object. (*Id.*) The Claims Administrator will also arrange for the Publication Notice to

1 be published in *USA Today* by the day that the Claims Administrator completes the
2 mailing of Class Notices.

3 **I. Proposed Attorneys' Fees, Litigation Expenses, and Service Awards**

4 The Parties have negotiated sums for attorneys' fees, expenses, and service
5 awards separately, with the amount finally awarded by the Court not affecting the Class
6 benefits in any way. (*See* Settlement Agreement ¶ II.P.) Subject to Court approval, Ford
7 has agreed to pay Class Counsel's attorneys' fees and documented costs of a combined
8 sum up to \$8,856,600 on behalf of all Plaintiffs' Counsel. (*Id.*) Subject to Court
9 approval, Ford has also agreed to pay service awards to the named Class Representatives
10 for their efforts to secure relief on behalf of the Settlement Class, in the sum of between
11 \$1,000 and \$10,000 each, to be paid separately from the benefits to the Settlement Class.
12 (*Id.* ¶ II.Q.) Further details will be provided when Plaintiffs submit their application for
13 fees, costs, and service awards.

14 **V. ARGUMENT**

15 **A. The Court Should Grant Preliminary Approval of the Class**
16 **Settlement**

17 **1. The Standard for Preliminary Approval Has Been Met**

18 Class action settlements must be approved by the court, and notice of the
19 settlement must be provided to the class before the action can be dismissed. Fed. R. Civ.
20 P. 23(e)(1)(A). Court approval occurs in three steps: (1) preliminary approval of the
21 proposed settlement, including (if the class has not already been certified) conditional
22 certification of the class for settlement purposes; (2) notice to the class providing them an
23 opportunity to object or exclude themselves from the settlement; and (3) a final fairness
24 hearing concerning the fairness, adequacy, and reasonableness of the settlement. *See*
25 Fed. R. Civ. P. 23(e)(2); Manual for Complex Litigation § 21.632 (4th ed. 2004).

26 As a matter of policy, federal courts favor settlements, particularly in class
27 actions, where the costs, delays and risks of continued litigation might otherwise
28 overwhelm any potential benefit the class could hope to obtain. *See Class Plaintiffs v.*

1 *City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting the “strong policy that favors
2 settlements, particularly where complex class action litigation is concerned”).

3 As one court put it, “[t]he economics of litigation are such that pre-trial settlement may
4 be more advantageous for both sides than expending the time and resources inevitably
5 consumed in the trial process.” *Franklin v. Kaypro*, 884 F.2d 1222, 1225 (9th Cir.
6 1989). Thus, in reviewing class action settlements, the court should give “proper
7 deference to the private consensual decision of the parties.” *Hanlon v. Chrysler Corp.*,
8 150 F.3d 1011, 1027 (9th Cir. 1998).

9 At the preliminary approval stage, the Court first determines whether a class
10 exists. *Staton v. Boeing Company*, 327 F.3d 938, 952 (9th Cir. 2003). The Court makes
11 only a preliminary determination of the settlement’s fairness, reasonableness, and
12 adequacy, granting preliminary approval unless the settlement terms are so unacceptable
13 that a formal fairness hearing would be a waste of time. *See Manual for Complex*
14 *Litigation* § 21.632.

15 **2. The Settlement Is Entitled To A Presumption of Fairness**

16 In reviewing what is “otherwise a private consensual agreement negotiated
17 between the parties to a lawsuit,” the district court’s scrutiny should be “limited to the
18 extent necessary to reach a reasoned judgment that the agreement is not the product of
19 fraud or overreaching by, or collusion between, the negotiating parties and that the
20 settlement, taken as a whole, is fair, reasonable and adequate in all concerned.” *Officers*
21 *for Justice v. Civil Service Comm’n*, 668 F.3d 615, 625 (9th Cir. 1982).

22 A non-collusive settlement, negotiated with the involvement of a respected
23 mediator, is entitled to “a presumption of fairness.” *In re Toys “R” Us-Del., Inc.*
24 *FACTA Litig.*, 295 F.R.D. 438, 450 (C.D. Cal. 2014). The proposed Settlement is the
25 product of multiple mediations before one of the preeminent mediators in legal practice,
26 Eric D. Green. Professor Green is the co-author of the first textbook on alternative
27 dispute resolution and has successfully mediated many high stakes cases, including the
28 *United States v. Microsoft* antitrust case. *See Fleisher v. Phoenix Life Ins. Co.*, No. 11-

1 8405, 2015 WL 10847814, at *3 (S.D.N.Y. Sept. 9, 2015) (summarizing Prof. Green’s
2 impressive credentials). Through this experienced mediator’s guidance, the Parties
3 forcefully advocated their respective positions in arms’-length negotiations over many
4 months. (Lurie Decl. ¶¶ 13-14.) The Parties then reached a resolution for class relief
5 before conducting a separate mediation on attorneys’ fees and class representative
6 payments. (*Id.* ¶ 14.) Based on these factors, the Settlement is entitled to a presumption
7 of fairness.¹¹ See *In re Toys “R” Us-Del FACTA Litig.*, 295 F.R.D. at 450 (finding a
8 presumption of fairness where the settlement was reached following a mediation).

9 In addition, the Court may consider some or all of the following factors in
10 evaluating the reasonableness of a settlement: the extent of discovery completed and the
11 stage of proceedings; the strength of the plaintiff’s case and the risk, expense,
12 complexity, and likely duration of further litigation; the risk of maintaining class action
13 status throughout trial; the amount offered in settlement; and the experience and views of
14 counsel. See *Churchill Village v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). “Under
15 certain circumstances, one factor alone may prove determinative in finding sufficient
16 grounds for court approval.” *Nat’l Rural Telecom. Coop. v. DIRECTV, Inc.*, 221 F.R.D.
17 523, 525-526 (C.D. Cal. 2004).

18 **3. The Proposed Settlement Is Well Within the Range of**
19 **Reasonableness As The Class Relief Is Substantial And**
20 **Justified In Light of The Risks of Continued Litigation**

21 The proposed Settlement is well within the range of reasonableness, particularly
22 when compared to the likely outcome of prosecuting the action. In its evaluation, “the

23 ¹¹ See, e.g., *Halley v. Honeywell Int’l, Inc.*, No. 10-3345, 2016 WL 1682943, at
24 *12 (D.N.J. Apr. 26, 2016) (considering the participation of mediator Eric Green,
25 “whose background the Court has independently reviewed,” as an important factor in
26 approving a \$10 million settlement); *Fleisher*, 2015 WL 10847814, at *5 (finding
27 that “the extensive participation of an experienced mediator [Prof. Green] also
28 ‘reinforces that the Settlement Agreement is non-collusive’” in a case valued at over
\$100 million); *Maine State Ret. Sys. v. Countrywide Fin. Corp.*, No. 10-00302 MRP,
2013 WL 6577020, at *12 (C.D. Cal. Dec. 5, 2013) (naming Prof. Green as one
factor in finding presumption of fairness of a settlement valued at over \$500 million).

1 district court's determination is nothing more than an amalgam of delicate balancing,
2 gross approximations, and rough justice." *Officers for Justice*, 688 F.2d at 625 (internal
3 quotation omitted). Thus, there is "no single formula" to be applied, but the court may
4 presume that the parties' counsel and the mediator arrived at a reasonable range of
5 settlement by considering the plaintiffs' likelihood of recovery. *Rodriguez v. West Pub.*
6 *Corp.*, 463 F.3d 948, 965 (9th Cir. 2009).

7 This Settlement offers substantial benefits to Class Members, including cash
8 payments for multiple repair visits and an Arbitration Program that expands Class
9 Members' rights while providing an expeditious process for resolving their claims.
10 Plaintiffs expect that a substantial number of Class Members will qualify to receive cash
11 payments, which, to be clear, is not reimbursement for out-of-pocket expenses but
12 payment for the inconvenience of taking their vehicle for repairs covered under
13 warranty. The ability to obtain a repurchase under an expedited program with expanded
14 rights is also significant—and directly provides a remedy to Class Members harmed by
15 the alleged defect. *See Kearney v. Hyundai Motor Am.*, No. 09-1298-JST, 2013 U.S.
16 Dist. LEXIS 91636, *17 (C.D. Cal. June 28, 2013) (finding that the settlement benefits,
17 including the arbitration for repurchase if a complementary repair does not fix airbag
18 problem, is fair and reasonable).

19 When weighed against the risk of further litigation, the Settlement clearly falls
20 within the range of reasonableness. To be sure, while Plaintiffs believe that their case is
21 strong on the merits, Ford has raised a number of substantive defenses that present
22 serious risks to Plaintiffs' case. These defenses include, among others, that no
23 Transmission defect exists, or that, even if a defect existed, Plaintiffs would not be able
24 to show that it constitutes a safety concern. And Ford would likely have argued that
25 individual issues as to liability and damages would prevail over common issues.

26 As a threshold matter, the existence of a defect may not lead to legal liability
27 under federal or state statutes. *See, e.g., Smith v. Ford Motor Co.*, 749 F. Supp. 2d 980,
28 991-92 (N.D. Cal. 2010) (granting defendant's motion for summary judgment and

1 finding alleged ignition-lock defect not a safety risk), *aff'd*, 462 F. App'x 660 (9th Cir.
2 2011). Accordingly, Plaintiffs must meet a high burden to establish violations of state
3 and federal consumer protection and warranty statutes.

4 Second, Plaintiffs may well be unable to maintain class status through trial. Ford
5 contends that, as a result of changes in the manufacturing process, design and software,
6 there are multiple versions of the Transmissions, precluding the likelihood that one
7 common defect exists. (Lurie Decl. ¶ 27.) Had litigation continued, Ford would have
8 argued that the variations in the Transmission and in the defects also preclude class
9 certification of the consumer fraud claims for omission. In addition, Ford would have
10 argued that, among other individual variations, questions regarding each customer's
11 proper maintenance of the vehicle, driving conditions, and repair attempts, such as
12 whether the vehicle was taken to the dealer in a reasonable time period for repairs,
13 among others, would preclude certification of the warranty claims.

14 While Plaintiffs would vigorously dispute these claims, consumers bringing
15 automotive defect actions are frequently denied class certification due to lack of
16 common proof. *See, e.g., Grodzitsky v. Am. Honda Motor Co.*, No. 2-01142-SVW,
17 2014 U.S. Dist. LEXIS 24599 (C.D. Cal. Feb. 19, 2014) (denying certification due to
18 lack of evidence that common materials were used for all defective "window regulators"
19 in the class); *Cholakyan v. Mercedes-Benz USA, LLC*, 281 F.R.D. 534, 553 (C.D. Cal.
20 2012) ("There is also no evidence that a single design flaw that is common across all of
21 the drains in question is responsible for the alleged water leak defect...").

22 Recently, a California district court denied class certification involving a theory
23 based on material omission of a similar defect involving a Ford vehicle. *See Philips v.*
24 *Ford Motor Co.*, No. 14-02989, 2016 WL 7428810, *17 (N.D. Cal. Dec. 22, 2016)
25 (finding that the plaintiffs failed to present a compelling damages model supporting a
26 classwide determination regarding Ford's alleged omission of a "systemic defect" in the
27 vehicle's electronic steering system). *Philips* underscores the heightened litigation risk
28 for Plaintiffs seeking class certification. This Court has also recently denied certification

1 of a consumer fraud claim in *Rafofsky v. Nissan N.A.*, No. 15-01848-AB (MANx) (C.D.
2 Cal. Feb. 17, 2017), finding that Nissan’s advertising campaign was not so pervasive as
3 to result a presumption of classwide reliance.

4 This body of recent case law demonstrates that, had the case continued, “plaintiffs
5 [would] face[] a substantial risk of incurring the expense of a trial without any recovery.”
6 *In re Toys “R” Us-Del FACTA Litig.*, 295 F.R.D. at 451. Indeed, the risk of continuing
7 litigation, including the risk of new adverse statutory or case law, increased costs, and
8 expiration of a substantial amount of time, weigh heavily in favor of settlement.

9 *Rodriguez*, 463 F.3d at 966. In particular, Plaintiffs shoulder exceedingly high financial
10 risks in pursuing this action. A class action against a major automotive manufacturer,
11 where Plaintiffs allege that over a million vehicles suffer a serious defect, has the strong
12 potential to engulf plaintiffs and attorneys in protracted, resource-draining court battles.

13 The difficulty of certifying such a class generally, and of prevailing on a contested
14 motion in this technologically complex case specifically, is daunting. In a contested
15 certification motion, Ford would likely submit expert testimony from a Ford engineer
16 showing that the Transmission for various Class Vehicles differs in kind—for example,
17 that some Transmissions contain a linear-sliding piston while others do not, or that some
18 contain an “Anti-Shuffle Control” while others do not. Plaintiffs would rely on the
19 testimony of a technical expert to dispute the import of these minor part variations, along
20 with that of an expert on consumer expectations and a damages expert. These hefty
21 costs would have to be advanced by Plaintiffs and Class Counsel and would add
22 significantly to the risks of proceeding in litigation. *See Aarons v. BMW of N. Am. LLC*,
23 No. 11-7667, 2014 U.S. Dist. LEXIS 118442, at *29-31 (C.D. Cal. Apr. 29, 2014)
24 (approving a settlement for repairs/reimbursement of transmission defect and observing
25 that “it is the very uncertainty of outcome in litigation and avoidance of wasteful and
26 expensive litigation that induce consensual settlements.” [citation omitted]).

27 Even if Plaintiffs were to certify the Class on contested motion, and prevail on
28

1 dispositive motions and at trial,¹² the years of litigating this action would almost
2 certainly diminish the value of the relief to Class Members, as their Vehicles' value will
3 depreciate over time. Any restitution remedies they could obtain would also be subject
4 to offsets for car owners' use of the vehicles. For example, even under consumer-
5 friendly California law (the Song-Beverly Consumer Warranty Act), a repurchase would
6 require an offset for the mileage driven. *See* Cal. Civ. Code § 1793.2(d)(2)(C); *see also*
7 *Robbins v. Hyundai Motor America, Inc.*, 2015 WL 304142, at *6 (C.D. Cal. Jan. 14,
8 2015). State law offsets could also apply to claims under the federal Magnuson-Moss
9 Warranty Act, which applies state substantive law for federal causes of action. *See*
10 *Clemens v. DaimlerChrysler Corp.*, 534 F.3d 1017, 1022 (9th Cir. 2008) (“[C]laims
11 under the Magnuson-Moss Act stand or fall with... express and implied warranty claims
12 under state law”). Furthermore, California's Lemon Law specifically enumerates a
13 method for calculating depreciation on vehicles. *See* Cal. Civ. Code § 1793.2(d)(2)(C).
14 The National Traffic and Motor Vehicle Safety Act likewise includes depreciation in any
15 remedy following a safety recall. 49 U.S.C. §30120(a)(1)(A)(iii).

16 Because any repurchase or rescission remedy requires that a consumer return the
17 product in a condition comparable to what he or she received, and because the vehicle's
18 value depreciates significantly with use and time, Plaintiffs believe that a prompt
19 resolution of this action provides the most benefit to Class Members. Thus, Plaintiffs
20 negotiated a dispute resolution program that expeditiously resolves Class Members'
21 claims while preserving their right to their own state lemon law remedies. The Program
22 also expands Class Members' rights by increasing the statute of limitations for current
23 owners and lessees bringing suit and providing for a default repurchase remedy.

24 In light of the substantial risks of continued litigation, including the risk of
25 maintaining class certification, the significant relief secured for the Class by the

26 ¹² The inherent risks of proceeding to trial weigh in favor of settlement. *See In*
27 *re Portal Software, Inc. Sec. Litig.*, 2007 U.S. Dist. LEXIS 88886, *7-8 (N.D. Cal.
28 Nov. 26, 2007) (recognizing that “inherent risks of proceeding to... trial and appeal
also support the settlement”).

1 proposed Settlement should be viewed as a fair, reasonable, and adequate compromise
2 of the issues in dispute.

3 **4. The Settlement Was Finalized After a Thorough Investigation**

4 Courts may also consider the extent of discovery and the current stage of the
5 litigation to evaluate whether parties have sufficient information to make an informed
6 decision to settle the action. *See Linney v. Cellular Alaska Partnership*, 151 F.3d 1234,
7 1239 (9th Cir. 1998). A settlement negotiated at an earlier stage in litigation will not be
8 denied so long as sufficient investigation has been conducted. *Eisen v. Porsche Cars*
9 *North American, Inc.*, 2014 WL 439006, at *13 (C.D. Cal. Jan. 30, 2014)(finding that
10 counsel had “ample information and opportunity to assess the strengths and weaknesses
11 of their claims” despite “discovery [being] limited because the parties decided to pursue
12 settlement discussions early on.”)

13 As described in Section II.B, *supra*, Plaintiffs engaged in extensive investigation
14 and discovery, including reviewing over a million documents, retaining experts and
15 conducting their own testing, and taking depositions of two of Defendant’s corporate
16 representatives in Michigan, as well as a deposition of a corporate representative of third
17 party Getrag Transmissions Corporation. (*See Lurie Decl* ¶¶ 9-11; *Paul Decl.* ¶¶ 7-10.)

18 Based on this discovery and on their independent investigation and evaluation,
19 Class Counsel is of the opinion that this Settlement for the consideration and on the
20 terms set forth in the Settlement Agreement is fair, reasonable, and adequate, and is in
21 the best interest of the Settlement Class in light of all known facts and circumstances,
22 including the risk of significant delay and uncertainty associated with litigation of this
23 type, as well as the various defenses asserted by Defendants.

24 **5. The Views of Experienced Counsel Should Be Accorded**
25 **Substantial Weight**

26 The fact that sophisticated parties with experienced counsel have agreed to settle
27 their dispute should be given considerable weight by courts, since “parties represented
28 by competent counsel are better positioned than courts to produce a settlement that fairly

1 reflects each party's expected outcome in the litigation." *In re Pac. Enters. Sec. Litig.*,
2 47 F.3d 373, 378 (9th Cir. 1995).

3 Here, the Parties achieved a settlement after a thorough review of relevant
4 documents and testimony, as well as a rigorous analysis of the Parties' claims and
5 defenses. The expectations of all Parties are embodied by the Settlement, which, as set
6 forth above, is non-collusive, being the product of arms'-length negotiations and
7 finalized with the assistance of an experienced mediator. The Parties were represented
8 by experienced class action counsel possessing significant experience in automotive
9 defect and class action matters. (*See, e.g.*, Lurie Decl. ¶¶ 35-36 & Ex. 2; Paul Decl. ¶¶
10 20-27.) Likewise, Ford's counsel, Dykema Gossett, is a renowned defense firm. The
11 Parties' recommendation to approve this Settlement should therefore "be given great
12 weight." *Eisen v. Porsche*, 2014 WL 439006, at *5 (crediting the experience and views
13 of counsel in approving a settlement resolving automotive defect allegations).

14 **B. Conditional Class Certification Is Appropriate for Settlement**
15 **Purposes**

16 **1. The Proposed Class Meets the Requirements of Rule 23**

17 Before granting preliminary approval of the Settlement, the Court should
18 determine that the proposed settlement class meets the requirements of Rule 23. *See*
19 *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997); Manual for Complex Litigation,
20 § 21.632. An analysis of the requirements of Rule 23(a) and (b)(3), commonly referred
21 to as numerosity, commonality, typicality, adequacy, predominance, and superiority,
22 shows that certification of this proposed Settlement Class is appropriate.

23 **2. The Proposed Class Is Sufficiently Numerous and**
24 **Ascertainable**

25 The numerosity requirement is met where "the class is so numerous that joinder
26 of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Generally, courts will find a
27 class sufficiently numerous if it consists of 40 or more members. *Vasquez v. Coast*
28 *Valley Roofing, Inc.*, 670 F. Supp. 2d 1114, 1121 (E.D. Cal. 2009) (numerosity is

1 presumed at a level of 40 members). Here, the settlement Class consists of current and
2 former owners of approximately 1,500,000 vehicles, satisfying this requirement.

3 The Ninth Circuit recently clarified that there is no threshold “ascertainability”
4 requirement in this Circuit. *See Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1125
5 n.4 (9th Cir. Jan. 3, 2017). Nonetheless, the Class is ascertainable as they can be readily
6 identified by each state’s department of motor vehicle records.

7 **3. There are Questions of Law and Fact that Are Common to the**
8 **Class**

9 The second Rule 23(a) requirement is commonality, which is satisfied “if there
10 are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). The
11 operative criterion for commonality is “the capacity of a classwide proceeding to
12 generate common answers apt to drive the resolution of the litigation.” *Wal-Mart Stores,*
13 *Inc. v. Dukes*, 564 U.S. 338, 350 (2011). The “commonality requirement has been
14 ‘construed permissively,’ and its requirements deemed minimal.” *Estrella v. Freedom*
15 *Fin’l Network*, No. C-09-03156-SI, 2010 U.S. Dist. LEXIS 61236, at *25 (N.D. Cal.
16 June 2, 2010) (quoting *Hanlon*, 150 F.3d at 1019-1020). The existence of a single
17 common question of law or fact satisfies this requirement. *See Dukes*, 564 U.S. at 369.

18 Here, each Class Member purchased a Ford vehicle equipped with the
19 Transmission that suffered from an alleged Transmission defect that Ford failed to
20 disclose to its customers. Ford contends that the Transmission is not defective. Given
21 that the issues in dispute—*e.g.*, whether the Transmission is defective, and, if so, whether
22 and when Ford knew about the defect; whether Ford had a legal obligation to disclose
23 the defect pursuant to consumer protection statutes; and whether Ford had the legal
24 obligation to repair the defect under warranty—all reflect common questions of fact and
25 law, the resolution of those issues are apt to drive resolution of this litigation.¹³

26
27 ¹³ Ford denies that whether a defect exists is a common question. However,
28 Ford agrees that the commonality requirement is satisfied by the existence of one
common question of law or fact. Ford believes that one common question exists for
all class members—whether the settlement agreement is fair, reasonable and

1 The need to determine whether an inherent defect exists not only satisfies
2 Rule 23's commonality requirement, it raises the overarching common question that has
3 resulted in class treatment in other automotive defect cases. *See, e.g., Hanlon*, 150 F.3d
4 at 1020 (allegedly defective rear liftgate latches); *Browne v. American Honda Motor*
5 *Co., Inc.*, Case No. 09-cv-06750, 2010 WL 9499072, at *1 (C.D. Cal. 2010) (allegedly
6 defective braking system); *Parkinson v. Hyundai Motor Am.*, 258 F.R.D. 580, 595-97
7 (C.D. Cal. 2008) (allegedly defective flywheels); *Chamberlan v. Ford Motor Co.*, 223
8 F.R.D. 524, 526 (N.D. Cal. 2004) (allegedly defective engine intake manifolds); *Daffin*
9 *v. Ford Motor Co.*, 458 F.3d 549, 552 (6th Cir. 2006) (allegedly defective throttle body
10 assembly); *see also, Wolin v. Jaguar Land Rover N. Am.*, 617 F.3d 1168, 1172 (9th Cir.
11 2010) (holding that whether the LR3's alignment geometry was defective, whether Land
12 Rover was aware of the defect, whether Land Rover concealed the nature of the defect in
13 violations of consumer protection statutes, and whether Land Rover was obligated to pay
14 for or repair the alleged defect pursuant to the express or implied terms of its warranties
15 are all common issues of law or fact that satisfy the commonality requirement).

16 **4. Plaintiffs' Claims Are Typical of the Proposed Settlement Class**

17 “In determining whether typicality is met, the focus should be on the defendants’
18 conduct and plaintiff’s legal theory, not the injury caused to the plaintiff.” *Lozano v.*
19 *AT&T Wireless Services, Inc.*, 504 F.3d 718, 734 (9th Cir. 2007). Thus, typicality is
20 “satisfied when each class member’s claim arises from the same course of events, and
21 each class member makes similar legal arguments to prove the defendant’s liability.”
22 *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001) (citation omitted).

23 Here, Plaintiffs assert that Class Members’ claims arising from the defect are
24 reasonably coextensive with the legal claims asserted by the named Plaintiffs. Each
25 Class Member’s claims arise from the same alleged course of conduct—that Ford
26 knowingly failed to disclose that the Transmission is defective to its customers.

27
28 adequate—thus satisfying the commonality requirement.

1 Plaintiffs' claims are thus typical of the Class, as "they are reasonably coextensive with
2 those of absent class members." Plaintiffs and Class Members would also similarly
3 benefit from the relief provided by the Settlement. Accordingly, typicality is satisfied.

4 **5. Plaintiffs and Plaintiffs' Counsel Will Adequately Represent**
5 **the Interests of the Proposed Settlement Class**

6 Adequacy is satisfied because "the representative parties will fairly and
7 adequately protect the interests of the class," Fed. R. Civ. P. 23(a)(4); specifically: (1) the
8 proposed representative Plaintiffs do not have conflicts of interest with the proposed
9 class, and (2) Plaintiffs are represented by qualified and competent counsel. *Hanlon*,
10 150 F.3d at 1020. Here, Plaintiffs are adequate class representatives, as they have no
11 conflict of interest with the proposed Class. In fact, Plaintiffs share a common interest in
12 holding Ford accountable for selling vehicles with an alleged Transmission defect that
13 they did not disclose to their customers. In addition, Plaintiffs are represented by
14 competent counsel well-versed in prosecuting automotive litigation and/or class action
15 matters. (See, e.g., Lurie Decl. ¶¶ 35-36; Ex. 2; Paul Decl. ¶¶ 20-27; Declaration of
16 Thomas Zimmerman, ¶¶ 16-18.)

17 **6. Common Issues Predominate Over Individual Issues**

18 "In addition to meeting the conditions imposed by Rule 23(a), the parties seeking
19 class certification must also show that the action is maintainable under Fed. R. Civ. P.
20 23(b)(1), (2) or (3)." *Hanlon*, 150 F.3d at 1022. The predominance inquiry under Rule
21 23(b)(3) asks "whether the common, aggregation-enabling issue are more prevalent or
22 more important than the non-common, aggregation-defeating, individual issues." *Tyson*
23 *Foods v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citation omitted). "When one or
24 more of the central issues in the action are common to the class and can be said to
25 predominate, the action may be proper under Rule 23(b)(3) even though other important
26 matters will have to be tried separately, such as damages or some affirmative defenses
27 peculiar to some individual class members." *Id.* So long as there is a "clear justification
28 for handling the dispute on a representative rather than an individual basis" (*Hanlon*, 150

1 F.3d at 1022), the inquiry is satisfied.

2 Manageability at trial is not a concern in the class action settlement context, “for
3 the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620. Indeed, the
4 predominance inquiry in the context of a nationwide settlement should be considered
5 under “three guideposts”:

6 [F]irst, that commonality is informed by the defendant’s
7 conduct as to all class members and any resulting injuries
8 common to all class members; second, that variations in state
9 law do not necessarily defeat predominance; and third, that
concerns regarding variations in state law largely dissipate
when a court is considering the certification of a settlement
class.

10 *Sullivan v. DB Invs. Inc.*, 667 F.3d 273, 297 (3d Cir. 2011) (en banc); *see also*, *Wakefield*
11 *v. Wells Fargo & Co.*, No. C 13-05053 LB, 2014 WL 7240339, at *4 (N.D. Cal. Dec.
12 18, 2014) (adopting *Sullivan*’s analysis that state law variations dissipate in a settlement
13 class). Under similar guiding principles, the Ninth Circuit has similarly upheld
14 settlement-only class certification in nationwide settlements. *See, e.g.*, *Hanlon*, 150 F.3d
15 at 1022–23 (“[G]iven the limited focus of the action, the shared factual predicate and the
16 reasonably inconsequential differences in state law remedies, the proposed class was
17 sufficiently cohesive to survive Rule 23(b)(3) scrutiny.”).

18 Here, for purposes of settlement, the predominance test is satisfied, as the
19 proposed Settlement makes the relief for cash payment or Vehicle Discount Certificates
20 available for all Class Members based on easily ascertainable criteria, bypassing
21 whatever individual evidentiary and factual issues that could arise in litigation in
22 determining liability or damages. Furthermore, the Arbitration Program incorporates
23 variations in different states’ lemon laws into its design, thereby neutralizing any choice-
24 of-law concerns. Specifically, each Class Member’s claim shall be governed by the law
25 of their state. Further, to the extent a Class Member’s state does not provide for a lemon
26 law, or the individual does not meet his or her state’s requirements, the default lemon
27 law program allows for a universal method for a repurchase or replacement.
28

1 Consequently, common questions predominate over individual issues that might have
2 arisen had this action continued to be litigated.

3 **7. A Class Settlement Is Superior to Other Available Means of**
4 **Resolution**

5 Similarly, there can be little doubt that resolving all Class Members' claims
6 through a single class action is superior to a series of individual lawsuits. "From either a
7 judicial or litigant viewpoint, there is no advantage in individual members controlling the
8 prosecution of separate actions. There would be less litigation or settlement leverage,
9 significantly reduced resources and no greater prospect for recovery." *Hanlon*, 150 F.3d
10 at 1023. Indeed, the terms of the Settlement negotiated on behalf of the Class
11 demonstrate the advantages of a collective bargaining and resolution process.

12 The damages sought by each Class Member here, while representing an
13 important purchase for Class Members, are not so large as to weigh against the
14 certification of a class action. *See Smith v. Cardinal Logistics Mgmt. Corp.*, 2008 WL
15 4156364, at **32-33 (N.D. Cal. Sep. 5, 2008) (finding that class members had a small
16 interest in personally controlling the litigation even where the average amount of
17 damages were \$25,000-\$30,000 per year). The sheer number of separate trials that
18 would otherwise be required also weighs in favor of settlement.

19 The superiority of proceeding through the class action mechanism is
20 demonstrable. Through the class action device, Class Counsel was able to negotiate a
21 global Settlement with Ford that, if approved, will provide Class Members with
22 substantial cash benefits, and an opportunity for a repurchase of their vehicle. By design,
23 this Settlement provides benefits to all Class Members who may have been harmed
24 while offering an opportunity for those with the most serious problems to resolve their
25 claims through the binding Arbitration Program, where they can marshal individual
26 evidence to obtain a repurchase or replacement. Moreover, those with pending lemon
27 law actions are excluded from the Settlement.

28 As the class action device provides the superior means to effectively and

1 efficiently resolve this controversy, and as the other requirements of Rule 23 are
2 satisfied, certification of the proposed Settlement Class is appropriate.

3 **C. The Proposed Class Notice Adequately Informs Class Members**
4 **About the Case and Proposed Settlement**

5 Upon certifying a Rule 23(b)(3) class, Rule 23(c)(2)(B) requires the Court to
6 “direct to class members the best notice that is practicable under the circumstances,
7 including individual notice to all members who can be identified through reasonable
8 effort.” *See also, Briseno*, 844 F.3d at 1129 (recognizing that [t]he rule does not insist on
9 actual notice to all class members in all cases” and “recognizes it might be impossible to
10 identify some class members for purposes of actual notice” (citation omitted)). In
11 addition, Rule 23(e)(1) requires that before a proposed settlement may be approved, the
12 Court “must direct notice in a reasonable manner to all class members who would be
13 bound by the proposal.” *See Zakskorn v. Am. Honda Motor*, 2015 WL 3622990, *3, *6
14 (E.D. Cal. June 9, 2015) (finding class notice by U.S. mail to over 1 million class
15 members as having “adequately protected class members’ interests”).

16 The Parties have agreed on a notice plan that satisfies the requirements of
17 Rule 23. (Settlement Agreement ¶ III.C.) Under this plan, Ford will pay the claims
18 administrator to mail a Short-Form Class Notice to all current and former owners and
19 lessees of Class Vehicles who can be reasonably identified (through Ford and HIS
20 Automotive, which obtains Class Member information from state motor vehicle
21 agencies); to publish a Publication Notice in the first section of the National Edition of
22 USA Today; and to publish the Long-Form Class Notice—which contains a series of
23 questions-and-answers about the Settlement in a readable format—on a website
24 maintained by the Claims Administrator. *See In re Toyota Motor Corp. Unintended*
25 *Acceleration Mktg., Sales Practices, & Prod. Liab. Litig.*, No. 8:10ML2151 JVS
26 FMOX, 2012 WL 6733023, at *3 (C.D. Cal. Dec. 28, 2012) (approving a notice plan
27 like the one proposed here, with a short-form postcard notice mailed to all class
28 members, and a long-form class notice stored on a settlement website); *Browne*, 2010

1 WL 9499072, at *7 (finding notice by mail sufficient after Honda employed a consultant
2 similar to the one proposed here to find addresses of potential class members).

3 The form of the notice to be mailed, attached to the Settlement Agreement as
4 Exhibits A-C, includes all the content required by Rule 23(c)(2)(B), such as a description
5 of the action and Class claims, as well as the Class Members' right to opt out of, object
6 to, or comment on the proposed Settlement.

7 **VI. CONCLUSION**

8 The Parties have negotiated a fair and reasonable settlement. Accordingly,
9 Plaintiffs move the Court to preliminarily approve the Settlement Agreement; direct the
10 dissemination of notice to the class as proposed; and set a hearing date and briefing
11 schedule for final Settlement approval and Plaintiffs' fee and expense application.

12
13 Dated: March 24, 2017

Respectfully submitted,

14
15 By: */s/ Jordan Lurie*

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