

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION**

WILLIAMS A. AMBULANCE, INC.,	§	
STAT SERVICES OF JEFFERSON	§	
COUNTY A, L.L.P., & STAT SERVICES	§	CIVIL ACTION NO. 1:06-CV-776
OF JASPER COUNTY A, L.L.P.	§	JUDGE CRONE
DBA STAT CARE EMS	§	JURY
VS.	§	
	§	
FORD MOTOR COMPANY	§	

FOURTH AMENDED CLASS ACTION COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Southark EMS, LLC; Buncombe County, a body corporate and politic, d/b/a Buncombe County Emergency Medical Services; Eastern Area Prehospital Services, Jefferson County Emergency Medical Service; and Williams A. Ambulance, Inc., Stat Services of Jefferson County A, L.L.P., & Stat Services of Jasper County A, L.L.P. (hereinafter collectively referred to as "Plaintiffs"), on behalf of themselves and all others similarly situated and, respectfully file their Fourth Amended Class Action Complaint against Defendant, Ford Motor Company (hereinafter, "Ford" or "Defendant"), and allege, based on personal knowledge as to Plaintiffs' actions and upon information and belief as to all other matters, as follows:

PARTIES

1. Plaintiffs, Williams A. Ambulance, Inc., Stat Services of Jefferson County A, L.L.C. and Stat Services of Jasper County A, L.L.C., d/b/a Stat Care EMS (collectively, "Williams") are operators of an ambulance service with its principal place of business in Beaumont, Jefferson County, Texas.

2. Plaintiff, Buncombe County, a body corporate and politic, d/b/a Buncombe County Emergency Medical Services (“Buncombe”), is the operator of an ambulance service with its principal place of business in Asheville, Buncombe County, North Carolina.

3. Plaintiff, Eastern Area Prehospital Services (“EAPS”), is the operator of an ambulance service with its principal place of business in Turtle Creek, Allegheny County, Pennsylvania.

4. Plaintiff, Jefferson County Emergency Medical Service (“JCEMS”), is the operator of an ambulance service with its principal place of business in Dandridge, Jefferson County, Tennessee. All of JCEMS’s vehicles at issue in this litigation were purchased from Peach State Ambulance, Inc., which is located in Tyrone, Georgia. The ambulances were sold and picked up in Georgia.

5. Plaintiff, Southark EMS, LLC (“Southark”), is the operator of an ambulance service with its principal place of business in Hamburg, Ashley County, Arkansas.

6. Defendant, Ford Motor Company, is a Delaware corporation with its principal place of business in Dearborn, Michigan. Defendant Ford is authorized to conduct business in the State of Texas. Defendant has been served and has made an appearance in this case.

JURISDICTION AND VENUE

7. The Court has jurisdiction over Ford since at all relevant times Ford has transacted business within the State of Texas as a designer, manufacturer and distributor of motor vehicles, including vehicles equipped with the 6.0L Engines at issue in this case. Defendant Ford derives substantial revenue from Texas residents.

8. This case has been removed to this Court by Ford. This Court has subject matter jurisdiction over this class action under the Class Action Fairness Act (“CAFA”) because there are more than one-hundred class members, there are members of the Plaintiff class who are

citizens of states different from that of Ford, and the aggregate of class members' claims is more than \$5 million. 28 U.S.C. § 1332(d).

9. Additionally, the court has jurisdiction over the lawsuit under 28 U.S.C. §1332(a)(1) because the plaintiffs and the defendant are citizens of different states and the amount in controversy exceeds \$75,000, excluding interests and costs. Ford is a Delaware corporation with its principal place of business in Dearborn, Michigan. Plaintiffs are companies with their principal place of businesses located in Beaumont, Jefferson County, Texas and throughout the United States (though not in Delaware or Michigan).

10. Venue is proper in Jefferson County, Texas as a substantial part of the events giving rise to Plaintiffs' claims occurred in the State of Texas, including Jefferson County, Texas, pursuant to Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code. A significant number of the malfunctions, repairs, and service of the subject ambulance units occurred in the State of Texas.

FACTS

11. Ford is, and has been at all relevant times, engaged in the business of developing, designing, manufacturing, testing, assembling, inspecting, marketing, distributing and selling Ford vehicles and/or vehicle chassis equipped with Ford's 6.0-liter diesel engines (hereinafter, "6.0L Engines").

12. In particular, Ford manufactured and sold vehicle chassis which included the 6.0L Engines for use in ambulances beginning in 2003. These ambulance chassis with 6.0L Engines were labeled by Ford as including the "Ford Ambulance Prep Package."

13. Plaintiffs are owners, lessees and/or operators of ambulances built upon these Ford ambulance chassis. Each ambulance chassis was sold by Ford with a 6.0L Engine.

14. Ford represented that the “Ford Ambulance Prep Package” vehicles were equipped with additional wiring, more extensive electrical systems, additional air conditioning lines, and extra payload capability, among other things, to accommodate the vehicle for ambulance use.

15. Ford has labeled, and impliedly warranted, all Ford ambulance chassis with the 6.0L Engines as being equipped with the “Ford Ambulance Prep Package” and accordingly as being suitable for ambulance use. (See Exhibit 1 to Plaintiff’s prior Complaint, Ford’s New Vehicle Limited Warranty, p 28).

16. When purchased, the vehicles included stickers affixed to the vehicle by Ford, which state “EQUIPPED WITH THE FORD AMBULANCE PREP. PKG.”

17. Plaintiffs relied on these representations and would not have purchased the vehicles had they not been represented to be equipped with Ford’s ambulance package.

18. Since the purchase of the Ford ambulance units, Plaintiffs have experienced extensive and repeated problems with the Ford vehicles in their ambulance fleets.

19. Plaintiffs have spent an unprecedented amount of time making repeat visits to various Ford service departments attempting to resolve the engine problems to no avail.

Williams Plaintiffs

20. Plaintiffs, Williams A. Ambulance, Inc., Stat Services of Jefferson County A, L.L.C. and Stat Services of Jasper County A, L.L.C. d/b/a Stat Care EMS (hereinafter referred to as “Williams”) operate emergency ambulance services throughout southeast Texas and have been doing so since 2001.

21. When Williams purchased the ambulance business, the existing ambulance fleet consisted entirely of Ford ambulance units equipped with Ford 7.3-liter diesel engines (hereinafter “7.3L Engine”).

22. Other than standard maintenance, the 7.3L Engines required little if any repair work.

23. Beginning in October 2004, due to the high mileage of the existing fleet, Williams purchased a total of twenty Ford Model vehicles equipped with 6.0L Engines from ambulance broker Phoenix Group. Williams was the original purchaser of the units and hold title to all of the units.

24. As a result of defects in the 6.0L Engine, Williams has experienced numerous problems with their ambulance units, often while attempting to perform emergency medical services.

25. These defective engines have caused the ambulances to exhibit poor engine acceleration, poor air conditioning performance, failure to withstand long periods of engine idle, rough idle, difficulty starting the engine, inability to start engine, engine stalling and complete loss of power while driving and/or performing or attempting to perform emergency medical services.

26. Details of the defects in Williams' vehicles, as well as the claims made by Williams to Ford for repair of the defects, are known to Ford because Williams has notified Ford through its dealerships.

27. Williams purchased Unit No. 3, a 2004, new Ford E-series 6.0L Engine, VIN 1FDWE35P04HA54713, on 06/31/04 from The Phoenix Group for \$68,504.00. Williams has had problems with this unit failing to start and/or having difficulty starting, losing power during acceleration, and running rough. These problems began when the vehicle had only 54,696 miles on it. Williams has taken the unit to Kinsel Ford and Orange Ford on at least three different occasions with the unit being in the service department up to 11 days for the repairs on one of those occasions.

28. The Williams Plaintiffs purchased Unit No. 4, a 2005, new Ford E-series 6.0L Engine, VIN 1FDWE35P95HA17001, on 7/19/05 from THE PHOENIX GROUP for \$82,717.13. Williams has had problems with the engine overheating, engine running rough and blowing smoke, AC not cooling or inoperable, loss of power in the engine, and at times the engine would not run over 50 mph. These problems began six months after the purchase of the unit when the unit only had 20,496 miles. Williams has taken the unit to Kinsel Ford and Orange Ford on at least five different occasions with the unit remaining at the service department up to 30 days for the repairs on one of those occasions and 16 days on another.

29. Williams purchased Unit No. 8, a 2005, new Ford E-series 6.0L Engine, VIN 1FDWE35P55HA20607, on 7/19/05 from The Phoenix Group for \$82,717.13. Williams has had problems with the engine running rough (especially when starting cold), the engine failing to starting when warm, the vehicle losing power during travel at least one time while on the interstate, the air conditioner not cooling, the air conditioner compressor making a loud noise, the cooling fan making a roaring noise at all times, the vehicle completely losing power, and the engine missing. These problems began seven months after the purchase of the unit with the mileage of the vehicle being 19,485 at the time. Williams has taken the unit to Kinsel Ford and Orange Ford on at least six different occasions with the unit being in the service department, on one occasion, up to twenty days for repairs.

30. Williams purchased Unit No. 9, a 2005, new Ford E-series 6.0L Engine, VIN 1FDXE45P35HA05470, on 4/27/05 from The Phoenix Group for \$60,265.19. Williams has had continuous problems with the air conditioner not cooling, which occurred shortly after a year from the date of purchase with the mileage of the vehicle being 32,402 at the time. Williams has taken the unit to Orange Ford on at least three different occasions with the unit being in the service department up to ten days for repairs on one occasion.

31. Williams purchased Unit No. 15, a 2006, new Ford E-series 6.0L Engine, VIN 1FDWE35PX6HA78214, on 11/2/05 from The Phoenix Group for \$59,765.13. Williams has experienced difficulties with the air conditioning not cooling the unit and the engine failing to start. These problems began approximately two months after the date of purchase with unit only having 5,285 miles. Williams has taken the unit to Orange Ford and Kinsel Ford on at least three different occasions with the unit being in the service department for at least two days on each occasion.

32. Williams purchased Unit No. 53, a 2006, new Ford E-series 6.0L Engine, VIN 1FDSS34P96HA53121, on 10/12/05 from The Phoenix Group for \$48,034.38. Problems that Williams has had with this unit include the engine stalling while turning the vehicle, and the vehicle stalling while driving in general and not restarting until it has cooled. These problems began approximately six months after the date of purchase with unit only having 19,325 miles. Williams has taken the unit to Orange Ford and Kinsel Ford on at least three different occasions with the unit being in the service department for at least four days on each occasion, and on one occasion it was in the shop for approximately thirteen days.

33. Williams purchased Unit No. 55, a 2005, new Ford E-series 6.0L Engine, VIN 1FDWE35P75HA40602, on 4/8/05 from The Phoenix Group for \$72,293.75. Williams has had difficulties with the front air conditioning being inoperable, loss of power, vehicle not pulling, the unit making a loud noise followed by the air conditioning not working, vehicle running rough and misfiring. The problems with the unit began approximately nine months after the date of purchase when the odometer read 40,217 miles. Williams has taken the unit to Orange Ford, Jasper Ford, and Kinsel Ford on at least six different occasions in an attempt to get the problems repaired with the unit being in the service department for at least eleven days on one occasion, and anywhere between five and nine days on three other occasions.

34. Williams purchased Unit No. 56, a 2006, new Ford E-series 6.0L Engine, VIN 1FDSS34P86HA62151, on 10/12/05 from The Phoenix Group for \$48,034.38. Williams experienced problems with the air conditioning not cooling and the transmission slipping. The problems began approximately five months after the date of purchase with the mileage of the vehicle being 11,592. Williams has taken the unit to Orange Ford at least two different times in an attempt to get the problems repaired.

35. Williams purchased Unit No. 60, a 2006, new Ford E-series 6.0L Engine, VIN 1FDWE35P76HA92474, on 1/13/06 from The Phoenix Group for \$59,765.13. The problems Williams has experienced with the unit include the vehicle starting but dying, vehicle stalling while driving, vehicle running rough, and exhaust rattling while vehicle warms up. The problems began approximately two months after the date of purchase with the mileage of the vehicle being 1,529. Williams has taken the unit to Orange Ford at least five different times in an attempt to get the problems repaired with the vehicle being at the service department at least thirteen days on one occasion.

36. Williams purchased Unit No. 61, a 2005, new Ford E-series 6.0L Engine, VIN 1FDWE35P05HA60612, on 4/8/05 from The Phoenix Group for \$72,293.75. Williams' issues with this unit includes the vehicle breaking down requiring it to be towed, engine failing to start or dying, loss of power, vehicle not shifting properly, and engine running rough and emitting blue smoke. The issues with this unit began just ten months after the date of purchase with the odometer reading 35,486 at the time. Williams has taken the unit to Orange Ford and Kinsel Ford on at least four different occasions in an attempt to get the problems repaired. On at least three different occasions the vehicle remained at the service department for at least fifteen days.

37. Williams purchased Unit No. 63, a 2005, new Ford E-series 6.0L Engine, VIN 1FDSS34P05HA84031, on 6/20/05 from The Phoenix Group for \$56,409.38. Williams has experienced problems with the air conditioning being inoperable. This problem began a fourteen months after the date of the unit's purchase with the mileage being 24,822 at the time. Williams has taken the unit to Orange Ford on at least one occasion in an attempt to get the problems repaired.

38. Williams purchased Unit No. 64, a 2005, new Ford E-series 6.0L Engine, VIN 1FDWE35HA58683, on 6/28/05 from The Phoenix Group for \$79,189.38. Williams has had problems with this unit breaking down requiring it to be towed on at least four different occasions. The issues with this unit also includes the engine running rough and smoking, transmission being inoperable, air conditioning not cooling, and the engine stalling during travel. These problems began less than five months after the date of purchase with the vehicle having only 14,184 miles at the time. Williams has taken the unit to Kinsel Ford and Orange Ford service department on at least six different occasions in an attempt to get the problems repaired with the vehicle being in the service department for at least seven days on one occasion.

39. Williams purchased Unit No. 66, a 2004, new Ford E-series 6.0L Engine, VIN 1FDWE35P54HB47193, on 7/13/05 from The Phoenix Group for \$85,293.44. Williams has had problems with the air conditioning not cooling. This problem occurred when the vehicle had 20,332 miles on it. Williams has taken the vehicle to Orange Ford on at least one occasion for repair of this issue.

40. Williams purchased Unit No. 67, a 2005, new Ford E-series 6.0L Engine, VIN 1FDWE35P86HA04063, on 8/3/05 from The Phoenix Group for \$76,437.50. The problems Williams has had with this vehicle include the vehicle breaking down and needing to be towed on at least two different occasions, the vehicle failing to start, and the engine stalling. These

problems began approximately nine months after the vehicle was purchased and the vehicle's mileage was at 26,953. Williams has taken the vehicle to Orange Ford or Kinsel Ford's service department on at least four occasions to repair these issues.

41. Williams purchased Unit No. 68, a 2005, new Ford E-series 6.0L Engine, VIN 1FDWE35P35HB49185, on 8/3/05 from The Phoenix Group for \$76,437.50. Williams has experienced this vehicle breaking down on at least two occasions requiring the vehicle to be towed. The problems also include the engine running rough, loss of power during travel, failing to start, air conditioner inoperable or failing to cool, and the check-engine light coming on. The problems began eight months after the date of purchase with the mileage on the unit being 27,401 at the time. Williams has taken the vehicle to Orange Ford's service department on at least six different occasions to repair these issues with the vehicle remaining in the service department for at least five days on four separate occasions.

42. As described above, Williams has notified Ford of the defects in their engines by bringing their vehicles to various Ford dealerships, describing the defects and the problems caused by the defects, and repeatedly giving Ford the opportunity to repair or replace them.

43. Williams systematically maintains the ambulances in its fleet in accordance with all of Ford's recommendations.

44. According to Ford's "Owner's Guide Supplement" ("Guide") for 6.0L Engines that are subjected to special operating conditions, such as extensive engine idling, the engine oil should be changed and the oil filter should be replaced every 5,000 miles, 6 months or 200 hours of engine operation.

45. Williams has consistently followed a practice of changing the oil in all units at 3000 miles with the oil changes occurring on average, every two months. Williams' experience is that

the engine operates less than 200 hours per 3000 miles, so the 200 engine-hour recommendation is also satisfied.

46. Ford's Guide recommends the engine coolant be changed at least every 105,000 miles. Williams also complies with this recommendation.

47. Ford's Guide recommends the air filter minder be checked at every oil change. Williams visually inspects the actual air filter at every oil change and replaces the filter as needed. Ford's Guide recommends replacing the fuel filter every 15,000 miles, which Williams does.

48. As described above, Williams notified Ford of the multiple problems caused by the engine defects each time it brought its vehicles in for repair. Additionally, Williams notified Defendant Ford of the 6.0L Engine defects and problems caused thereby, by letter on December 2005 (See, for example, Exhibit 2 – Letter to Olathe Ford dated Dec. 27, 2005). Williams contacted Olathe Ford and informed a Ford representative of the continuous mechanical malfunctions of the 6.0L Engine design. Williams also notified the local Ford service departments on numerous occasions of the continued malfunctions of the 6.0L Engines with repeated unsuccessful attempts made by the service departments to repair the problems.

49. Diesel technicians working on Williams' units at the dealerships, including Don Dunaway at Orange Ford and Murphy Broussard at Kinsel Ford, acknowledged, in the presence of representatives of Williams, the high volume of problems the Ford 6.0L Engines have experienced.

50. Williams was informed by one of the local dealerships that the humidity and heat of the Southeast Texas area was most likely causing the issues with the 6.0L Engines. However, even if the problems with the engines were caused by the heat and humidity, at no time did Ford ever disclose to its customers that its engines were not suitable for use in locations that were hot

and humid. Furthermore, this explanation would not explain why the same problems were happening in locations and during seasons that were not hot and humid.

51. Williams held two face-to-face meetings with Ford's Commercial Area Field Manager for South Texas, Joel Neilsen. These meetings occurred at Williams' place of business where again complete dissatisfaction with the 6.0L Engines was expressed by Williams. Joel Neilsen reinforced that the Southeast Texas climate was the cause for the problems with the 6.0L Engine. Williams' agent, Rod Carroll, informed Mr. Neilsen that the issues with the 6.0L Engines were occurring across the nation and at that time Mr. Neilsen admitted to Mr. Carroll that Ford knew it had a problem. He also revealed that Ford had engineers investigating the cause. Mr. Neilsen also admitted that Ford was in a rush to have the 6.0L Engines manufactured and there was no beta testing of the engines.

52. As a solution to Williams' problem, Mr. Neilsen responded by encouraging local dealers in the area to provide preferential treatment to Williams (i.e. making sure Williams received priority over other customers when repairs were needed.). He also provided Williams with a list of Technical Service Bulletins (TSB) and Special Service Messages (SSM) pertinent to the E-series 6.0L Engines.

53. Included in this information was TSB 05-23-16, which addressed lack of cooling and compressor failure in the 6.0L Engine. The symptoms this TSB pertained to were poor air conditioning performance and/or AC compressor failure.

54. SSM 18884 was also provided, which applied to 2005 – 2006 F-Super Duty/E-Series engines, and addressed a leak at the high pressure pump leading to a condition whereby the engines are hard to start, or fail to start when hot.

55. SSM 18926 was also given to Williams by Mr. Nielsen. This service message addressed a problem in some E-series vehicles with 6.0L Engines, whereby the engines were difficult or impossible to start due to low, or no, injection control pressure.

56. Indeed, these bulletins, describing symptoms consistent with those experienced by Williams, demonstrate again the ongoing problems with Ford's 6.0L engine, and the fact that Ford was aware of the problems with these engines, and Ford's failure to adequately address the issues by failing to properly repair or replace these defective engines.

57. Williams suffered damages as further described below.

Buncombe County, a body corporate and politic d/b/a Buncombe County Emergency Medical Services

58. Buncombe County, a body corporate and politic d/b/a Buncombe County Emergency Medical Services, (hereinafter referred to as "Buncombe") operates emergency ambulance services throughout Buncombe County, North Carolina.

59. Beginning in 2003, Buncombe purchased twelve 2003 Ford Model vehicles equipped with 6.0L Engines from Chief's Fire and Rescue in Jefferson, North Carolina. Buncombe was the original purchaser of the units and held title to all of the units identified by Unit Number and Vehicle Identification Number below:

BUNCOMBE COUNTY EMS FORD 6.0L ENGINE UNITS	
UNIT NUMBER	VEHICLE IDENTIFICATION NUMBER
1653	1FDWF36PX3EC14011
1654	1FDWF36PX3EC14012
1655	1FDWF36P13EC14013
1656	1FDWF36P13EC29224
1657	1FDWF36P63EC14010
1658	1FDWF36P33EC29225
1659	1FDWF36P33EC36370
1660	1FDWF36P63EC43832
1661	1FDWF36P53EC51131
1662	1FDWF36P13EC87415
1663	1FDWF36P33EC87416
1664	1FDWF36P13EB92661

60. As a result of defects in the 6.0L Engine, Buncombe has experienced numerous problems with its ambulance units, often while attempting to perform emergency medical services.

61. These defective engines have caused the ambulances to have issues while driving and/or performing or attempting to perform emergency medical services. The problems Buncombe has experienced with these units include, but are not limited to, idle fluctuation issues; no power on acceleration; loss of power on inclines; EGR valve issues; failure to stay running; oil leaks; fuel injector issues; excessive smoking during hard acceleration; and engine failure during call response, including one incident of engine failure that caused loss of brakes and power steering resulting in an accident with a police car (which resulted in Buncombe incurring expenses to repair the ambulance, repair the police car, and compensate the two injured paramedics in the ambulance and the injured officer in the police car).

62. These problems began shortly after the vehicles were purchased. Buncombe has taken these units to Matthews Ford, Inc. (now Asheville Ford) in Asheville, North Carolina, Black Mountain Ford in Black Mountain, North Carolina, and Ken Wilson Ford in Canton, North Carolina, for the repairs.

63. Details of the defects in Buncombe's vehicles, as well as the claims made by Buncombe to Ford for repair of the defects, are known to Ford because Buncombe notified Ford through its dealerships.

64. As described above, Buncombe notified Ford of the multiple problems caused by the 6.0L Engine defects each time it brought its vehicles in for repair. Buncombe also notified Ford through its dealerships' service departments on numerous occasions that the malfunctions

of the 6.0L Engines were continuing and that the repeated attempts made by the service departments to repair the problems were unsuccessful.

65. Because of the repeated failures and the unreliability of the 6.0L Engines, Buncombe was forced to purchase multiple new ambulances built on chassis with non-Ford engines, and trade in its ambulances with Ford 6.0L Engines.

66. Because the problems with the 6.0L Engines are so well-known in the ambulance industry, Buncombe received an extremely reduced price for the ambulances it traded in.

67. Buncombe suffered damages as further described below.

Eastern Area Prehospital Services

68. Eastern Area Prehospital Services, (hereinafter referred to as the "EAPS Plaintiff") operates emergency ambulance services throughout Allegheny County, Pennsylvania.

69. Beginning in 2004, EAPS purchased two 2004 Ford E-Series Model vehicles equipped with 6.0L Engines from Penn Care in Niles, Ohio. EAPS was the original purchaser of the units and holds title to all of the units identified by Unit Number and Vehicle Identification Number below:

EASTERN AREA PREHOSPITAL SERVICES FORD 6.0L ENGINE UNITS	
UNIT NUMBER	VEHICLE IDENTIFICATION NUMBER
316	1FDWE35P64HB49809
317	1FDWE35P24HB49807

70. As a result of defects in the 6.0L Engine, EAPS has experienced numerous problems with its ambulance units. These defective engines have caused the ambulances to have issues while driving and/or performing or attempting to perform emergency medical services. The problems EAPS has experienced with these units include head gasket issues;

lack of heat; coolant issues; failure to stay running; failure to start; coolant issues; compressor issues; lack of power; EGR valve issues; inoperable auto throttle; engine overheating; and antifreeze leaks.

71. These problems began shortly after the vehicles were purchased.

72. EAPS has taken these units to Allegheny Ford-Sterling-Isuzu Truck Sales, Co. in Pittsburgh, Pennsylvania; Raceway Plaza Ford in Heidelberg, Pennsylvania; and Day Ford in Monroeville, Pennsylvania on numerous occasions for repairs.

73. Details of the defects in EAPS's vehicles, as well as the claims made by EAPS to Ford for repair of the defects, are known to Ford because EAPS notified Ford through its dealerships.

74. As described above, EAPS notified Ford of the multiple problems caused by the engine defects each time it brought its vehicles in for repair. EAPS also notified Ford through its dealerships' service departments on numerous occasions that the malfunctions of the 6.0L Engines were continuing and that the repeated attempts made by the service departments to repair the problems were unsuccessful.

75. EAPS also made several calls to Ford Customer Service in December, 2004, and early 2005 concerning their problems with the ambulances and their problems in getting parts for the ambulances, with no results therefrom.

76. EAPS suffered damages as further described below.

Jefferson County Emergency Medical Service

77. Jefferson County Emergency Medical Services, Inc., (hereinafter referred to as “JCEMS”) operates emergency ambulance services throughout Jefferson County, Tennessee.

78. Beginning in 2005, JCEMS purchased seven (one 2005, three 2006 and three 2007) Ford Model vehicles equipped with 6.0L Engines from Peach State Ambulance in Tyrone, Georgia. The ambulances were sold and picked up in Georgia.

79. Plaintiff currently holds title to all of the units identified by Unit Number and Vehicle Identification Number below:

JEFFERSON COUNTY EMS FORD 6.0L ENGINE UNITS	
UNIT NUMBER	VEHICLE IDENTIFICATION NUMBER
104	1FDSE35PX6HA39704
105	1FDWE35P15HA60604
106	1FDWE35P96HA93867
107	1FDWE35P96HA93688
108	1FDWE35PX7DA01223
109	1FDWE35P37DA01225
110	1FDWE35PX7DA11993

79. As a result of defects in the 6.0L Engine, JCEMS has experienced numerous problems with their ambulance units, often while attempting to perform emergency medical services. These defective engines have caused the ambulances to have issues while driving and/or performing or attempting to perform emergency medical services. The problems that JCEMS has experienced with these units include, but are not limited to idle fluctuation; lack of power on acceleration; loss of power on inclines; EGR valve issues; failure to stay running; oil leaks; fuel injector issues; excessive smoking during hard acceleration; and engine failure.

80. These problems began shortly after the vehicles were purchased.

81. JCEMS has taken these units to Rusty Wallace Lincoln Mercury in Talbott, Tennessee, and Jefferson County Maintenance Garage in Dandridge, Tennessee on numerous

occasions with the units being in the service department for extended periods including one time in excess of thirty days at a time for the repairs at the Ford dealership and repair shop.

82. Details of the defects in JCEMS's vehicles, as well as the claims made by JCEMS to Ford for repair of the defects, are known to Ford because JCEMS notified Ford through its dealerships.

83. As described above, JCEMS notified Ford of the multiple problems caused by the engine defects each time it brought its vehicles in for repair. JCEMS also notified Ford through its dealerships' service departments on numerous occasions that the malfunctions of the 6.0 diesel engines were continuing and that the attempts made by the service departments to repair the problems were unsuccessful.

84. JCEMS was forced to buy new ambulances with non-Ford engines as a result of the problems with the Ford 6.0L engines.

85. JCEMS suffered damages as further described below.

Southark EMS, LLC

86. Southark EMS, LLC (hereinafter referred to as "Southark") operate emergency ambulance services throughout Ashley County, AR, and have been doing so for years. Beginning in 2004, Southark purchased four 2004 Ford Model E-Series vehicles equipped with 6.0L Engines from Wheeled Coach in Winterpark, Florida and Taylor Made Ambulance in Newport, Arkansas. Southark was the original purchaser of the units and holds title to all of the units identified by Unit Number and Vehicle Identification Number:

SOUTHARK EMS LLC FORD 6.0L ENGINE UNITS	
UNIT NUMBER	VEHICLE IDENTIFICATION NUMBER
1	1FDSS34P24HB48469
2	1FDSS34P74HA92433
3	1FDWF36P34EC34670
4	1FDWF36PX4EC02654

87. As a result of defects in the 6.0L Engine, Southark has experienced numerous problems with its ambulance units, often while attempting to perform emergency medical services. These defective engines have caused the ambulances to have issues while driving and/or performing or attempting to perform emergency medical services. The problems that Southark has experienced with these units include, but are not limited to, air conditioning problems, oil cooler failure, water leaking from EGR Cooler Hose, smoke out of the exhaust, radiator problems, engine surge at 60-70 MPH, loss of engine power, starting problems, and engine losing power after idle.

88. These problems began shortly after the vehicles were purchased.

89. Details of the defects in Southark's vehicles, as well as the claims made by Southark to Ford for repair of the defects, are known to Ford because Southark notified Ford through Ford's dealerships.

90. As described above, Southark notified Ford of the multiple problems caused by the 6.0L Engine defects each time it brought its vehicles in for repairs. Southark also notified Ford through Ford's dealerships' service departments on numerous occasions that the malfunctions of the 6.0L Engines were continuing and that the repeated attempts made by the service departments to repair the problems were unsuccessful.

91. Southark suffered damages as further described below.

FORD IS AWARE OF THE DEFECTS IN ITS 6.0L ENGINE

92. Plaintiffs herein complain that the engines in their ambulances are defective, forcing them to repeatedly bring their vehicles to Ford dealerships for repair, only to have the vehicles break down again due to the defective nature of the engine and/or the improper repair.

93. A review of the pleadings and affidavits in Ford's lawsuit against Navistar, the supplier of these engines, reveals that the engines are defective and Ford does not know how to

repair them. See *Ford Motor Co. v. Navistar Int'l Transp. Corp., et al.*, Case No. 07-080067-CK, Circuit Ct, Oakland County, Michigan (the “*Navistar case*”). *Ford Motor Co. v. Navistar Int'l Transp. Corp., et al.*, Case No. 07-080067-CK, Circuit Ct, Oakland County, Michigan (the “*Navistar case*”).

94. In the *Navistar case*, Ford takes the position that these 6.0L Engines are defective. Ford cannot now take the conflicting position that the engines are not defective.

95. In Ford's *Navistar* pleadings and supporting affidavits of Ford personnel, Ford stated that “the 6.0L engine has experienced quality problems from the time of its November 2002 launch. . . . It has the highest repair rates of any engine Ford has put into widespread distribution.” Ford's Brief in Support of its Motion for Temporary Restraining Order and Preliminary Injunction (“Ford's TRO Brief”) at 5.

96. Ford's Director of V-Engine and Diesel Engineering, Bob Fascetti, stated in his affidavit that Ford “has experienced unprecedented repair rates with the 6.0L engines.” Fascetti Affidavit at ¶ 12, attached to Ford's TRO Brief. “The 6.0L has had the largest R/1000 (repairs per thousand) rate ever experienced by Ford for an engine in widespread production. In fact, the 6.0L, which represents only 10% of Ford's total engine volume, accounts for approximately 80% of all of Ford's warranty spending on engines.” *Id.*

97. Ford sold its first car in 1903, started selling Model T's in 1908, and started making cars on an assembly line in 1913. See www.ford.com/en/heritage/history. The admission of Ford, a company which has been continuously producing and selling engines for a century, that its 6.0L engine has had the largest R/1000 (repairs per thousand) rate ever experienced by Ford for an engine in widespread production, demonstrates the severity of the defect at issue in this case.

98. In another affidavit submitted in the *Navistar* case, a Ford representative stated: From the time of its launch in late 2002, the 6.0L Engine has had high rates of repair and warranty repair costs. Ford and Navistar participated in more than 100 joint projects that focused on identifying and resolving specific issues with 6.0L engine parts. For many of the engine parts, Ford, Navistar, and/or Navistar's suppliers have **identified specific design and manufacturing issues** that are Navistar's responsibility and **that have caused the parts to fail.**" Affidavit of Mina Shams, Ford 6.0L Diesel Systems Diagnostics Supervisor, at ¶3 (emphasis added). In Ford's discovery responses in the *Navistar* case, Ford also admitted to multiple specific defects in multiple components of the engine.

99. Again, Ford's assertion in the *Navistar* case, that it has identified the specific design and manufacturing issues that have caused the parts to fail, directly contradicts its position in the present case that the engines are not defective.

100. Moreover, when Plaintiffs brought their vehicles to authorized Ford dealerships and complained about problems they were having, Plaintiffs were never told that Ford knew about specific design and manufacturing issues that were causing the engine parts to fail. In fact, when Plaintiffs complained that the engines were defective, Ford representatives denied the existence of any defect and refused to replace the defective engines.

101. Ms. Shams identifies multiple defects in the 6.0L Engine that have caused engines to fail, including: (1) defective non-industry standard fuel injector systems that, in tests conducted by Ford on returned vehicles, were found to be defective 86% of the time; (2) defective turbochargers which were found to be defective in 95% of returned vehicles; (3) a defective design that led to chafing of a critical wire; and (4) defective exhaust backpressure sensors. Affidavit of Mina Shams at ¶¶ 4 - 10.

102. Notably, Navistar's pleadings in the *Navistar* case take the position that the problems with the engines are caused by the inability of Ford-trained mechanics to diagnose and repair problems with these engines. "Ford failed to provide its dealers with the training [to handle repairs of the 6.0L engines] required by [Ford's agreement with Navistar]." (Navistar's May 2, 2007 Amended Counterclaim, p. 12, ¶ 38.) "Ford failed to require its dealers' technicians to participate in any mandatory training specific to the 6.0L engine until June, 2004, nearly two years after the 6.0L engine was introduced to the market." *Id.* "Dealers specifically complained to Ford that they did not receive sufficient training on diagnosing and repairing the 6.0L engine manufactured by [Navistar]." *Id.* "Ford also failed to provide its dealers with the proper tools to provide the needed repairs and to have certified diesel technicians do the work. The consequences have been (among others) numerous misdiagnoses by Ford dealers' technicians, [and] incorrect fixes by Ford dealers' technicians . . ." *Id.*

103. Navistar provides evidence of the inability of Ford-trained mechanics to diagnose and repair problems with the 6.0L engine by citing a test program implemented by Ford and Navistar whereby Navistar engineers were given an opportunity to examine 6.0L Engines which Ford dealer technicians were unable to repair after multiple attempts. *Id.* at 13, ¶ 40. According to Navistar, its personnel were able to fix nearly 100% of the engines in this test program. *Id.* at 13, ¶ 41. "In almost half of these instances, the repair (to the extent one was even necessary) was made with such relative ease that even a marginally trained technician should have been able to diagnose and fix the problem the first time." *Id.*

104. Ford warranted that its authorized Ford Motor Company dealers would, without charge, repair, replace, or adjust all parts that malfunctioned or failed during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials of factory workmanship. Ford's limited warranty of repairing and replacing defects failed of its

essential purpose because Ford failed to properly train and failed to properly equip its technicians to be able to make these repairs and, accordingly, they were unable to properly repair Plaintiffs' vehicles. Plaintiffs' experience with Ford's inability to repair the engine problems comports with Navistar's claims that Ford-trained technicians were unable to diagnose and repair problems "that even a marginally trained technician should have been able to diagnose and fix."

105. What becomes clear from the pleadings in the *Navistar* case is that the problems Ford's customers have experienced with the 6.0L Engines are due to a combination of a defectively designed and manufactured engine, and the inability of Ford and its authorized dealerships to diagnose and repair problems with the engines.

106. Ford also falsely warranted and represented to its customers that these engines were manufactured and designed for use in ambulances, yet they continue to fail.

107. Ford Motor Company, with knowledge of the defects, has not conducted sufficient recalls, has not notified Plaintiffs of the extent of the engines' inadequacies, has misrepresented to Plaintiffs that the 6.0L Engine problems were caused by factors other than an inherent defect (including improper maintenance and the weather), has failed to disclose known defects in the engines, and has failed to effectively repair or replace the engines and/or parts, or to reimburse Plaintiffs in any way.

108. The defective 6.0L Engines have caused Plaintiffs to suffer a loss of profits as a result of the inability to use the ambulance units. Plaintiffs have also suffered out-of-pocket expenses for ongoing necessary repairs and/or services to the units; towing costs for disabled units; deductible payments to Ford dealerships for repairs under warranty; expenses associated with complete engine failures including resulting personal injuries and property damage; expenses associated with acquiring and maintaining additional vehicles due to unreliability of the 6.0L engines; expenses of paying wages to ambulance drivers who are unable to work due to

the lack of sufficient working ambulance units, additional costs incurred from employing additional mechanics due to the problems with the 6.0L Engine, and other damages.

109. Any limitations and exclusions in Ford's warranty are substantively unconscionable because they are inordinately one-sided in Ford's favor in light of the fact that Ford knew of the inherent defect in the 6.0L Engines and nevertheless continued to sell chassis with defective engines without disclosing the inherent defect.

110. The unconscionability of Ford's remedy limitations and exclusions is exacerbated by the fact that Ford knew it was selling chassis with defective engines, and knew that it was unable to repair the defects. Accordingly, Ford attempted to limit its customers' remedies to a repair that it knew it would be unable to perform, and thus the limited remedy failed of its essential purpose and is unenforceable.

PLAINTIFFS' NOTICE TO FORD

111. As described above, Plaintiffs notified Ford (through authorized Ford dealerships) of the multiple problems caused by the engine defects each time Plaintiffs brought their vehicles in for repair.

112. Technical Service Bulletin ("TSB") 05-23-16 addressed lack of cooling and compressor failure in the 6.0L Engine. The symptoms this TSB pertained to were poor air conditioning performance and/or AC compressor failure.

113. Special Service Message ("SSM") 18884 applied to 2005 – 2006 F-Super Duty/E-Series engines addressed a leak at the high pressure pump leading to a condition whereby the engines are hard to start, or fail to start when hot.

114. SSM 18926 addressed a problem in some E-series vehicles with 6.0L Engines, whereby the engines were difficult or impossible to start due to low, or no, injection control pressure.

115. Indeed, these bulletins, describing symptoms consistent with those experienced by the Plaintiffs, demonstrate again the ongoing problems with Ford's 6.0L Engine, and the fact that Ford was aware of the problems with these engines, and Ford's failure to adequately address the issues by failing to properly repair or replace these defective engines.

MINIMUM STANDARD WARRANTED BY FORD

116. Ford was aware that its chassis labeled with the "Ford Ambulance Prep Package" would be placed in ambulances, and in fact Ford sold the chassis to ambulance companies which Ford knew would place an ambulance "box" on the chassis and sell the completed ambulance to various emergency medical service providers around the country. Ford further knew that many of the ambulances would carry the "Star-of-Life Ambulance" certification and label. Ford knew the chassis would be used for ambulances, and represented that the chassis were fit for use in ambulances. Ford also knew that a majority of the ambulances equipped with the 6.0 diesel engines would carry the Star-of-Life certification and label, meaning that Ford had to comply with the requisites of federal specification KKK-A-1822E. This specification establishes minimum standards, addressing the essential criteria for ambulance design, performance, and equipment, among other things, with the objective being to produce ambulances that will function reliably in pre-hospital or other mobile emergency medical services. Ford also knew that many of the ambulances were being sold to governmental entities which had established specifications for ambulances and taken bids which required an engine capable of use in an ambulance.

117. **Cooling and Air Conditioning Systems:** The minimum standards established by the KKK ambulance specification requires that the engine's cooling system design shall maintain the engine at safe operating temperatures at all drivable altitudes and grades encountered during on and off road vehicle use. The system must be capable of maintaining a safe and

stabilized engine operating temperature for a minimum of one hour, at a temperature of at least 100 degrees, at all altitudes of up to 10,000 feet. In addition, the air conditioning system must be able to cool the entire ambulance from a temperature of 95 degrees to 78 degrees in a thirty minute interval. For high temperature geographic areas, an auxiliary air conditioning condenser shall be provided to allow for maximum system performance.

118. **Speed and Acceleration:** Also according to the KKK ambulance specification, the ambulance should have the capability of sustaining a speed of not less than 65 mph over dry, hard surfaced, level roads at sea level. The vehicle should have a minimum average acceleration of 0-55 mph within 25 seconds.

119. **Electrical Generating System:** The KKK specification instructs, at a minimum, that the ambulance's electrical generating system shall be capable of supplying a continuous electrical load with all of the electrical systems going, which includes the air conditioner blowing in both the cab and patient compartment at the coldest setting and highest blower speed.

120. **Low Temperature Starting:** The specification also notes that an ambulance equipped with a diesel engine should start satisfactorily, without the aid of engine block preheating devices, at temperatures as low as 0 degrees.

CLASS ACTION ALLEGATIONS

121. Pursuant to FED. R. CIV. P. 23, Plaintiffs bring this action for themselves and on behalf of a class ("the Class") defined as:

122. All entities and natural persons in the United States (including the District of Columbia) who currently own or lease (or who in the past owned or leased) ambulances with ambulance prep package 47A containing a model year 2003-2007 Ford F-Series or E-Series chassis equipped with a 6.0-liter diesel engine (the "Class Vehicles"). Specifically excluded from the Settlement Class are: (a) all federal court judges who have presided over this case and their

spouses and anyone within three degrees of consanguinity from those judges and their spouses; (b) all persons who elect to exclude themselves from the Settlement Class; (c) all persons who have previously executed and delivered to Ford Motor Company releases of all their claims; and (d) Defendant's employees, officers, directors, agents, and representatives and their family members.

FED. R. CIV. P. 23(a) Prerequisites

123. The class is so numerous that joinder of all members is impracticable. At this time, Plaintiffs do not know the exact size of the Class. Based on information and belief, the Class is comprised of hundreds, if not thousands, of members and is so geographically dispersed as to render joinder of all Class members impracticable.

124. The claims of Plaintiffs and the Class Members involve common questions of fact and law, including, but not limited to:

- a. Whether the subject 6.0L Engines were unfit and/or unsafe for their use in ambulances;
- b. Whether the subject 6.0L Engines are defective making the ambulance units unable to withstand extended periods of engine idle;
- c. Whether the subject 6.0L Engines are defective causing the ambulance units to lack adequate air conditioning performance and/or experience air conditioning compression failure;
- d. Whether the subject 6.0L Engines are defective causing the ambulance units to experience difficulty in starting the units and/or causing the units not to start;
- e. Whether the subject 6.0L Engines are defective causing the ambulance units to lack the ability to perform emergency tasks;
- f. Whether Defendant negligently warned or failed to warn Plaintiffs of defects in the subject 6.0L Engines that Defendant either knew or should have known existed;
- g. Whether Defendant negligently tested or failed to test the subject 6.0L Engines;

- h. Whether Defendant negligently inspected or failed to inspect the subject 6.0L Engines;
- i. Whether the implied warranty of merchantability applied to the subject 6.0L engines;
- j. Whether Defendant breached the implied warranty of merchantability with respect to the subject 6.0L Engines;
- k. Whether Defendant made express warranties regarding the subject 6.0L Engines;
- l. Whether Defendant breached any express warranties regarding the subject 6.0L Engines;
- m. Whether the implied warranty of fitness for particular purpose applies to the subject 6.0L Engines because of the representation that they were equipped with the ambulance prep package;
- n. Whether the subject 6.0L Engines breached the implied warranty of fitness for particular purpose;
- o. Whether Defendant retained benefits conferred by Plaintiffs and the Class Members under circumstances which make Defendant's retention of these benefits unjust and inequitable; and
- p. Whether Defendant was unjustly enriched by obtaining revenues from the sale of defective engines.

125. Plaintiffs' claims are typical of the other Class Members' claims. As described above, Defendant expressly warranted that the 6.0L Engines that are the basis of this suit were manufactured and designed specifically for ambulance units and capable to withstand the rigors associated with the intended use or reasonably anticipated use of ambulance services. The engines are defective causing the units to stall, fail to start, break down, fail to accelerate, run rough, lose power, be unable to withstand long periods of engine idle, and fail to adequately power the air conditioning.

126. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs are members of the subject Class. Plaintiffs' interests coincide with, and are not antagonistic to, other Class Members' interests. Additionally, Plaintiffs have retained counsel experienced and

competent in complex, commercial, multi-party, mass tort, consumer, and class action litigation. Plaintiffs' counsels have prosecuted complex class actions in state and federal courts across the country.

FED. R. CIV. P. 23(b) Prerequisites

127. Questions of law and fact common to the Class predominate over questions affecting only individual Members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. Individual damages on the matter can be readily calculated by a formula based on the number of ambulance units owned by the individual Plaintiffs. Thus the question of individual damages will not predominate over legal and factual questions common to the class.

CAUSES OF ACTION
Count 1: Negligence

(Asserted by Arkansas Plaintiff, Southark EMS, LLC)

128. Plaintiffs incorporate by reference those paragraphs set out above as though fully set forth herein.

129. Defendant Ford Motor Co. developed, designed, manufactured, inspected, distributed, and sold vehicles equipped with defective 6.0L Engines for use in ambulance units. Defendant Ford Motor Co. breached the duty of reasonable care it owed to Plaintiffs as follows:

130. These negligent acts and omissions were a direct and proximate cause of the injuries and damages described in this Petition and suffered by Plaintiffs. As a result of these negligent acts and omissions, Plaintiffs have suffered out-of-pocket expenditures related to the cost to repair/service the engines, and lost profits from the inability to utilize ambulance units equipped with the defective engine.

- a. negligently designed and/or supplied the 6.0L Engine;
- b. negligently tested or failed to test the 6.0L Engines;

- c. failed to assess whether the 6.0L Engines were adequately tested;
- d. negligently inspected or failed to inspect the 6.0L Engines;
- e. negligently warned or failed to warn Plaintiffs of defects in the 6.0L Engine that Ford Motor Co. either knew or should have known existed;
- f. failed to adequately train Ford diesel mechanics at the dealership level to repair the 6.0L Engines;
- g. failed to provide Ford-trained mechanics to diagnose and repair problems with the 6.0L Engines.
- h. failed to timely require its dealers' technicians to participate in any mandatory training specific to the 6.0L Engine

131. Accordingly, Arkansas Plaintiff, Southark EMS, LLC asserts a cause of action for negligence.

Count 2: Breach of Implied Warranty of Merchantability

(Asserted by Arkansas, Pennsylvania, Tennessee and Texas Plaintiffs)

132. Plaintiffs incorporate by reference those paragraphs set out above as though fully set forth herein.

133. Plaintiffs purchased ambulance units equipped with 6.0L Engines supplied by Defendant Ford.

134. When the subject 6.0L Engines left Defendant Ford's possession, they were unmerchantable. Performing emergency medical services, including transporting patients to medical facilities, is the normal use that the subject 6.0L Engines were designed to carry out. Plaintiffs engaged in the proper use of the subject engines when carrying out emergency medical services.

135. The vehicles equipped with 6.0L Engines supplied by Ford are inadequate and incapable of being used in the performance of emergency medical services (i.e. the subject engines are incapable of performing the very tasks they were designed to carry out). The

inadequacies of subject engines, which standard ambulance engines in the industry are capable of performing, include but are not limited to:

- a. The 6.0L Engines are not equipped to withstand extended periods of engine idle;
- b. The 6.0L Engines are not equipped to adequately cool the ambulance unit;
- c. The 6.0L Engines have poor acceleration;
- d. The 6.0L Engines stall before, during, and after carrying out emergency medical transportation;
- e. The 6.0L Engines are frequently incapable of starting;
- f. The 6.0L Engines are difficult to start and run rough; and
- g. The 6.0L Engines require prolonged periods of warm up time before acceleration is possible.

136. After having the subject ambulance units repaired repeatedly, Plaintiffs notified the Defendant Ford of the breach of warranty claims when it brought its ambulances in to a Ford dealership as described above. Plaintiffs contacted their local Ford dealerships and/or informed a Ford representative of the continuous mechanical malfunctions of the 6.0L engine design and suffered repeated unsuccessful attempts by Ford Dealerships to repair the problems. To this date, Defendant has not adequately cured the actual defects of the subject engines or replaced the subject engines.

137. As a result of Defendant Ford's breach of implied warranty of merchantability, Plaintiffs suffered damages in the amount of the difference between the value of the ambulance units equipped with the defective engines and the value of the ambulance units if they had been equipped as warranted. Plaintiffs also suffered out-of-pocket expenditures related to the cost to repair/service the engines (including deductibles paid when repairs were covered by warranty, and the full cost of repair when they were not covered), lost profits from the inability to utilize the ambulance units equipped with the defective engine, towing charges, the cost of purchasing

additional vehicles necessitated by the repeated problems with the 6.0L Engines, and other damages as described herein. Defendant Ford's defective 6.0L engine was the direct and proximate cause of Plaintiffs' injuries.

138. Accordingly, Arkansas Plaintiff Southark EMS, LLC; Pennsylvania Plaintiff Eastern Area Prehospital Services; Tennessee Plaintiff Jefferson County Emergency Medical Services; and Texas Plaintiffs Williams A. Ambulance, Inc., Stat Services of Jefferson County A, L.L.P., and State Services of Jasper County A, L.L.P., assert a claim for breach of implied warranty of merchantability.

Count 3: Breach of Implied Warranty of Fitness for Particular Purpose

(Asserted by Arkansas, Pennsylvania, Tennessee and Texas Plaintiffs)

139. Plaintiffs incorporate by reference those paragraphs set out above as though fully set forth herein.

140. Defendant Ford sold and Plaintiffs purchased ambulance units equipped with defective 6.0L Engines supplied by Defendant Ford.

141. Defendant Ford, in its production of vehicles equipped with 6.0L Engines and labeled with the "Ford Ambulance Prep Package," had reason to realize that the intended purpose for said vehicles purchased by individuals and/or entities engaged in the business of providing ambulance services was for the particular purpose of carrying out emergency ambulance services.

142. Plaintiffs relied on Defendant's skill and judgment to select engines appropriate for use in ambulances.

143. Defendant Ford delivered 6.0L Engines in Ford vehicles labeled "Ford Ambulance Prep Package" that were defective and unfit for the Plaintiffs' particular purpose of carrying out emergency ambulance services.

144. Plaintiffs notified the Defendant Ford of the breach of warranty claims repeatedly each time a vehicle was brought in for service.

145. Additionally, Ford's representatives were made aware of the complete dissatisfaction with Ford's 6.0L Engines by Plaintiffs. To this date, Defendant has not adequately cured the actual defects of the subject engines or replaced the subject engines.

146. As a result of Defendant Ford's breach of implied warranty of fitness for particular purpose, Plaintiffs suffered damages in the amount of the difference between the value of the ambulance units equipped with the defective engines and the value of the ambulance units if they had been equipped as warranted.

147. Plaintiffs also suffered out-of-pocket expenditures related to the cost to repair/service the engines, and lost profits from the inability to utilize the ambulance units equipped with the defective engine.

148. Defendant Ford's defective 6.0L Engine was the direct and proximate cause of Plaintiffs' injuries.

149. Accordingly, Arkansas Plaintiff Southark EMS, LLC; Pennsylvania Plaintiff Eastern Area Prehospital Services; Tennessee Plaintiff Jefferson County Emergency Medical Services; and Texas Plaintiffs Williams A. Ambulance, Inc., Stat Services of Jefferson County A, L.L.P., and State Services of Jasper County A, L.L.P., assert a claim for breach of implied warranty of fitness for a particular purpose.

Count 4: Breach of Express Warranty

(Asserted by all Plaintiffs)

150. Plaintiffs incorporate by reference those paragraphs set out above as though fully set forth herein.

151. Defendant made an express affirmation of fact or promise relating to the goods.

152. Defendant Ford sold and Plaintiffs purchased ambulance units equipped with defective Ford 6.0L Engines manufactured by Defendant. Plaintiffs' vehicles were labeled as being equipped with the "Ford Ambulance Prep Package," which was an express affirmation of fact relating to the goods.

153. By labeling and describing the vehicles as "Ford Ambulance Prep Package," Ford expressly warranted that the engine was suitable for use in ambulances, meaning that the ambulances were designed specifically to handle the rigors of emergency vehicles, such as long periods of engine idle and prolonged air conditioning needs.

154. Because Plaintiffs were informed by Ford that these vehicles were specifically made to be used as ambulances, and Plaintiffs purchased the vehicles specifically for use as ambulances, the affirmation that the vehicles were equipped with the "Ford Ambulance Prep Package" became part of the basis of the bargain.

155. Plaintiffs relied upon the affirmation that the vehicles were fit for use as ambulances when they purchased them.

156. As described above, the vehicles sold by Ford failed to comply with the affirmation that they were fit for use as ambulances. Ford's 6.0L Engines do not conform to these express representations because of various problems with the engine including but not limited to defective non-industry standard fuel injector systems, defective turbochargers, and defective exhaust backpressure sensors as delineated in Ford's *Navistar* pleadings.

157. As described above, Plaintiffs were injured by the failure of the goods to comply with the affirmation.

158. The failure of the goods to comply with the affirmation was the direct and proximate cause of Plaintiffs' injuries.

159. Accordingly all Plaintiffs seek damages as a result of Defendant's breach of its express warranty.

Count 6: Unjust Enrichment

(Asserted by all Plaintiffs)

160. Plaintiffs incorporate by reference those paragraphs set out above as though fully set forth herein.

161. Ford manufactured and sold the ambulance chassis with a defective 6.0L Engine, as described herein.

162. Ford has had actual knowledge of the specific defects in the 6.0L Engines from the beginning of the time when Ford sold them.

163. Despite Ford's knowledge of the defect in the 6.0L Engines, Ford has failed to disclose the existence of this defect (a material fact) to Plaintiffs and the Class Members at the times each of them purchased their ambulances.

164. By purchasing their ambulances for an amount that contemplated a non-defective engine, Plaintiffs and Class Members conferred a benefit upon Ford, without knowledge of the defective engines.

165. Ford accepted or retained the benefits conferred by Plaintiffs and Class Members, including payment for a functioning, non-defective engine, despite Ford's knowledge of the defects.

166. Retaining the non-gratuitous benefits conferred upon Ford by Plaintiffs and the Class Members under these circumstances made Ford's retention of the full amount of payments unjust and inequitable.

167. Because Ford's retention of the full amount of the non-gratuitous benefits conferred by Plaintiffs and Class Members is unjust and inequitable, Ford is liable for the payment of restitution of a portion of the benefits it retained.

Damages

168. Plaintiffs incorporates by reference those paragraphs set out above as though fully set forth herein.

169. Plaintiffs would further show that as a result of the acts and/or omissions of Defendant, Plaintiffs have suffered and continue to suffer at least the following damages for which Plaintiffs now sue:

- a. Out of pocket damages for expenditures related to the cost to repair/service the engines;
- b. deductibles paid when repairs were covered by warranty;
- c. towing charges incurred from having incapacitated ambulances towed in for repair;
- d. lost profits from the inability to utilize ambulance units equipped with said engine (for example, the inability to transport or complete the transport of a patient);
- e. cost to overhaul and/or replace the engine in all ambulance units equipped with 6.0L Engines;
- f. diminution in value of the ambulances attributable to the defect;
- g. decreased value received for ambulances, as a result of the defect, when trading in or selling the ambulance;
- h. increased equipment expenses caused by the need to purchase additional ambulance units to keep in reserve (due to the unreliability of the 6.0L Engine and the fact that units spend a large amount of time incapacitated awaiting repair at Ford dealerships);
- i. increased salary expenses caused by the need to hire additional mechanics to deal with the repeated problems with the 6.0L Engine;
- j. increased costs resulting from paying ambulance drivers during periods when they had no working ambulances to drive; and

- k. increased expenses caused by the need to keep additional tools and parts on hand to deal with the repeated problems with the 6.0L Engine.

170. The damages set forth above are sought by Plaintiffs from and against Defendant.

WHEREFORE, Plaintiffs pray for judgment against Defendant, Ford Motor Company, for past and future economic losses, attorney's fees, prejudgment and post-judgment interest, costs, and such other relief the Court may deem proper.

Respectfully submitted,

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**ATTORNEYS-IN-CHARGE FOR
PLAINTIFFS**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing has been forwarded by Electronic Service through the Court's ETF system to all counsel of record on February 18, 2009.

/s/ Cory S. Fein
Cory S. Fein