

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

---

RUSSELL MAYFIELD, Individually and On Behalf of All Others Similarly Situated	)	
	)	
	)	
Plaintiff,	)	No.
	)	
vs.	)	<b>JURY DEMANDED</b>
	)	
	)	
FORD MOTOR COMPANY	)	
	)	
Defendant.	)	

---

**CLASS ACTION COMPLAINT**

---

NOW INTO COURT through undersigned counsel, comes Plaintiff, Russell Mayfield, who brings this action on behalf of himself and all others similarly situated, against the Defendant, Ford Motor Company, and herein states as follows:

**Parties, Jurisdiction, and Venue**

1. The Court has jurisdiction over this action pursuant to 28 U.S.C. Sect. 1332, as the Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds the sum of \$75,000.00 exclusive of interest and costs.
2. Plaintiff, Russell Mayfield, is and was at all relevant times a resident of Mandeville, St. Tammany Parish, Louisiana. Therefore, Plaintiff is a citizen of the State of Louisiana at the time of the filing of this action.
3. Defendant, Ford Motor Company (“Ford”), is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Dearborn,

Michigan. Ford is duly qualified and licensed to do business in the State of Louisiana.

4. Defendant committed acts of negligence in this State resulting in the incident and damages complained of herein.

5. Defendant committed acts of negligence outside this State resulting in the incident and damages complained of herein which occurred within this State.

6. Defendant, Ford Motor Company, designed, manufactured, distributed, furnished, leased and/or sold in a national marketing scheme a defective product which foreseeably found its way into this State resulting in the incident and damages complained of herein.

7. The incident complained of occurred within this Federal District.

### **Facts**

8. Beginning in the fall of 2002, Ford manufactured, sold and distributed certain medium and heavy-duty pickup trucks which utilized the 6.0-liter Power Stroke diesel engine.

9. Since its introduction, numerous problems have arisen with the 6.0-liter Power Stroke diesel engine including, but not limited to, loss of power, Engine Gas Recirculation (EGR) cooler failure, oil cooler failure, blown head gaskets, warped head bolts, and coolant entering the engine ventilation system.

10. On June 10, 2006, Plaintiff, Russell Mayfield, purchased a 2004 Ford F250 Super Duty pickup truck with a 6.0-liter Power Stroke diesel engine. The manufacturer's serial number is 1FTNW21P04EC8796. He bought the vehicle with a five (5) year/100,000 mile warranty.

11. This vehicle was designed, manufactured, sold and distributed by Ford Motor Company.

12. The vehicle was owned by and registered in the name of Russell Mayfield.

13. At all relevant times, Plaintiff used the vehicle as intended and in a reasonable

and ordinary manner foreseeable by Ford.

14. Plaintiff brought the vehicle to his local Ford dealership to have it serviced according to the manufacturer's scheduled routine maintenance.

15. On or about May 30, 2009, Plaintiff was operating the vehicle in a reasonable and ordinary manner when, suddenly and without warning, the engine temperature began to climb quickly and thick white smoke started billowing from the truck's exhaust. Plaintiff immediately shut off the engine and pulled over to the side of the road.

16. At the time of this incident, the vehicle was in substantially the same condition as it was at the time Ford placed it into the stream of commerce.

17. At the time of the incident, Plaintiff was operating the vehicle as intended and in a manner foreseeable to Ford.

18. On or about June 9, 2009 Plaintiff learned that the Engine Gas Recirculation (EGR) cooler had ruptured and leaked coolant into the vehicle's exhaust system causing additional damage including blown head gaskets and warped head bolts.

19. Plaintiff attempted to repair his vehicle by enlisting the help of a Ford certified diesel mechanic and by purchasing \$1,706.18 in parts including an EGR cooler, oil cooler, head gaskets and head bolts.

20. By the end of September of 2009, these repairs were completed. However, the vehicle still did not work as a computer test revealed that one cylinder had no compression. Plaintiff was advised that the vehicle needed a new engine block.

21. During the fall of 2009, Plaintiff regularly contacted Ford Customer Service and his local dealership in an effort to resolve the matter and have his vehicle properly and completely repaired.

22. However, Ford in bad faith refused to effect repairs after inspecting Plaintiff's vehicle and receiving documented proof of its condition. It denied Plaintiff's claim on the basis of a purported mileage discrepancy and the expiration of Plaintiff's warranty.

23. Ford has steadfastly refused to repair the vehicle in spite of overwhelming evidence that the EGR cooler was defective and routinely fails, the 6.0 liter diesel engines Ford uses for its trucks are substandard, prone to frequent failure, and the fact Ford frequently replaces these items for truck owners.

24. Because of said defective condition and Ford's failure to effect repairs, Plaintiff has been without use of his truck since June 9, 2009.

25. Ford issued to Plaintiff and to purchasers of all Ford vehicles with similarly equipped 6.0-liter Power Stroke diesel engines a transferrable manufacturer's warranty, which warranted that Ford would repair, replace or adjust all parts on vehicles that are defective in factory-supplied materials or workmanship. This warranty requires that repairs will be free of charge to the purchaser or subsequent owner.

26. Notwithstanding the manufacturer's warranty, Plaintiff and other purchasers of its vehicles, believe the numerous problems are of an inherent and permanent nature which cannot be satisfactorily corrected by repairs or replacement of parts to the engine, cooling system and related components. Plaintiff is informed and believes that Ford has refused to repair certain defects and problems, resulting in owners like himself having to personally incur the associated repair costs.

27. Because of the inherent and permanent nature of the defects associated with the 6.0-liter Power Stroke diesel engine, Plaintiff is informed and believes that he, and others similarly situated, will incur substantial costs in the future to repair said vehicle and suffer

substantial damages based upon a significant loss in the vehicle's fair market value based upon widespread public knowledge of the problems associated with the 6.0-liter Power Stroke diesel engine. Plaintiff believes that because of the defective and unreliable nature of the engine, there is a greater likelihood the engine will fail, lose power and/or cut off during operation, thereby resulting in accidents involving property damage, personal injury, and death.

### **Class Action Allegations**

28. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff brings this action as a class action on behalf of himself and all other similarly-situated Louisiana consumers who purchased Ford trucks with the 6.0-liter Power Stroke diesel engine during the class period ("Class Members").

### **Numerosity**

29. The class is composed of hundreds of owners throughout the State of Louisiana, making joinder impracticable. The disposition of their claims in a single class action will provide substantial benefits to all parties and to the Court. The exact number of Class Members is unknown, but their identity can be ascertained from the records of Ford.

### **Typicality**

30. There is a well-defined community of interest among the Class Members. Plaintiff's claims are typical of the claims of the Class Members in that the representative plaintiff, like all Class Members, owns a vehicle manufactured by Ford that contains a defective engine. Plaintiff, like all Class Members, has been damaged by Ford's misconduct in that he has incurred, or will incur, the cost of repairing and/or replacing the defective engine and associated components, including damages sustained from the loss of use of said vehicle and significant diminution in its fair market value. The factual basis of Ford's misconduct is common to all

Class Members and represents a common thread of misconduct and/or acts and/or omissions resulting in injuries to all Class Members.

**Commonality**

31. There are common questions of law and fact making this action appropriate for class action treatment. Some of the common questions include:

- a) Whether the 6.0-liter Power Stroke diesel engines in vehicles purchased by the Plaintiff and Class Members are defective and subject to premature failure in the course of their normal use;
- b) Whether Ford knew of the defective nature of the 6.0-liter Power Stroke diesel engine;
- c) Whether the 6.0-liter Power Stroke diesel engine is unreasonably defective, in that, among other things, the EGR cooler has a propensity to rupture and leak coolant into the engine ventilation system causing further damage to the engine;
- d) Whether Ford fraudulently concealed from and/or failed to disclose to the Plaintiff and Class Members the true defective nature of the 6.0-liter Power Stroke diesel engine;
- e) Whether Ford had a duty to disclose the defective nature of the 6.0-liter Power Stroke diesel engine to the Plaintiff and Class Members;
- f) Whether the facts concealed and/or otherwise not disclosed by Ford to the Plaintiff and Class Members are material;
- g) Whether as a result of Ford's concealment and/or failure to disclose material facts, the Plaintiff and Class Members acted to their detriment by purchasing vehicles containing the 6.0-liter Power Stroke diesel engine;

- h) Whether Ford knew or should have known the 6.0-liter Power Stroke diesel engines are defective, would prematurely fail, and thus that vehicles equipped with these engines are not suitable for the purposes for which they were intended to be used, and otherwise are not as warranted and represented by Ford;
- i) Whether Ford owed and breached a duty to the Plaintiff and Class Members to exercise ordinary and reasonable care in the design, testing, manufacturing, marketing and sale of the 6.0-liter Power Stroke diesel engine;
- j) Whether the 6.0-liter Power Stroke diesel engines are not as advertised and/or promoted by Ford;
- k) Whether Ford's actions and/or omissions in the design, testing, manufacturing, marketing and sale of the 6.0-liter Power Stroke diesel engine were negligent, grossly negligent or reckless;
- l) Whether Ford breached its duties to the Plaintiff and Class Members by failing to replace the 6.0-liter Power Stroke diesel engines with a product that was free from defects and/or take other appropriate remedial action;
- m) Whether the Plaintiff and Class Members are entitled to compensatory damages and the amount of such damages;
- n) Whether in light of Ford's conduct, the Plaintiff and Class Members are entitled to punitive and exemplary damages, and in what amount;
- o) Whether the Plaintiff and Class Members are threatened with irreparable harm, and whether they are entitled to injunctive and/or other equitable relief, including requiring Ford to buy back, reimburse and/or replace the defective 6.0-liter Power Stroke diesel engines and/or vehicles;

- p) Whether Ford should be declared financially responsible for notifying Class Members of the nature of the defective 6.0-liter Power Stroke diesel engines and for the cost and expenses of such buy back, reimbursement and replacement of said engines and/or vehicles;
- q) Whether Ford's practices violated Louisiana law regarding the warranty against redhibitory defects, La. C.C. Art. 2520 *et seq.*; and
- r) Whether Ford's practices violated Louisiana's lemon law, La.R.S. 51:1941 *et seq.*

### **Adequacy of Representation**

32. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting class actions. Plaintiff and his counsel are committed to prosecuting this case vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor his counsel has any interests adverse to those of the Class.

33. The Plaintiff and Class Members have suffered and will continue to suffer substantial harm and damages as a result of Ford's wrongful conduct. A class action is superior to other methods for the fair and efficient adjudication of the subject controversy. Absent a class action, most Class Members will likely find the cost of litigating their individual claims to be prohibitive, and will have no effective remedy at all. Because of the relatively small size of the individual Class Members' claims, few Class Members could likely afford to seek legal redress for Ford's misconduct. Absent a class action, Class Members will continue to incur damages and be at risk of irreparable harm while Ford's misconduct will proceed without remedy.

34. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts

and litigants, and promotes consistency and efficiency of adjudication. Additionally, Ford has acted and/or failed to act on grounds generally applicable to the Plaintiff and Class Members, thus requiring court imposition of uniform relief to insure compatible standards of conduct toward the Class as a whole.

### **Count I – Breach of Express Warranty**

35. Plaintiff incorporates by reference the allegations of paragraphs 1-34 of the Complaint as if fully set forth herein.

36. Defendant Ford expressly warranted its vehicles equipped with the 6.0-liter Power Stroke diesel engine to be free of defects at the time of delivery.

37. Defendant Ford breached its express warranties by offering for sale, and selling as safe, Ford vehicles equipped with 6.0-liter Power Stroke diesel engines that are by design, defective and have premature failure and other mechanical complications, thereby causing damages to the Plaintiff and Class Members in the form, of among other things, loss of use, additional expenses for repairs and diminution in fair market value.

38. As a direct and proximate cause of Ford's breach of express warranty, Plaintiff and the Class Members have suffered actual damages.

39. As alleged above, Ford intentionally concealed the defective nature of the 6.0-liter Power Stroke diesel engine from Plaintiff and the Class Members. Furthermore, the defective nature of the Ford 6.0-liter Power Stroke diesel engine could not be discovered by the Plaintiff and Class Members despite the exercise of due diligence and reasonable care.

40. Plaintiff, on behalf of himself and all others similarly situated, demands judgment against Ford for compensatory damages for himself and each Class Member in the amount to be determined at trial, together with attorney's fees.

## **Count II – Breach of Implied Warranty**

41. Plaintiff incorporates by reference the allegations of paragraphs 1-34 of the Complaint as if fully set forth herein.

42. Defendant Ford impliedly warranted to Plaintiff and the Class Members that the 6.0-liter Power Stroke diesel engine which it sold to Plaintiff and the Class Members, passed without objection in the trade, was fit and merchantable for its ordinary use, and was not otherwise injurious to consumers.

43. Because of the undisclosed defective nature of the 6.0-liter Power Stroke diesel engine during ordinary use, the 6.0-liter Power Stroke diesel engine could not pass without objection in the trade, and is unsafe, unmerchantable and unfit for the ordinary use when sold.

44. As a direct and proximate result of Ford's breach of implied warranty, Plaintiff and the Class Members have suffered actual damages and are threatened with irreparable harm in the form of, among other things, loss of use of said vehicle, additional expenses for repair and replacement of parts, and substantial diminution in fair market value.

45. As alleged above, Ford intentionally concealed the defective nature of the 6.0-liter Power Stroke diesel engines from Plaintiff and the Class Members. Furthermore, the defective nature of 6.0-liter Power Stroke diesel engines could not be discovered by the exercise of due diligence and reasonable care.

46. Plaintiff, individually and on behalf of all others similarly situated, demands judgment against Ford for compensatory damages for himself and each Class Member in an amount to be determined at trial, together with reasonable attorney's fees.

## **Count III – Negligence, Gross Negligence and Recklessness of Ford**

47. Plaintiff incorporates by reference the allegations of paragraphs 1-34 of the

Complaint as if fully set forth herein.

48. Defendant Ford was negligent, grossly negligent and reckless in one or more of the following particulars:

- a) In failing to properly design the 6.0-liter Power Stroke diesel engine;
- b) In failing to properly manufacture the 6.0-liter Power Stroke diesel engine;
- c) In failing to properly test the 6.0-liter Power Stroke diesel engine;
- d) In failing to adequately warn the Plaintiff and other owners of vehicles equipped with the 6.0-liter Power Stroke diesel engine of its defective nature, the propensity of its EGR cooler to fail, and other mechanical problems;
- e) In failing to recall the product, despite having knowledge of multiple and repeated incidents of EGR cooler failure and other mechanical problems;
- f) In failing to make proper repairs and/or replace said defective engines and/or vehicles;
- g) In failing to maintain a sufficient reporting and monitoring system to evaluate reported incidents, complaints and other problems associated with the 6.0-liter Power Stroke diesel engine;
- h) In failing to submit reports to the Consumer Safety Products Commission or other governmental or private entities or organizations that monitor the performance and safety of consumer products, as required by applicable statutes and regulations; and
- i) In continuing to sell Ford vehicles equipped with the 6.0-liter Power Stroke diesel engine when it knew or should have known of the defective nature and other associated problems with said engine.

49. As a direct and proximate result of Ford's negligence, gross negligence and recklessness as described therein, the Plaintiff and Class Members have suffered and will continue to suffer actual damages due to, among other things, loss of use of said vehicle, additional repair and replacement costs, and substantial diminution in fair market value.

50. The conduct of Ford as described herein was willful, wanton and reckless with regards to the rights and safety of the Plaintiff, the Class and the public in a manner that warrants the imposition of punitive damages in an amount to be determined.

### **Injunctive Relief**

51. Plaintiff incorporates by reference the allegations of paragraphs 1-34 of the Complaint as if fully set forth herein.

52. Based upon Ford's breach of express warranties merchantability, implied warranties of merchantability, Louisiana's warranties against redhibitory defects and Louisiana's lemon law, the Plaintiff and Class Members have suffered irreparable damages as to be set forth herein. The Plaintiff and Class Members therefore request the Court to issue a preliminary and permanent injunction requiring Ford to recall and replace all defective 6.0-liter Power Stroke diesel engines, together with awarding reasonable attorney's fees and such other damages as would be appropriate.

### **Prayer**

**WHEREFORE**, Plaintiff, individually and on behalf of all others similarly situated, prays that the Court enter judgment against defendant, Ford, and in favor of the Plaintiff and Class Members, and to award the following relief:

- a) Certification of the proposed Class under Rule 23 of the Federal Rules of Civil Procedure;

- b) Preliminary and permanent injunctive relief order Ford to recall and replace all defective 6.0-liter Power Stroke diesel engines and/or repurchase all Ford vehicles equipped with said engine;
- c) A declaration that the Ford 6.0-liter Power Stroke diesel engine is defective and inherently dangerous and that Ford is financially responsible for notifying all Class Members of the defective nature of the 6.0-liter Power Stroke diesel engine, and for payment of the costs and expenses of replacing said engines and/or vehicles equipped with said engine;
- d) An award of compensatory damages for the acts complained of herein;
- e) A determination of Ford's liability for punitive or exemplary damages to the extent necessary and appropriate to punish and deter Ford's conduct complained of herein;
- f) An award of attorney's fees and costs, plus interest as allowed by law; and
- g) Such other and further relief as the Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY.

Respectfully submitted,

---

Bruce C. Betzer, Bar No.: 26800  
**The Law Office of Bruce C. Betzer**  
**A Professional Limited Liability Company**  
1420 Veterans Boulevard  
Metairie, Louisiana 70005  
Telephone: (504) 832-9942  
Facsimile: (504) 831-0892  
*Attorney for Plaintiff, Russell Mayfield,*  
*individually and on behalf of all others similarly*  
*situated*

**PLEASE SERVE:**

**FORD MOTOR COMPANY**

*Through its Agent For Service of Process*

**CT Corporation System**

**5616 Corporate Blvd., Suite 400B**

**Baton Rouge, LA 70808**