

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**In re: FORD MOTOR CO. SPARK PLUG
AND THREE VALVE ENGINE
PRODUCTS LIABILITY LITIGATION**

**Case No. 1:12-md-2316
MDL No. 2316**

This Document Relates to: All Cases

STIPULATION AND AGREEMENT OF SETTLEMENT

This Settlement Agreement is entered into this 5th day of June, 2015 by and among the named plaintiffs: (1) Bill Anz; (2) Chris Armstrong; (3) Rodney Bender; (4) Debra Black; (5) Larry Black; (6) Josh Brewer; (7) Buckeye Management Group, LLC; (8) Kelvin Clark; (9) David Cooper; (10) Stephen Davis; (11) Gary Deyo; (12) Buster Diggs; (13) East Texas Poultry Supply; (14) Richard Engleman; (15) William Ernestburg; (16) Rolland Garber; (17) Elvis Gibbs; (18) Donald Grubb; (19) Duane Hough; (20) Donald Ilgen; (21) Michael Jacobsen; (22) Frank Jares; (23) Mark Jennings; (24) Martina Jones; (25) Terry Kimbrell; (26) Kevin Kinch; (27) Bill Kmet; (28) Bela Kogler; (29) Charles Kolinek; (30) Wendy Lanzi; (31) Ryan Luke; (32) Bryan Miller; (33) Roger Miller; (34) Tom Ogden; (35) Len Oniskey; (36) Michael Pate; (37) Daniel Perko; (38) Eduardo Pezzi; (39) Jason Phillips; (40) Barbara Pignato; (41) Ray Plunkett; (42) Precast Services; (43) Kinzie Quanina; (44) Tim Sondgerath; (45) Brian Spurgeon; (46) Kevin Vincent; (47) Robert Walker; (48) Rodney Wall; (49) Alan Weisberg; and (50) Dennis White (collectively, the “Named Plaintiffs” or “Class Representatives” or “Plaintiffs”)

and Defendant, Ford Motor Company (“Ford”), by and through their respective counsel.

RECITALS

WHEREAS, on or about March 10, 2010, an action was filed, entitled *Daniel Perko v. Ford Motor Company*, in the United States District Court for the Northern District of Ohio and was assigned to the Honorable Christopher A. Boyko and given the case number 5:10CV514 (“*Perko*”);

WHEREAS, the *Perko* complaint alleged causes of action against Ford for breach of express warranty, negligent design/engineering/manufacturing, and breach of implied warranty in tort. The complaint alleged that the three-valve engine and spark plugs used primarily in various 2004-2008 Ford trucks contained defects that caused the spark plugs to become stuck and sometimes break in the engine during the removal process, making the spark plugs more difficult and expensive to remove, and sought certification of a nationwide class of current and former owners and lessees of vehicles equipped with such engines;

WHEREAS, additional actions alleging similar claims and a common nucleus of facts were brought in several other districts around the country;

WHEREAS, on January 21, 2011, the *Perko* litigation was reassigned from Judge Boyko to the Honorable Benita Y. Pearson;

WHEREAS, on June 15, 2011, the Named Plaintiffs filed a Master Consolidated Amended Complaint asserting various claims against Ford under the federal Magnuson-Moss Act (15 U.S.C. §§ 2301-2312) and under the laws of 24 states;

WHEREAS, on February 8, 2012, the Judicial Panel on Multidistrict Litigation (“MDL”) created a new MDL proceeding before Judge Pearson in the Northern District of Ohio, MDL 2316, which was captioned *In re: Ford Motor Co. Spark Plug and 3-Valve Engine Products*

Liability Litigation, and which was given the case number 1:12-md-2316. To date, five actions, including *Perko*, have been transferred to MDL 2316 for pre-trial coordination;

WHEREAS, the Settling Parties participated in significant discovery, including review of voluminous documents and related databases produced by Ford; numerous written discovery requests, discovery from various third parties in response to Plaintiffs' subpoenas, including Honeywell, which manufactured the spark plugs at issue and Ford dealerships across the country; the depositions of eleven (11) Ford personnel and three (3) expert witnesses; and the depositions of approximately fifty (50) of the Named Plaintiffs;

WHEREAS, the Settling Parties engaged in extensive motion practice which resulted in, among other things, the narrowing of claims asserted by Named Plaintiffs, and an opinion, granting in part and denying in part Ford's Motion for Summary Judgment on the claims of the Named Plaintiffs in six (6) states;

WHEREAS, Class Counsel conducted a thorough investigation and evaluation of the facts and law relating to the claims asserted to determine how best to serve the interests of the Named Plaintiffs and the Settlement Class;

WHEREAS, counsel for the Settling Parties conducted extensive arm's-length negotiations (including two (2) sessions in which Eric D. Green, Esquire participated as a mediator and one (1) in which Lewis Goldfarb, Esquire participated as mediator) regarding the substance and procedure of a possible class settlement prior to entering into this Settlement Agreement;

WHEREAS, the Plaintiffs, as well as Class Counsel, believe the Released Claims have merit. The Plaintiffs and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Released Claims

against Ford through trial and appeals, and the importance of providing timely relief to Settlement Class Members whose vehicles are aging. The Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Plaintiffs and Class Counsel are mindful of the inherent problems of proof under, and possible defenses to, the Released Claims. The Plaintiffs and Class Counsel believe that the proposed Settlement confers substantial benefits upon the Settlement Class. Based on their evaluation of all of these factors, the Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of the Settlement Class and represents a fair, reasonable, and adequate resolution of the Litigation; and

WHEREAS, Ford denies any liability to the Plaintiffs or the Settlement Class. Ford has taken thorough discovery concerning the claims asserted by the Plaintiffs and believes it has meritorious defenses to all of the claims raised in this Litigation. Nevertheless, Ford recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Litigation through trial and appeals. In agreeing to enter into this Settlement, Ford also has taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties that, subject to approval of the Court, the Litigation and the Released Claims shall be fully and finally compromised, settled, and released and that the Litigation shall be dismissed with prejudice subject to and upon the terms and conditions described below.

I. DEFINITIONS.

In addition to words and terms defined elsewhere in this Stipulation and Agreement of Settlement, the following words and terms shall have the definitions stated in this Article I.

A. “Approval Date.”

“Approval Date” means the date on which the Court issues the Final Order and Judgment described in Section III.F. below.

B. “Claims Administrator.”

“Claims Administrator” shall mean Renkim Corporation.

C. “Class Counsel.”

“Class Counsel” means Named Plaintiffs’ Lead Counsel and the members of the Executive Committee.

D. “Short Form Class Notice.” And “Long Form Class Notice”

“Short Form Class Notice” means the notice of Settlement that will be mailed to the “Settlement Class Members,” as defined herein, in substantially the same form as Exhibit “C1.” The “Short Form Class Notice” also will include a reference to a settlement website that shall be established, maintained and operated by the Claims Administrator consistent with this Settlement Agreement. The “Short Form Class Notice” mailed to each Settlement Class Member shall contain a unique claim number assigned to each Settlement Class Member which will provide for the automatic completion of certain portions of the claim form on the Settlement Website. “Long Form Class Notice” means the notice of Settlement that will be posted on the Settlement Website in substantially the same form as Exhibit C2. “Class Notice” means either the Short Form Class Notice or the Long Form Class Notice.

E. “Class Vehicles.”

“Class Vehicles” or a “Class Vehicle” means model year 2004-2008 Ford vehicles sold or leased in the United States and equipped with a 5.4-liter 3-valve engine (including flex fuel

vehicles). “Class Vehicles” do not include 2004-2008 Ford vehicles containing a 4.6L or 6.8L 3-valve engine. The statutes of limitations will be tolled from March 10, 2010 until the Notice Date as to claims pertaining to 2004-2008 Ford vehicles containing a 4.6L or 6.8L 3-valve engine.

F. “Defendant.”

“Defendant” means Ford Motor Company.

G. “Effective Date of Settlement” or “Effective Date.”

“Effective Date of Settlement” or “Effective Date” means the first date after: (1) the Court enters the Final Order and Judgment, in all material respects similar to the form attached hereto as Exhibit B; and (2) all appellate rights with respect to said Final Order and Judgment have expired or been exhausted in such a manner as to affirm the Final Order and Judgment.

H. “Executive Committee.”

“Executive Committee” means Steve W. Berman of Hagens Berman Sobol Shapiro, LLP; Mitchell A. Toups of Weller, Green, Toups and Terrell, LLP; Michael A. Caddell of Caddell & Chapman, P.C.; and Mark Schlachet of the Law Offices of Mark Schlachet.

I. “Fairness Hearing.”

The “Fairness Hearing” means the final hearing, held after the Preliminary Approval Order is issued, in which the Court will determine whether this Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether the proposed Final Order and Judgment should be entered, and if so, to determine the amount of attorneys’ fees and costs to be awarded to Class Counsel.

J. “Ford.”

“Ford” means Ford Motor Company.

K. “Litigation.”

“Litigation” means *In re: Ford Motor Co. Spark Plug and 3-Valve Engine Products Liability Litigation*, Case No. 1:12-md-2316, MDL No. 2316, pending in the United States District Court for the Northern District of Ohio, Eastern Division, and includes any and all actions that have been, or in the future are, transferred to MDL No. 2316.

L. “Named Plaintiffs.”

“Named Plaintiffs” means the Plaintiffs and Class Representatives identified above, who are the individuals and entities identified as plaintiffs in the *Perko* Master Consolidated Amended Complaint that remained active participants in the Litigation and all individuals and entities identified as plaintiffs in the Complaints or Amended Complaints filed in the other four cases that were transferred to MDL No. 2316.

M. “Named Plaintiffs’ Lead Counsel.”

“Named Plaintiffs’ Lead Counsel” or “Lead Counsel” means Jeffrey S. Goldenberg of Goldenberg Schneider, LPA and James C. Shah of Shepherd, Finkelman, Miller & Shah, LLP.

N. “Notice Date.”

“Notice Date” means the earliest of (1) the date on which a class member actually receives the Short Form Class Notice, or (2) seven days after the date on which the initial mailing of the Short Form Class Notice to all Settlement Class Members is complete.

O. “Out-of-Pocket Expenses.”

“Out-of-Pocket Expenses” are the documented and unreimbursed amounts paid to a third-party repair facility or parts supplier for the parts and labor required to obtain a Spark Plug Replacement. “Out-of-Pocket Expenses” does not include consequential damages such as lost revenue/profits, lost employee time from loss of use of the Class Vehicle, or towing charges or other costs of transporting the vehicle to or from the place of repair.

P. “Plaintiffs.”

“Plaintiffs” means the Named Plaintiffs (as defined above) and the Unnamed Plaintiffs (as defined below).

Q. “Preliminary Approval Date.”

“Preliminary Approval Date” means the date on which the Court issues the Preliminary Approval Order described in Section III.A. below in a form substantially the same as Exhibit “A.”

R. “Released Claims.”

“Released Claims” means any and all claims, demands, actions, causes of action, and suits pleaded against Ford in the Litigation and all other claims, demands, actions, causes of action of any nature whatsoever, including, but not limited to any claim for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, warranty and equitable claims), and also including Unknown Claims that were or could have been asserted by the Settlement Class Members against the Released Parties in the Litigation, or in any other complaint, action, or litigation in any other court or forum based upon an alleged defect in the 5.4L 3-valve engine and/or spark plugs in the Class Vehicles as described in the operative Complaint in the Litigation.

S. “Released Parties.”

“Released Parties” means Ford and all suppliers of original equipment spark plugs used in the Class Vehicles, their past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders.

T. “Settlement.”

“Settlement” means the settlement contemplated by this Stipulation and Agreement of Settlement.

U. “Settlement Agreement.”

“Settlement Agreement” means this Stipulation and Agreement of Settlement.

V. “Settlement Class” or “Settlement Class Members.”

“Settlement Class” or “Settlement Class Members” mean:

All persons and entities who, prior to the Preliminary Approval Date, purchased or leased a Ford model year 2004-2008 vehicle sold or leased in the United States and equipped with a 5.4-liter 3-valve engine (including flex fuel vehicles).

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 entities and natural persons who elect to exclude themselves from the Settlement Class; (c) all entities and natural persons who have previously executed and delivered to Ford releases of all their claims; (d) all entities and natural persons who: (1) prior to the filing of the Motion for Preliminary Approval, filed an individual lawsuit (*i.e.*, a lawsuit that does not seek certification as a class action) in any court asserting causes of action of any nature, including, but not limited to, claims for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, warranty and equitable claims) based upon an alleged defect in the 5.4L 3-valve engine and/or spark plugs in a Class Vehicle, and (2) have not voluntarily dismissed such lawsuit without prejudice; and (e) Ford’s employees, officers, directors, agents, and representatives and their family members.

W. “Settling Parties.”

“Settling Parties” means Named Plaintiffs, Unnamed Plaintiffs, and Ford.

X. “Spark Plug Replacement.”

“Spark Plug Replacement” means replacement or attempted replacement of one or more spark plugs that occurred when the Class Vehicle had been driven no more than 120,000 miles, and any additional repairs that were necessitated by spark plugs that broke or seized during the removal or attempted removal process. The Parties will jointly develop guidelines to be used by the Claims Administrator to determine what qualifies as an “additional repair” in evaluating documentation submitted by Class Members in support of claims for reimbursement as described in Section II.E. below. Spark plug replacements and additional repairs that occur after the Notice Date are only included within the definition of “Spark Plug Replacement” if they are performed by service personnel at an authorized Ford dealership. The Claims Administrator shall presume that any Spark Plug Replacement performed prior to seven calendar days after the date on which the initial mailing of Short Form Class Notice to all Settlement Class Members is complete was performed prior to the Notice Date, unless clear and convincing evidence establishes that the Class Member actually received notice at an earlier date. “Spark Plug Replacement” also includes those instances where the first spark plug replacement occurred after 120,000 miles if: (1) the Settlement Class Member signs a declaration under the penalty of perjury¹ identifying: (a) the authorized Ford dealership which instructed them to wait to have the spark plugs in the Class Vehicle replaced, and (b) the approximate date on which this information was conveyed to the Settlement Class Member, and (2) the Settlement Class Member provides dealership service records establishing that he/she/it took their Class Vehicle to the authorized Ford Dealership between 90,000 and 120,000 miles. Settlement Class Members who fall in this category and who, as of the Notice Date, have not yet had the spark plugs in their Class Vehicle replaced,

¹ A form of this declaration shall be available on the Settlement Website.

must have the spark plug replacement completed at an authorized Ford dealership no later than 60 days after the Notice Date to be eligible for reimbursement pursuant to Section II below.

Y. “Unknown Claims.”

“Unknown Claims” means any and all Released Claims that any member of the Settlement Class does not know to exist against any of the Released Parties which, if known, might have affected his or her decision to enter into or to be bound by the terms of this Settlement. The Plaintiffs and the members of the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon the alleged defect in the 5.4L 3-valve engine and/or spark plugs in a Class Vehicle as described in the *Perko* Master Consolidated Amended Complaint, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties. The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law by the Plaintiffs and the Settlement Class Members of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Z. “Unnamed Plaintiffs.”

“Unnamed Plaintiffs” means the individuals and entities named as plaintiffs in any action transferred to the Litigation who are not identified as Named Plaintiffs in the *Perko* Master

Consolidated Amended Complaint or in the Complaints or Amended Complaints filed in the other four cases that were transferred to MDL No. 2316.

II. SETTLEMENT CONSIDERATION.

In consideration for the Release provided for herein and the dismissal of the Litigation with prejudice, under the terms of this Settlement Agreement, Ford agrees to provide consideration to the Settlement Class Members as follows.

A. Notice of Class Settlement.

Ford agrees to pay all expenses in connection with a notice program on the terms provided in Section III.C.

B. Reimbursement Percentage for Out-of-Pocket Expenses Incurred For Spark Plug Replacements Costing Between \$37.50 Per Replaced Plug (\$300 for 8 Replaced Plugs) and \$62.50 Per Replaced Plug (\$500 for 8 Plugs).

If a Class Vehicle received a Spark Plug Replacement for which a Settlement Class Member incurred Out-of-Pocket Expenses of more than \$37.50 per replaced plug but less than \$62.50 per replaced plug, Ford will reimburse the Settlement Class Member 20% of the actual Out-of-Pocket Expenses that are in excess of \$37.50 per replaced plug. For example, if a Settlement Class Member incurs Out-Of Pocket Expenses of \$400 to replace 8 plugs (\$50 per replaced plug), that Settlement Class Member (upon submission of a properly documented claim) would be entitled to \$20 $((\$50 - \$37.50) \times 0.2 \times 8)$. Similarly, if a Settlement Class Member incurs Out-Of Pocket Expenses of \$50 to replace 1 plug, that Settlement Class Member (upon submission of a properly documented claim) would be entitled to \$2.50 $((\$50 - \$37.50) \times 0.2)$.

C. Reimbursement Percentage for Out-of-Pocket Expenses Incurred For Spark Plug Replacements Costing \$62.50 or More Per Replaced Plug (\$500 or more for 8 Replaced Plugs) But Less Than \$125.00 Per Replaced Plug (\$1,000 for 8 Replaced Plugs).

If a Class Vehicle received a Spark Plug Replacement for which a Settlement Class Member incurred Out-of-Pocket Expenses of \$62.50 or more per replaced plug but less than \$125.00 per replaced plug, Ford will reimburse the Settlement Class Member \$5.00 per replaced plug plus 50% of the actual Out-of-Pocket Expenses that are in excess of \$62.50 per replaced plug. For example, if a Settlement Class Member incurs Out-of-Pocket Expenses of \$700 to replace eight plugs (\$87.50 per replaced plug), that Settlement Class Member (upon submission of a properly documented claim) would be entitled to \$140 $((\$87.50 - \$62.50) \times 0.5) + \$5.00 \times 8$. Similarly, if a Settlement Class Member incurs Out-of-Pocket Expenses of \$100 to replace one plug, that Settlement Class Member (upon submission of a properly documented claim) would be entitled to \$23.75 $((\$100 - \$62.50) \times 0.5) + \$5.00$.

D. Reimbursement Percentage for Out-of-Pocket Expenses Incurred For Spark Plug Replacements Costing \$125 or More Per Replaced Plugs (\$1,000 or More for Eight Replaced Plugs).

If a Class Vehicle received a Spark Plug Replacement for which a Settlement Class Member incurred Out-of-Pocket Expenses of \$125.00 or more per replaced plug (\$1,000 or more for eight replaced plugs), Ford will reimburse the Settlement Class Member \$36.25 per replaced plug plus 75% of the actual Out-of-Pocket Expenses that exceed \$125.00 per replaced plug. For example, if a Settlement Class Member incurs Out-of-Pocket Expenses of \$2,000 to replace 8 plugs (\$250 per replaced plug), that Settlement Class Member (upon submission of a properly documented claim) would be entitled to \$1,040 $((\$250 - \$125) \times 0.75) + \$36.25 \times 8$. Similarly, if a Settlement Class Member incurs Out-of-Pocket Expenses of \$800 to replace 1 plug, that Settlement Class Member (upon submission of a properly documented claim) would be entitled to \$542.50 $((\$800 - \$125) \times 0.75) + \$36.25$.

E. Submission of Claims.

To obtain a reimbursement for Out-of-Pocket Expenses incurred in connection with a Spark Plug Replacement in accordance with Sections II(B) – (D) above and Section II(E)(3) below, a Settlement Class Member must submit a claim to the Claims Administrator. Ford shall pay all claims that the Claims Administrator approves and finds to be timely submitted. In addition to hardcopy claims which may be submitted by mail to the Claims Administrator, the Settlement Website shall be designed to permit the submission of claims electronically. The electronic claim submission process shall include the use of a unique claim number for each Class Member to whom notice is mailed. Once the unique claim number is entered by a Settlement Class Member via the electronic claim submission process, portions of the electronic claim form shall be automatically completed with the Settlement Class Member's name and Vehicle Identification Number ("VIN") based upon information previously obtained by the Claims Administrator from Ford and/or R.L. Polk & Co. (nka IHS Automotive).

1. Timing of Claims for Reimbursement of Out-of-Pocket Expenses.

Claims for reimbursement of costs incurred for Spark Plug Replacements performed before the Notice Date must be submitted online or postmarked no later than seven months after the Fairness Hearing. The Claims Administrator shall not be required to review or pay any claims for reimbursement submitted online or postmarked outside of this period relating to Spark Plug Replacements performed before the Notice Date.

Claims for reimbursement of costs incurred for Spark Plug Replacements performed after the Notice Date must be submitted online or postmarked no later than thirteen months after the Fairness Hearing. The Claims Administrator shall not be required to review or pay any claims for reimbursement submitted online or postmarked outside of this period relating to Spark Plug Replacements performed after the Notice Date.

The Claims Administrator and Ford shall have no obligation to pay claims before the Effective Date. Claims submitted and approved prior to the Effective Date shall be paid within a reasonable time after the Effective Date. Such claims shall be paid no later than forty-five (45) days after the Effective Date.

2. Content of and Support for Claims for Reimbursement of Out-of-Pocket Expenses.

Claims for reimbursement of Out-of-Pocket Expenses for Spark Plug Replacements (Sections II.B – II.D above) must include:

a. proof that the Settlement Class member paid eligible Out-of-Pocket Expenses as demonstrated by a receipt (or other contemporaneous documentation deemed by the Claims Administrator to be comparably reliable) showing pertinent information including:

(1) services performed;

(2) identity of service provider;

(3) date of service;

(4) amount paid;

(5) mileage; and

(6) VIN, spark plugs parts number, or some other clear evidence demonstrating that the receipt or other documentation relates to a Class Vehicle as determined by the Claims Administrator in its discretion (e.g., reference to one of the applicable Ford technical service bulletins or a reference to one of the special tools used to removed seized plugs).

b. a declaration signed under penalty of perjury by the Settlement Class Member attesting to and affirming the authenticity of the receipt or other contemporaneous documentation provided to support his/her/its claim and stating that he/she/it actually incurred and was not

previously reimbursed for the Out-of-Pocket Expenses for which reimbursement is sought. A form of this declaration shall be included in the hard copy Claim Form and Release mailed to each Settlement Class Member and shall be provided through the Settlement Website such that it can be electronically signed.

3. Claims for Limited Reimbursement of Out-of-Pocket Expenses Without Receipt or Other Comparable Proof of Payment.

Settlement Class Members who are unable to submit a copy of a receipt (or other contemporaneous documentation) to support their claim for reimbursement of Out-of-Pocket Expenses for a Spark Plug Replacement that occurred prior to the Notice Date can submit a claim seeking reimbursement pursuant to the provisions set forth above in Section II(B) – (D) for their claimed Out-of-Pocket Expenses over \$300.00 for eight replaced plugs (or \$37.50 per plug), up to a maximum reimbursement amount of \$50.00. Such claims will be paid at the sole discretion of the Claims Administrator, and must include:

a. a declaration signed under penalty of perjury by the Settlement Class Member attesting to and affirming:

(1) the approximate amount of Out-of-Pocket Expenses paid;

(2) identity of the person or entity who performed the Spark Plug Replacement;

(3) the approximate date of the Spark Plug Replacement;

(4) the approximate mileage on the Class Vehicle at the time of Spark Plug Replacement;

(5) either the VIN or that the Spark Plug Replacement was performed on a Class Vehicle; and

(6) the efforts undertaken by the Settlement Class Member to obtain a copy of a receipt or other comparable proof of payment pertaining to the Spark Plug Replacement

for which reimbursement was sought. A form of this declaration shall be provided through the Settlement Website such that it can be electronically signed; and

b. some documentation supporting the claim such as a declaration signed under penalty of perjury by the person or representative of the entity that performed the Spark Plug Replacement for which reimbursement is sought that supports the Settlement Class Member's claim. A form of this declaration shall be provided through the Settlement Website. Other documentation of comparable reliability may be accepted at the sole discretion of the Claims Administrator.

4. Rejected Claims and Claim Investigation.

The Claims Administrator may reject any claim that does not include the required information specified above. The Claims Administrator may investigate any claim, including by requesting further documentation when necessary in order to determine whether the claim should be approved. If the Claims Administrator rejects the claim, it will advise the Settlement Class Member of the reason for the rejection in the rejection letter (*e.g.*, missing information, ineligibility for a refund). If the claim is rejected due to missing information, the Claims Administrator will give the Settlement Class Member 30 days to resubmit the claim with additional information, so long as the original claim was submitted by the deadline noted above.

5. Disputed Claims.

If a Settlement Class Member disputes either the rejection of a claim or the amount to be paid pursuant to the claim (except a claim made pursuant to Section II.E(3), above, as to which the Claims Administrator has sole discretion), the Settlement Class Member may appeal the decision by submitting his/her/its claim and an explanation of the alleged error to Kurtzman Carson Consultants within thirty days of the postmark date on the rejection letter. Kurtzman Carson Consultants shall make a final, binding determination following receipt of any response

to the appeal from Ford or Class Counsel. Additional procedures pertaining to appeals of rejected claims are set forth in Exhibit D to this Settlement Agreement.

F. Administration of the Settlement.

Ford will retain the Claims Administrator to administer the program described above, and will bear all costs and expenses related to the administration of the Settlement.

Promptly after the Preliminary Approval Date and prior to mailing the Short Form Class Notice, the Claims Administrator will establish a Settlement Website and a toll-free telephone number to provide information to Settlement Class Members concerning the Settlement (including, but not limited to, relevant Settlement deadlines and dates, the Long Form Class Notice, Claim Forms, and declarations), administration of the claim process, the status of the Settlement approval process, and applicable Settlement deadlines. Once established, the Settlement Website shall permit Settlement Class Members to submit their claims electronically, including the entry and use of the unique claim number assigned to each Settlement Class Member. The Claims Administrator shall also establish a "Ford Claim Center" to receive and appropriately respond to claims submitted either electronically or by mail from Settlement Class Members. The Ford Claim Center will include (a) personnel assigned to manage the Settlement implementation process; (b) a toll-free telephone number that Settlement Class Members may call for information; (c) a mailing address to which Settlement Class Members can send claims for benefits; and (d) a website containing information about the Settlement, including Claim Forms that can be completed and submitted electronically as well as downloaded and submitted by mail. The Claims Administrator shall provide regular updates to Lead Counsel and Ford concerning the number of claim forms downloaded, the number of claims received by the Claims Administrator, the number of claims reviewed by the Claims Administrator, the number of approval letters sent and the value of each approved claim, the total dollar amount of claims

approved, the number of denial letters sent and the basis for each rejected claim, and the number of additional claims still undergoing processing. Class Counsel or Ford may request information specific to one or more claims processed by the Claims Administrator to evaluate and assess the claim administration process or any concerns raised by a specific Class Member.

G. Attorneys' Fees and Expenses.

Ford will pay Plaintiffs' counsel reasonable attorneys' fees and expenses as approved by the Court, separate and apart from the consideration flowing to the Settlement Class, not to exceed a total of \$5.25 million. Lead Counsel will apply on behalf of all counsel for Plaintiffs to the Court for an award of attorneys' fees and expenses to be paid by Ford of no more than this amount, covering all legal services provided by Plaintiffs' counsel in the past and future to Plaintiffs and the Settlement Class Members in connection with the Litigation, the Settlement of the Litigation, any appeal in connection with the Settlement, and implementation of the Settlement Agreement (the "Fee and Expense Application"). Ford reserves its right to object to the amount of attorneys' fees and expenses sought by Plaintiffs' counsel if the evidence provided by Plaintiffs' counsel in support of their Fee and Expense Application is inconsistent with representations made by Plaintiffs' counsel during settlement negotiations concerning their lodestar. The Court will determine what amount of fees and expenses shall be awarded and issue an Order stating the amount of fees and expenses to be awarded. Lead Counsel shall make all determinations regarding the allocation of fees and expenses among Class Counsel.

Should any counsel other than Named Plaintiffs' Lead Counsel petition the Court for an award of attorneys' fees, costs, or expenses, Class Counsel will oppose such petition. Ford shall not be required to pay any amounts of money to such counsel.

Within 14 business days after the Effective Date of Settlement, Ford shall pay the amount awarded by the Court for attorneys' fees and expenses to Named Plaintiffs' Lead Counsel, not to exceed \$5.25 million.

Named Plaintiffs' Lead Counsel must provide Ford with a completed W-9 form for the first payee of attorneys' fees and costs. Any order or proceedings relating to the Fee and Expense Application, or any appeal solely from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment approving this Settlement Agreement and the Settlement.

H. Service Award for Named Plaintiffs.

As part of their motion seeking final approval of the Settlement at the Fairness Hearing, Named Plaintiffs' Lead Counsel will submit to the Court an application for a total service award not to exceed \$235,000, to be allocated by the Court among the Named Plaintiffs. Plaintiffs intend to seek service awards for the Class Representatives in the following amounts: (a) Bill Anz (\$5,000); (b) Chris Armstrong (\$5,000); (c) Rodney Bender (\$5,000); (d) Debra Black (\$3,750); (e) Larry Black (\$3,750); (f) Josh Brewer (\$5,000); (g) Buckeye Management Group, LLC (\$5,000); (h) Kelvin Clark (\$5,000); (i) David Cooper (\$5,000); (j) Stephen Davis (\$5,000); (k) Gary Deyo (\$5,000); (l) Buster Diggs (\$5,000); (m) East Texas Poultry Supply (\$5,000); (n) Richard Engleman (\$5,000); (o) William Ernestburg (\$5,000); (p) Rolland Garber (\$5,000); (q) Elvis Gibbs (\$5,000); (r) Donald Grubb (\$5,000); (s) Duane Hough (\$5,000); (t) Donald Ilgen (\$5,000); (u) Michael Jacobsen (\$5,000); (v) Frank Jares (\$5,000); (w) Mark Jennings (\$5,000); (x) Martina Jones (\$3,000); (y) Terry Kimbrell (\$2,000); (z) Kevin Kinch (\$5,000); (aa) Bill Kmet (\$5,000); (ab) Bela Kogler (\$5,000); (ac) Charles Kolinek (\$5,000); (ad) Wendy Lanzi (\$2,000); (ae) Ryan Luke (\$5,000); (af) Bryan Miller (\$5,000); (ag) Roger Miller (\$5,000); (ah) Tom Ogden (\$5,000); (ai) Len Oniskey (\$5,000); (aj) Michael Pate (\$5,000); (ak)

Daniel Perko (\$5,000); (al) Eduardo Pezzi (\$2,000); (am) Jason Phillips (\$5,000); (an) Barbara Pignato (\$5,000); (ao) Ray Plunkett (\$3,000); (ap) Precast Services (\$5,000); (aq) Kinzie Quanina (\$3,000); (ar) Tim Sondgerath (\$5,000); (as) Brian Spurgeon (\$5,000); (at) Kevin Vincent (\$5,000); (au) Robert Walker (\$5,000); (av) Rodney Wall (\$5,000); (aw) Alan Weisberg (\$5,000); and (ax) Dennis White (\$7,500). Ford will pay the amount awarded by the Court within 14 business days after the Effective Date.

III. SETTLEMENT APPROVAL PROCESS.

A. Preliminary Approval of Settlement.

Promptly after the execution of this Settlement Agreement, counsel for Plaintiffs shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit "A," which shall include, among other things, the following:

1. preliminary certification under Federal Rule of Civil Procedure 23, for settlement purposes only, of the Settlement Class;
2. preliminary approval of the Settlement memorialized in this Settlement Agreement as fair, reasonable and adequate;
3. approval of the Short Form Class Notice and the Long Form Class Notice containing the language contained in Exhibits C1 and C2 or materially the same language;
4. a direction to Ford to distribute, at its expense, the Short Form Class Notice in the form approved by the Court to Settlement Class Members; a direction to Ford to establish the Settlement Website as contemplated by this Settlement Agreement; a direction that each potential Settlement Class Member who wishes to be excluded from the Settlement Class must respond to the Class Notice in accordance with the instructions set forth in the Class Notice and that their responses must be received by the date set forth in the Preliminary Approval Order;

5. a finding that the Short Form Class Notice and the Long Form Class Notice together constitute the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to Settlement Class Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;

6. a direction that, pending final determination of the joint application for approval of this Settlement Agreement, all proceedings in this Litigation other than settlement approval proceedings shall be stayed and all Settlement Class Members who do not request exclusion from the Settlement Class shall be enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any court or before any tribunal based upon an alleged defect in the 5.4L 3-valve engine and/or spark plugs in a Class Vehicle;

7. a direction that any Settlement Class Member who has not properly and timely requested exclusion from the Settlement Class will be bound by the Final Order and Judgment;

8. the scheduling of a final hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether the proposed Final Order and Judgment should be entered (the “Fairness Hearing”);

9. a direction that Ford shall tabulate communications from prospective Settlement Class Members asking to be excluded from the Settlement Class and shall report the names and addresses of such entities and natural persons to the Court and to Named Plaintiffs’ Lead Counsel no less than seven days before the Fairness Hearing;

10. a direction that Named Plaintiffs' Lead Counsel shall file a Fee and Expense Application and Named Plaintiffs' Service Award application (which may be part of Plaintiffs' Motion for Final Approval) approximately 14 days prior to the date set forth in the Preliminary Approval Order as the deadline for the objections; and that Named Plaintiffs' Lead Counsel shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven days prior to the Fairness Hearing;

11. a direction that any Settlement Class Member who wishes to object to the proposed Settlement Agreement, the proposed Final Order and Judgment, the Fee and Expense Application, and/or Named Plaintiffs' Service Award must file and serve such objections no later than the date set forth in the Preliminary Approval Order, which shall be approximately one month before the Fairness Hearing, together with copies of all papers in support of his/her/its position as provided in Section III.D.1. of the Settlement Agreement. The Long Form Class Notice shall state that the Court will not consider the objections of any Settlement Class Member who has not properly served copies of his/her/its objections on a timely basis or complied with the requirements of Section III.D.1 of the Settlement Agreement.

B. Notice to Attorneys General.

In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after the motion for Preliminary Approval Order is filed, Ford shall provide notice of this proposed Settlement to the Attorney General of the United States, and the attorneys general of each state or territory in which a Settlement Class Member resides. The notice will include: (1) a copy of the Master Class Action Complaint and Amended Master Class Action Complaint; (2) a copy of this Settlement Agreement and its exhibits; and (3) a reasonable estimate of the number of class members in each state/territory and their percentage representation in the Settlement Class. Ford will provide copies of such

notifications to Named Plaintiffs' Lead Counsel at the time of their submission to the attorneys general.

C. Notice to Settlement Class Members.

The Claims Administrator will mail, by first-class mail at Ford's expense, the Short Form Class Notice containing the language in Exhibit C1, and substantially in the same form as in Exhibit C1. As soon as is practicable after the preliminary approval of the Settlement, the Claims Administrator will obtain from Class Counsel, Ford and R.L. Polk & Co. the name and last known address of each potential member of the Settlement Class. Prior to mailing the Short Form Class Notice, the last known address of potential Settlement Class Members will be checked and updated going back four years through the use of the National Change of Address Database. Thereafter, the Claims Administrator shall send a copy of the Short Form Class Notice by first-class mail to each Settlement Class Member so identified, and each copy of the Short Form Class Notice shall include a claim number unique to the recipient. The Claims Administrator shall use its best efforts to complete the initial mailing of the Short Form Class Notice to potential Settlement Class Members within four months after the preliminary approval of the Proposed Settlement.

If any Short Form Class Notice mailed to any potential Settlement Class Member is returned to the Claims Administrator as undeliverable, then the Claims Administrator shall perform a reasonable search (e.g, the National Change of Address Database) for a more current name and/or address for the potential Settlement Class Member and (provided that a more current name and/or address can be found through such a search) re-send the returned Short Form Class Notice to the potential Settlement Class Member by first-class mail. In the event that any Short Form Class Notice mailed to a potential Settlement Class Member is returned as undeliverable a second time, then no further mailing shall be required. The Claims

Administrator will promptly log each Short Form Class Notice that is returned as undeliverable and provide copies of the log to Named Plaintiffs' Lead Counsel.

D. Response to Notice.

1. Objection to Settlement.

Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement must, by the date specified in the Preliminary Approval Order and recited in the Class Notice, file any such objection with the Court, and provide copies of the objection to: (1) Jeffrey S. Goldenberg, Goldenberg Schneider, 18th Floor, One West Fourth Street, Cincinnati, OH 45202 and (2) Krista L. Lenart, Dykema Gossett PLLC, 2723 S. State St., Suite 400, Ann Arbor, MI 48104.

Any objection to the Settlement Agreement must be individually and personally signed by the Settlement Class Member (if the Settlement Class Member is represented by counsel, the objection additionally must be signed by such counsel), and must include:

- a. the objector's full name, address, and telephone number;
- b. the model, model year, and vehicle identification number of the Settlement Class Member's Class Vehicle, along with proof that the objector has owned or leased a Class Vehicle (*e.g.*, a true copy of a vehicle title, registration, or license receipt);
- c. a written statement of all grounds for the objection accompanied by any legal support for such objection;
- d. copies of any papers, briefs, or other documents upon which the objection is based;
- e. a list of all cases in which the objector and/or his/her/its counsel has filed or in any way participated in—financially or otherwise—objections to a class action settlement in the preceding five years;

f. the name, address, email address, and telephone number of all attorneys representing the objector; and

g. a statement indicating whether the objector and/or his/her/its counsel intends to appear at the Fairness Hearing, and if so, a list of all persons, if any, who will be called to testify in support of the objection.

Any member of the Settlement Class who does not file a timely written objection to the Settlement and notice of his/her/its intent to appear at the Fairness Hearing or who fails to otherwise comply with the requirements of this section, shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

2. Request for Exclusion.

Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a request for exclusion (“Request for Exclusion”) to the Claims Administrator at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice. Settlement Class Members who wish to be excluded from the Settlement Class must do so with respect to all Class Vehicles they own(ed) or lease(d); Settlement Class Members may not exclude themselves from the Settlement Class with respect to some Class Vehicles and include themselves in the Settlement Class with respect to other Class Vehicles. To be effective, the Request for Exclusion must be sent via first-class U.S. mail to the specified address and must:

a. include the Settlement Class Member’s full name, address, and telephone number;

b. identify the model, model year, and vehicle identification number of the Settlement Class Member’s Class Vehicle(s);

c. specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class in *In re Ford Motor Co. Spark Plug and 3-Valve Engine Products Liability Litigation*; and

d. be individually and personally signed by the Settlement Class Member (if the Settlement Class Member is represented by counsel, the Request for Exclusion additionally must be signed by such counsel).

Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address, shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. Any purported Request for Exclusion sent to such address that is ambiguous or internally inconsistent with respect to the Settlement Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court.

The Claims Administrator will receive purported Requests for Exclusion and will follow guidelines developed jointly by Named Plaintiffs' Lead Counsel and Ford's counsel for determining whether they meet the requirements of a Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Class will be evaluated jointly by Named Plaintiffs' Lead Counsel and Ford's counsel, who will make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be resolved by the Court.

The Claims Administrator will maintain a list of all Requests for Exclusion, and shall report the names and addresses of all such entities and natural persons requesting exclusion to

the Court, Ford's counsel, and Named Plaintiffs' Lead Counsel seven days prior to the Fairness Hearing, and the list of entities and natural persons deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

E. Fairness Hearing.

On the date set forth in the Preliminary Approval Order, which shall be approximately one month after the deadline for submitting objections and Requests for Exclusion, a Fairness Hearing will be held at which the Court will consider: (a) whether to finally certify the Settlement Class; (b) whether to approve the Settlement Agreement as fair, reasonable, and adequate; (c) whether to approve the application for a Service Award for the Named Plaintiffs; and (d) whether to approve Named Plaintiffs' Lead Counsel's Fee and Expense Application.

F. Final Order and Judgment.

If this Settlement Agreement is finally approved by the Court, a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) shall be entered substantially in the form attached as Exhibit B, as follows:

1. certifying the Settlement Class solely for purposes of this Settlement Agreement;
2. approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Settlement Class;
3. declaring the Settlement Agreement to be binding on Ford and the Plaintiffs, as well as all Members of the Settlement Class;
4. dismissing on the merits and with prejudice the Master Consolidated Amended Complaint in *Perko* and each and every claim in every action transferred to MDL No. 2316, and all Released Claims;

5. forever discharging the Released Parties from all Released Claims;
6. indicating the amount of the Service Award for the Named Plaintiffs;
7. indicating the amount of attorneys' fees and expenses to be awarded to Plaintiffs' counsel; and
8. providing that all Settlement Class Members who did not request exclusion from the Settlement Class shall be permanently enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action asserting the Released Claims in any court or before any tribunal.

G. Withdrawal from Settlement.

Either party shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. any objections to the proposed Settlement are sustained and such objection results in changes to the agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of the settlement, or deprives the withdrawing party of a material benefit of the Settlement);
2. any attorney general is allowed to intervene in the action and such intervention results in changes to the agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of the settlement, or deprives the withdrawing party of a material benefit of the Settlement);
3. the preliminary or final approval of the Settlement Agreement is not obtained without modification and any modification required by the Court for approval is deemed in good faith to be material and is not agreed to by the withdrawing party (*e.g.*, because it increases the cost of the settlement, or deprives the withdrawing party of a significant benefit of the Settlement); and

4. entry of the Final Order and Judgment described in this Settlement is reversed or substantially modified by an appellate court, except that a reversal or modification of an order awarding reasonable attorneys' fees and expenses shall not be a basis for withdrawal.

Ford shall, in addition, have the option to withdraw from this Settlement Agreement, and to render it null and void, if 10,000 or more Settlement Class Members or Settlement Class Members collectively owning or leasing 30,000 or more Class Vehicles exclude themselves from the Settlement.

To withdraw from the Settlement Agreement under this Section, the withdrawing party must provide written notice to the other party's lead counsel and to the Court. In the event either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

H. Release of Settlement Class Members' Claims.

Upon the Effective Date of the Settlement, the Plaintiffs and each Settlement Class Member who was not excluded shall be deemed to have, and by operation of the Final Order and

Judgment shall have, released, waived, and discharged the Released Parties from his, her, or its Released Claims as defined above. This release will run with the vehicle if the Settlement Class Member sells the Class Vehicle.

IV. MISCELLANEOUS PROVISIONS.

A. Class Certification.

The Parties agree that for the purposes of this Settlement only, certification of the Settlement Class as defined above in Section I.V. is appropriate pursuant to Fed. R. Civ. P. 23(b)(3).

B. Effect of Exhibits.

The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

C. No Admission.

This Settlement Agreement is for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Ford or any admissions by Ford of any claim or allegation made in any action or proceeding against Ford. If this Settlement Agreement is terminated and becomes null and void, the class action portions of this Settlement shall have no further force and effect with respect to any party to the Litigation and shall not be offered in evidence or used in the Litigation or any other proceeding. This Settlement Agreement shall not be offered or be admissible in evidence against Ford or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Information provided by Ford to the Plaintiffs and Class Counsel in

connection with settlement negotiations is for settlement purposes only and shall not be used or disclosed for any other purpose whatsoever.

D. Return of Confidential Documents.

Upon the Effective Date of the Settlement, all documents and information marked or designated as Confidential or Highly Confidential, as defined in and subject to the Protective Order, signed by Judge Christopher Boyko on October 5, 2010, or any previous protective order entered in this Litigation, shall be disposed of within the time frame and according to the procedures set forth in the Protective Order.

E. Entire Agreement.

This Settlement Agreement represents the entire agreement and understanding among the Settling Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person against whom enforcement of the Settlement Agreement is sought.

F. Counterparts.

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any party who has signed it, and all of which shall be deemed a single agreement.

G. Arm's-Length Negotiations.

The Settling Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Settling Parties in entering into this Settlement Agreement. All Settling Parties have participated in the drafting of this agreement and it is not to be construed in favor of or against any of the Settling Parties.

H. Dispute Resolution.

Any dispute, challenge, question, or the like relating to this Settlement Agreement (other than those which this Settlement Agreement provides shall be resolved otherwise) shall be heard only by this Court.

I. Continuing Jurisdiction.

The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including all Settlement Class Members, for the purpose of the administration, interpretation and enforcement of this Settlement Agreement.

J. Binding Effect of Settlement Agreement.

This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties and their representatives, heirs, successors, and assigns.

K. Nullification.

In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions if Ford and Named Plaintiffs' Lead Counsel, on behalf of the Settling Parties, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

L. Extensions of Time.

The Settling Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

M. Service or Notice.

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to Ford or Named Plaintiffs' Lead Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Settling Parties in writing:

As to Plaintiffs: Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
18th Floor
One West Fourth Street
Cincinnati, OH 45202

As to Ford: Krista L. Lenart
Dykema Gossett PLLC
2723 S. State Street, Suite 400
Ann Arbor, MI 48104

N. Authority to Execute Settlement Agreement.

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

* * * * *

IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed, by their duly authorized attorneys, as of June 5, 2015.

ON BEHALF OF FORD MOTOR COMPANY

/s/John M. Thomas
John M. Thomas
Dykema Gossett PLLC
2723 S. State St., Ste. 400
Ann Arbor, MI 48104

ON BEHALF OF PLAINTIFFS

/s/Jeffrey S. Goldenberg
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA
18th Floor
One West Fourth Street
Cincinnati, OH 45202

/s/James C. Shah
James C. Shah
Shepherd Finkelman Miller & Shah, LLP
35 East State Street
Media, PA 19063

/s/Steve W. Berman
Steve W. Berman
Hagens Berman Sobol Shapiro, LLP
1918 Eighth Avenue
Suite 3300
Seattle, WA 98101

/s/Michael Caddell
Michael Caddell
Caddell & Chapman
1331 Lamar Street
Suite 1070
Houston, TX 77010-3027

/s/Mitchell A. Toups
Mitchell A. Toups
Weller, Green, Toups & Terrell, L.L.P.
2615 Calder Street
P.O. Box 350
Beaumont, TX 77704

/s/Mark Schlachet
Mark Schlachet
Law Offices of Mark Schlachet
3515 Severn Road
Cleveland Heights, OH 44118