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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

AUG 31 2012

John A. Clarke, Executive Officer/Clerk
BY [Signature] Deputy
Amber LaFram-Clayton

11 Attorneys for Plaintiff Adam Rasico

0308 Jane Johnson

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

BC491352

14 ADAM RASICO, individually and on
15 behalf of others similarly situated,

Case No.: **BY FAX**

16 Plaintiff

CLASS ACTION COMPLAINT FOR:

17 vs.

- (1) Violations Of California Consumer
Legal Remedies Act;
- (2) Violations of Unfair Business
Practices Act;

18 FORD MOTOR COMPANY, a Delaware
19 corporation, and DOES 1-10, inclusive,

JURY TRIAL DEMANDED

20 Defendants.

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CIT/CASE: BC491352 LER/REF#: [blank]
RECEIPT #: CCH020057039
DATE PAID: 08/31/12 11:52:24 AM
PAYMENT: \$435.00
RECEIVED: 0810
CHECK #: 435.00
CASH: [blank]
CHANGE: [blank]
CARD: [blank]

88/11/12

1 Plaintiff Adam Rasico ("Plaintiff") brings this action against Defendant Ford Motor
2 Company ("Ford") by and through his attorneys, individually and behalf of all others similarly
3 situated ("Class Members"), and allege as follows:

4 INTRODUCTION

5 1. Plaintiff Adam Rasico ("Plaintiff") brings this action individually and on behalf
6 all persons in the United States who purchased or leased, not for resale, any 2005 through
7 2007 Ford Freestyle or 2005 through 2007 Mercury Montego vehicles equipped with a
8 continuously variable transmission ("CVT" or "CVT Transmission") (collectively, "Class
9 Vehicles") manufactured, distributed, and sold by Ford Motor Company ("Defendant" or
10 "Ford").

11 2. On information and belief, beginning in 2005, if not before, Defendant knew or
12 should have known that the Class Vehicles and their CVT Transmission contain one or more
13 design and manufacturing defects that causes them to prematurely breakdown and suffer
14 mechanical failure ("the CVT Defect" or "CVT Transmission Defect").

15 3. A continuously variable transmission is a type of automatic transmission that
16 allegedly provides more useable power, better fuel economy and a smoother driving
17 experience than a traditional automatic transmission. Unlike traditional transmissions with a
18 gearset, a continuously variable transmission uses a system of pulleys with a metal belt or
19 chain running between them which enables the engine to run at its most efficient revolutions
20 per minute (RPM) for a range of vehicle speeds.

21 4. When premature breakdown and mechanical failure occurs, the affected Class
22 Vehicles are no longer safe to operate and require repairs costing thousands of dollars.
23 Furthermore, due to the nature of the CVT Transmission Defect, consumers have frequently
24 experienced and will continue to experience unexpected and premature CVT Transmission
25 failure while driving. CVT Transmission failure while driving results in unsafe conditions,
26 including but not limited to loss of forward propulsion, significant delays in acceleration, loud
27 noises coming from the CVT Transmission, Class Vehicles operating in emergency running
28 mode, drivers receiving error messages, stalling, and the inability to use the reverse gear.

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1 5. These conditions present a safety hazard due to the sudden and unexpected
2 transmission failure that Class Vehicles can experience while in operation. The Class
3 Vehicles and their CVT Transmissions can fail, suddenly and unexpectedly, at any time and
4 under any driving condition or speed. Further, sudden loss of forward propulsion and delayed
5 acceleration can have serious effects on handling, stability, acceleration, and maintenance of
6 speed. These conditions and risks can thereby contribute to traffic accidents, which can result
7 in personal injury or death.

8 6. Since 2005, if not before, Ford has known that the CVT Transmissions were
9 defectively designed, assembled, and manufactured. Rather than alerting Class Members of
10 this safety hazard and offering to repair the Class Vehicles, Ford has concealed this problem
11 from its customers at the time of purchase or lease and thereafter.

12 7. Because Ford will not notify Class Members that the CVT Transmission is
13 defective, Plaintiff and Class Members (as well as members of the general public) are
14 subjected to dangerous driving conditions that often occur without warning. As a result of the
15 CVT Transmission Defect, Ford, through its dealers, has also profited by selling replacement
16 parts to Class Members.

17 8. The Freestyle comes equipped with the CVT Transmission.¹ Had Plaintiff and
18 the other Class Members at the time of purchase or lease known about the defects contained in
19 the Class Vehicles and their CVT Transmissions, the associated monetary repair costs and/or
20 safety hazards, they would not have purchased the said vehicles, or would have paid less for
21 them.

22 9. Plaintiff is informed and believes and based thereon alleges that as the number
23 of consumer complaints about the CVT Transmission Defect increased, Defendant issued one
24 or more technical service bulletins ("TSB") to only its dealers acknowledging the CVT
25 Transmission Defect for Class Vehicles and implemented one or more fixes that failed to
26 repair the problem.

27 10. Plaintiff is informed and believes and based thereon alleges that despite notice

28
¹ The CVT Transmission is an option on the Mercury Montego.

1 of the defect from numerous consumer complaints and dealership repair orders, Defendant has
2 not recalled the Class Vehicles to repair the defect, has not offered its customers a suitable
3 repair or replacement free of charge, and has not offered to reimburse the Class Vehicles'
4 owners and leaseholders the costs they incurred relating to diagnosing and repairing the CVT
5 Transmission Defect and the related damage that it causes.

6 11. Plaintiff is informed and believes and based thereon alleges that Ford knew
7 about and concealed the CVT Transmission Defect that is contained in every Class Vehicle,
8 along with the attendant dangerous safety problems and associated repair costs, from Plaintiff
9 and Class Members both at the time of sale or lease and thereafter. Had Plaintiff and the
10 Class Members known about this defect at the time of sale or lease, Plaintiff and the Class
11 Members would not have purchased the Class Vehicles or would have paid less for them. As
12 a result of their reliance on Defendant's omissions and/or misrepresentation, owners and/or
13 lessees of the Class Vehicles have suffered ascertainable loss of money, property, and/or loss
14 in value of their Class Vehicles.

15 12. Additionally, as a result of the CVT Transmission Defect contained in the Class
16 Vehicles, Plaintiff and the Class Members have been harmed and have suffered actual
17 damages in that the Class Vehicles and their CVT Transmissions have failed or are
18 substantially certain to fail during their expected useful life.

19 **JURISDICTION**

20 13. This Court has jurisdiction over this action pursuant to California Code of Civil
21 Procedure § 410.10. Jurisdiction over Ford is proper because Ford has purposefully availed
22 itself of the privilege of conducting business activities in California, including, but not limited
23 to marketing, distributing and/or selling Class Vehicles to Plaintiff and Class Members.

24 14. This class action is brought pursuant to California Code of Civil Procedure §
25 382. Plaintiff is a California resident. The monetary damages and restitution sought by
26 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
27 according to proof at trial.

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VENUE

15. Venue is proper in this Court pursuant to California Code of Civil Procedure §§ 395, 395.5, and California Civil Code § 1780, because Ford conducts business activities in the County of Los Angeles, California, including, but not limited to marketing, distributing and/or selling Class Vehicles to Class Members. Plaintiff's Counsel's Declaration, as required under Cal. Civ. Code section 1780(d), which reflects that Ford conducts business activities in the County of Los Angeles, California, is attached hereto as Exhibit 1.

THE PARTIES

Plaintiff Adam Rasico

16. Plaintiff Adam Rasico is a California citizen who resides in Tulare, California. In 2007, Mr. Rasico purchased a used 2005 Ford Freestyle from an authorized Ford dealer in California. At the time of purchase, Mr. Rasico's vehicle had approximately 18,000 miles on the odometer.

17. Mr. Rasico purchased his vehicle primarily for his personal, family, or household purposes. The vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by defendant.

18. Only after Mr. Rasico purchased the vehicle did the CVT Transmission not function properly. In or around June 2011, with approximately 70,000 miles on the odometer, Mr. Rasico noticed a helicopter-like noise or whine coming from the engine compartment when the transmission was in park or neutral.

19. Between June 2011 and March 2012, the noise became louder.

20. On or around March 19, 2012, with approximately 79,400 miles on the odometer, Mr. Rasico took his vehicle to an authorized Ford dealer complaining, as recorded on his repair order, that the transmission was making "a loud growling noise in park or neutral." The dealer "verified noise coming internally from the [CVT] input shaft & bearing." Mr. Rasico had to pay \$94.00 out of pocket for the diagnosis. The dealer informed Mr. Rasico that the CVT would need to be opened and his input shaft and bearing would need to be replaced at a cost to Mr. Rasico of \$2,356.04.

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1 21. In or around May, 2012, Mr. Rasico returned to the dealer complaining that his
2 vehicle had totally lost power while driving. The dealer confirmed Mr. Rasico's complaints
3 and told Mr. Rasico that either his CVT would need to be replaced, at a cost of around \$5,578,
4 or the input shaft would need to be replaced, at a cost of around \$2,356.04. However, the
5 dealer informed Mr. Rasico that a substitute input shaft was not available.

6 22. In or around August 2012, the dealer was able to acquire a substitute input shaft
7 for Mr. Rasico's CVT. As recorded in the repair order, the dealer "removed transmission and
8 disassembled per customer authorization, found input shaft and rear bearings broken, shaft is
9 worn and output shaft is worn." The dealer replaced Mr. Rasico's CVT's input shaft and
10 bearing, sanded the rear shaft, and reassembled the CVT, adding new fluids. Mr. Rasico had
11 to pay \$2042.62 out of pocket for this repair.

12 23. On or around Monday, August 13, 2012, Mr. Rasico had his vehicle towed
13 back to the dealer, complaining that his transmission was failing to go into gear. The dealer
14 verified Mr. Rasico's complaint and conducted a software update. Mr. Rasico opted to sell his
15 car to the dealer to avoid incurring further costs and breakdowns.

16 24. At all times, Mr. Rasico, like all Class Members, has driven his vehicle in a
17 foreseeable manner and in the manner in which it was intended to be used.

18 **Defendant**

19 25. Defendant Ford Motor Company is a corporation organized and in existence
20 under the laws of the State of Delaware and registered with the California Department of
21 Corporations to conduct business in California. Ford Motor Company's Corporate
22 Headquarters is located in Dearborn, Michigan. Ford Motor Company designs and
23 manufactures motor vehicles, parts, and other products for sale in the United States and
24 throughout the world. Ford Motor Company is the warrantor and distributor of the Class
25 Vehicles in the United States.

26 26. At all times relevant herein, Defendant was and is engaged in the business of
27 designing, manufacturing, constructing, assembling, marketing, distributing, and selling
28 automobiles and other motor vehicles and motor vehicle components in California and

1 throughout the United States of America.

2 **TOLLING OF STATUTES OF LIMITATION**

3 27. Because the defects in the design or manufacturer of the Class Vehicles and
4 their CVTs cannot be detected until the defects manifests themselves, Plaintiff and the Class
5 Members were not reasonably able to discover the defects until after purchasing or leasing the
6 Class Vehicles, despite their exercise of due diligence.

7 28. Plaintiff and the Class Members had no realistic ability to discern that the Class
8 Vehicles and their CVTs were defective until they experienced the loss of forward propulsion,
9 significant delays in acceleration, and noises coming from the CVT Transmission. Therefore,
10 the discovery rule is applicable to the claims asserted by Plaintiff and the Class Members.

11 29. Plaintiff is informed and believes and based thereon alleges that Ford has
12 known of the CVT Defect since at least 2005, if not earlier, and has concealed from or failed
13 to alert owners and lessees of the Class Vehicles of the defective nature of their CVT
14 Transmissions.

15 30. In addition, even after contacting Ford and/or its authorized agents for vehicle
16 repairs concerning the defective nature of the Class Vehicles, Plaintiff and Class Members
17 were routinely told by Ford and/or through its authorized agents for vehicle repairs that the
18 Class Vehicles are not defective² and that the symptoms could not be duplicated by Ford's
19 authorized agents for vehicle repairs.

20 31. Any applicable statute of limitation has therefore been tolled by Ford's
21 knowledge, active concealment, and denial of the facts alleged herein. Ford is further
22 estopped from relying on any statute of limitation because of its concealment of the defective
23 nature of the Class Vehicles and their CVT Transmissions.

24
25 ² Complaint to NHTSA: I BOUGHT MY 2005 FORD FREESTYLE IN JUNE 2010,
26 VERY NICE CAR. A FEW WEEK INTO DRIVING I HEARD A VERY STRANGE NOISE
27 SO I TOOK IT BACK TO THE DEALSHIP TO CHECK, THE TOLD ME THE NOISE IS
28 NORMAL IT IS COMMING FROM THE TRANSMISSION AND THAT SOUND GOES
WITH THAT TYPE OF TRANNY(CVT). AUGUST OF 2010 DTIVING ON 195 GOT A
POPPING SOUND AND CAR STOP,I TOW IT BACK TO DEALSHIP AND THE
TRANSMISSION WENT, (Accessed online, July 25, 2012, available at [http://www-
odi.nhtsa.dot.gov/complaints/](http://www-
odi.nhtsa.dot.gov/complaints/))

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REPLY/REQ

1 **FACTUAL ALLEGATIONS**

2 32. For years, Defendant has designed, manufactured, distributed, sold, and leased
3 the Class Vehicles. Defendant has sold, directly or indirectly, through dealers and other retail
4 outlets, thousands of Class Vehicles equipped with the CVT Transmission in California and
5 Nationwide.

6 33. This lawsuit concerns certain Class Vehicles that are equipped with a factory-
7 installed CVT Transmission.

8 34. Conventional automatic transmissions have a finite number of gears, usually
9 between three and six. The appropriate gear is automatically selected by the vehicle based on
10 several factors, including vehicle speed, engine revolutions per minute, incline/decline of the
11 vehicle, and vehicle throttle.

12 35. By contrast, a continuously variable transmission uses two pulleys and a chain
13 that connects the pulleys to each other. The pulleys automatically adjust themselves to
14 different circumferences by increasing or decreasing the circumference of one pulley, and
15 simultaneously decreasing or increasing, respectfully, the circumference of the other pulley.
16 The concept behind operation of the CVT transmission is that the transmission never
17 disengages in order to change the transmission's gear ratio, and that the transmission is
18 capable of adjusting to a very broad number of gear ratios in order to find a suitable ratio for
19 the particular driving circumstances.

20 36. In 2004, Ford brought Class Vehicles with the CVT Transmissions installed to
21 the market. Unfortunately, the CVT Transmission was plagued with numerous defects. These
22 defects resulted in functional failure, including but not limited to loss of forward propulsion,
23 significant delays in acceleration, loud noises coming from the CVT Transmission, stalling,
24 the inability to use reverse gear, and total transmission failure while driving.

25 37. Dating back to 2005, if not earlier, Ford was aware of the defects of the CVT
26 Transmission. Ford, however, failed and refused to disclose these known defects to
27 consumers. As a result of this failure, Plaintiff and Class Members have been damaged.

28 ///

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08/13/12

1 **A. The CVT Transmission Defect Poses An Unreasonable Safety Hazard**

2 38. The Class Vehicles have habitually suffered the CVT Transmission Defect
3 while in traffic, creating a very serious safety hazard. These failures often result in sudden
4 loss of forward propulsion, significant delays in acceleration and total transmission failure.

5 39. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles
6 have experienced problems with the CVT Transmission. Complaints filed by consumers with
7 the National Highway Traffic Safety Administration ("NHTSA") and posted on the Internet
8 demonstrate that the defect is widespread and dangerous, expensive to repair, and that it
9 manifests without warning. The complaints also indicate Defendant's awareness of the
10 problems with the CVT Transmission, the costs associated with the necessary repairs, and
11 how potentially dangerous the defective condition is for consumers. The following are some
12 safety complaints relating to CVT Transmission failure (spelling and grammar mistakes
13 remain as found in the original) (Accessed online, July 24, 2012, available at [http://www-
15 odi.nhtsa.dot.gov/complaints/](http://www-
14 odi.nhtsa.dot.gov/complaints/)):

15 **NHTSA Complaints:**

- 16 • VEHICLE TRANSMISSION FAILED WITHOUT WARNING WHILE DRIVING ON
17 HIGHWAY ON MAY 10, 2011. VEHICLE WAS TOWED TO A LOCAL REPAIR
18 SHOP. WAS TOLD THAT THIS PARTICULAR TRANSMISSION (CVT) HAS A HIGH
19 FAILURE RATE, IS USUALLY NOT REPAIRABLE, AND IS VERY EXPENSIVE TO
20 REPLACE (OVER \$5,600). TRANSMISSION CAN ONLY BE REPLACED WITH THE
21 SAME PROBLEMATIC TRANSMISSION WHICH WILL LIKELY FAIL AGAIN, AND
22 IS ONLY AVAILABLE FROM FORD, AND EVEN REQUIRES SPECIAL TOOLS TO
23 WORK ON IT. VEHICLE ONLY HAS 71K MILES ON IT AND IS PROPERLY
24 MAINTAINED. CONTACTED FORD WHO REFUSED TO HELP, AND CONTACTED
25 • DEALERSHIP WHERE PURCHASED WHO REFUSED TO HELP. TRANSMISSION
26 PROBLEM IS WELL DOCUMENTED ALL OVER THE INTERNET, YET THERE IS
27 NO RECALL TO HELP CONSUMERS. FORD SHOULD NOT BE ALLOWED TO GET
28 AWAY WITH STICKING AMERICAN FAMILIES WITH THIS DEFECTIVE AND

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- 1 POORLY MANUFACTURED PRODUCT. *TR
- 2 • WHILE SITTING IDLE WAITING IN LINE AT A DRIVE THROUGH CHRISTMAS
3 LIGHT DISPLAY, THE TRANSMISSION LIGHT CAME ON IN THE CAR. AFTER
4 LIGHT CAME ON, COULD NOT DRIVE FASTER THAN 35 MPH. TOOK CAR TO
5 PARKWAY FORD IN WINSTON SALEM WHERE IT WAS DIAGNOSED THAT
6 ENTIRE CVT WAS RUINED AND NEEDED TO BE REPLACED. \$5,700.00 FOR A
7 REFURBISHED CVT. BASED ON THE NUMBER OF COMPLAINTS NOW ON THIS
8 WEBSITE, SEEMS FORD NEEDS TO TAKE SOME ACTION AND RECALL AS I AM
9 SURE THAT THERE ARE PLENTY OF AFFECTED OWNERS THAT AREN'T
10 AWARE OF THIS PROCESS.
- 11 • I BOUGHT MY 2005 FORD FREESTYLE IN JUNE 2010, VERY NICE CAR. A FEW
12 WEEK INTO DRIVING I HEARD A VERY STRANGE NOISE SO I TOOK IT BACK
13 TO THE DEALSHIP TO CHECK, THE TOLD ME THE NOISE IS NORMAL IT IS
14 COMMING FROM THE TRANSMISSION AND THAT SOUND GOES WITH THAT
15 TYPE OF TRANNY(CVT). AUGUST OF 2010 DTIVING ON I95 GOT A POPPING
16 SOUND AND CAR STOP,I TOW IT BACK TO DEALSHIP AND THE
17 TRANSMISSION WENT, THE PUT A NEW TRANNY IN IT WAS COVERED BY MY
18 WARRANITY, JANUARY 2012 GOT THE SAME SOUND AGAIN AND I WAS TOLD
19 THAT THE TRANNY IS NOT GOOD,SO I NEED A NEW ONE AGAIN IT IS
20 COVERED. SO U SEE FORD IS NOT TAKING RESPONABITLY FOR THERE
21 MISTAKE, PLEASE HELP ALL OF US THAT HAVE 2005 FORD FREESTYLE
22 PROBLEMS
- 23 • MY VEHICLE HAS A CVT (CONTINUOUSLY VARIABLE TRANSMISSION). THE
24 "CHECK TRANSMISSION" LIGHT COMES ON, CAR ONLY GOES ABOUT 30 MPH
25 WITH ENGINE AT 4,000 RPM. TURN CAR OFF AND BACK ON AND THE
26 PROBLEM IS GONE FOR A FEW MINUTES BUT THEN RECURS. WHILE THIS
27 PROBLEM IS HAPPENING THE CAR IDLES AT 2,000 RPM (INSTEAD OF 800). IF
28 YOU TAKE YOU FOOT OFF THE BRAKE WHILE SITTING STILL THE CAR WILL

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1 LUNGE FORWARD UNEXPECTEDLY. THE FORD DEALERSHIP (ALLAN VIGIL
 2 IN MORROW, GA) QUOTED \$5,800 TO REPLACE THE TRANSMISSION. THEY
 3 DID NOT TELL ME THAT IT WOULD BE A REBUILT TRANSMISSION. IT SEEMS
 4 THE CVT TRANSMISSION IS NO LONGER MANUFACTURED AND FORD CAN
 5 ONLY REBUILD THE TRANSMISSION. THERE SEEM TO BE MANY SIMILAR
 6 COMPLAINTS ABOUT THIS VEHICLE YET FORD SAYS THEY ARE "VERY
 7 SURPRISED" AT THE FAILURE. INTERESTINGLY, I DID NOT MENTION THE
 8 "LUNGING" ISSUE TO THE SERVICE ADVISOR. BEFORE MY CAR WAS MOVED
 9 FROM THE SERVICE LANE HE NOTED LUNGING ON THE REPORT. IF THE
 10 PROBLEM ISN'T WIDESPREAD HOW DID HE KNOW THAT? BASICALLY, I
 11 HAVE A 6 YEAR OLD CAR THAT HAS BEEN METICULOUSLY MAINTAINED BY
 12 THE DEALERSHIP. AND A COMMON POINT OF FAILURE IS NO LONGER
 13 MANUFACTURED AND I HAVE TO PAY ALMOST \$6000 TO HAVE THE CVT
 14 REBUILT. THE FREQUENT CVT FAILURE AND THE LUNGING ISSUE IN MY
 15 OPINION SHOULD BE RECALLED BY FORD.

16 • MY 2006 FORD FREESTYLE IS ABSOLUTELY THE WORST MADE CAR I HAVE
 17 EVER OWNED! THROTTLE BODY PROBLEM... 50,000 MILES, CHECK! AC
 18 • COMPRESSOR GOES BAD.... 60,000 MILES, CHECK! AND NOW BEGINNING AT
 19 79,000 MILES THE CVT TRANSMISSION IS TRASHED! \$6000 TO FIX AND YOU
 20 CAN'T EVEN GET A NEW ONE! I DROVE IT KNOWING IT WOULD GO BAD
 21 ANOTHER 3000+ MILES BECAUSE I WAS DESTINED TO SPEND A LOT OF
 22 MONEY EITHER WAY. THE MECHANIC ACTUALLY SUGGESTED I TRADE IT IN
 23 WHEN IT BEGAN. WOULD THAT HAVE BEEN FAIR TO WHOMEVER BOUGHT
 24 IT? THESE ARE ALL COMMON EARLY MILEAGE PROBLEMS WITH THE
 25 FREESTYLES! THERE ARE NUMEROUS POSTS ABOUT OTHER OWNERS WITH
 26 THE SAME PROBLEMS, ESPECIALLY THESE THREE AND THERE ARE A
 27 COUPLE MORE THAT FORTUNATELY I HAVE DODGED TO THIS POINT. WHAT
 28 IS FORD GOING TO DO? JUST LET THOSE OF US WHO BOUGHT FREESTYLES

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311/12/12

- 1 WITH CVT SUFFER. WHAT ABOUT THE FACT THAT YOU STOPPED USING THE
2 CVT TRANSMISSION ON THE TAURUS X? WHY? I THINK WE KNOW BASED ON
3 THE NUMEROUS CVT FAILURES AT SUCH LOW MILEAGE. BUT NOT LOW
4 ENOUGH TO BE COVERED BY WARRANTY.
- 5 • I HAVE A 2006 FORD FREESTYLE THAT THE ENGINE SURGES WITH OUT
6 PRESSING THE GAS. ALSO, THE AWD AND TC FUNCTION ISN'T WORKING
7 AND WE ARE ALSO GETTING INSTRUMENT PANEL WARNINGS FOR NO SEAT
8 BELT, AIR BAG WARNINGS. FORD SAYS I NEED TO REPLACE CVT
9 TRANSMISSION TO FIX. *TR
 - 10 • OUR 2007 FORD FREESTYLE (70124) BEGAN MAKING A NOISE IN PARK AND
11 NEUTRAL. TOOK IT TO DEALERSHIP AND WAS TOLD THE CVT
12 TRANSMISSION NEEDED TO BE REPLACED AT A COST OF \$4384 WITH LABOR
13 AND FLUSH \$5618.87 TO REPAIR. AFTER READING OTHER ACCOUNTS HERE I
14 ALSO RECOGNIZE THE LURCHING FORWARD. TRIED TO TRADE VEHICLE
15 BUT COST OF REPAIR TAKES AWAY TRADE IN VALUE. WE WILL WAIT FOR A
16 PUSH PULL AND DRAG SALE AND TRY TO GET AT LEAST ENOUGH FOR IT TO
17 GET ANOTHER VEHICLE. WAS TOLD THAT THE NEW REPLACEMENT
18 TRANSMISSION CARRIES A 100,000 MILE WARRANTY. WHY DID THE
19 CURRENT TRANSMISSION HAVE ONLY 60,000 MILE WARRANTY. WE WERE
20 • TOLD FORD IS THE ONLY PLACE TO GET THE NEW TRANSMISSION. WIN WIN
21 SITUATION FOR FORD AT CUSTOMER EXPENSE. ONE SOLUTION FOR FORD
22 TO CONSIDER IF THEY CANNOT DO A RECALL IS TO REFINANCE VEHICLES
23 FOR TRANSMISSION REPAIR AT COST. THEY SHOULD NOT JUST ABANDON
24 THEIR CUSTOMERS. *TR
 - 25 • A 2007 FORD FREESTYLE TRANSMISSION FAILURE. IT WAS ONLY A FEW
26 THOUSAND MILES OUT OF WARRANTY AND BARELY 3 YEARS OLD. THIS IS
27 A TRANSMISSION ISSUE WITH THE CVT TRANSMISSION THAT EVERYONE IN
28 THE INDUSTRY SEEMS TO BE FULLY AWARE OF AND FORD REFUSES TO

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EX-115-5580

1 STAND BEHIND THEIR PRODUCT. HOWEVER, FORD IS HAPPY TO CHARGE ME
2 \$5000 TO HAVE IT FIXED BY THEM. I AM VERY DISAPPOINTED IN THEIR
3 LACK OF INTEGRITY OF STANDING BEHIND THEIR PRODUCT. *TR
4 • MY 2005 MERCURY MONTEGO WITH JUST OVER 18,000 MILES SUDDENLY
5 WENT DEAD, WHILE PARTIALLY PULLED OUT IN TRAFFIC. IT WAS TRACED
6 TO THE CVT TRANSMISSION. NO HARM OCCURRED, BUT I AM GOING TO GET
7 RID OF THE CAR. I ALSO NOTICED INFO ON THE INTERNET WITH CVT
8 PROBLEMS. I SEE TOO THAT FORD PULLED OUT THE CVT TRANSMISSIONS
9 ON ITS NEW MODELS FOR THE SABLE (WHICH WAS THE MONTEGO) AND
10 TAURUS. I HAD TO PAY JUST OVER \$1900 ON THIS REPAIR--WHICH I DO NOT
11 BELIEVE IS FAIR, AS IT APPEARS TO BE A DEFECT WITH THE CVT. *TR
12 • 2006 MERCURY MONTEGO NEEDS A NEW TRANSMISSION. IT IS A CVT
13 TRANSMISSION. DEALER STATED THAT NOW THEY KNOW THEY HAVE
14 PROBLEMS BUT THAT THEY DIDN'T KNOW WHEN THEY FIRST STARTED TO
15 SELL THEM.
16 • TRANSMISSION ON 2006 MERCURY MONTEGO PREMIER AWD/ CVT
17 TRANSMISSION WENT OUT WITH ONLY 78429 MILES ON IT. *TR
18 • 2007 MERCURY MONTEGO: FIRST AT 56K MILES WHEN PUTTING THE CAR
19 INTO REVERSE IT WOULDN'T GO INTO GEAR, UNDER WARRANTY FORD
20 CHANGED THE FLUID SAID NOTHING ELSE WAS WRONG, GOT CAR BACK
21 AND IT STILL DID SAME THING, TOOK BACK TO FORD NOTHING WRONG BUT
22 CAR CONTINUED TO HAVE SAME PROBLEM AND A THE MOTOR NOISE GOT
23 LOUDER. THEN AT 112K CAR WOULDN'T GO INTO GEAR, HIGH SPEED WAS
24 10MPH. IT WAS THE CVT TRANSMISSION. CALLED NUMEROUS
25 TRANSMISSION GARAGES NO ONE WORKS ON THEM. FOUND ONE THAT
26 WOULD LOOK AT IT, THEY CONFIRMED IT WAS THE TRANSMISSION, FORD
27 WOULD NOT RELEASE ANY PARTS FOR REBUILDING IT. THEN FORD WOULD
28 NOT RELEASE A REFURBISHED TRANSMISSION FOR IT, THEN THEY