

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

BRANDON KOMMER on behalf of himself
and all others similarly situated,

Plaintiff,

-against-

FORD MOTOR COMPANY,

Defendant.

:
:
: Civil Action No.: 17-cv-296 LEK/DJS
:
:
: **DECLARATION OF JEFFREY I.**
: **CARTON IN SUPPORT OF**
: **MOTION FOR PRELIMINARY**
: **APPROVAL OF CLASS ACTION**
: **SETTLEMENT**
:
:

I, JEFFREY I. CARTON, declare as follows:

1. I am a member in good standing of the Bar of this Court and a member of the Bar of the State of New York, among other courts. I am a Partner in the law firm of Denlea & Carton LLP, attorneys for Plaintiff Brandon Kommer. I submit this Declaration, pursuant to Fed. R. Civ. P. 23, in support of Plaintiff's Motion for an Order: (i) preliminarily approving the Class Action Settlement; (ii) provisionally certifying the Class for settlement purposes only; (iii) preliminarily appointing Plaintiff Brandon Kommer as class representative and his counsel, Denlea & Carton LLP, as Class Counsel; (iv) appointing JND Legal Administration Co. as the Class Settlement Administrator; (v) approving Class Notice, and dissemination of the Class Notice to the members of the Class; and (vi) scheduling the Final Hearing for Approval of the Settlement and Plaintiff's Application for an Award of Attorneys' Fees and Expenses and a Service Award to the Named Plaintiff. I understand that Defendant Ford Motor Company joins in this Motion and is submitting its own papers in support thereof.

2. On December 4, 2019, I was pleased to inform the Court, by letter to Magistrate Judge Daniel J. Stewart, that the parties had successfully reached an agreement in principle to

settle the class action, with the able assistance of well-respected mediator David Geronemus (of JAMS). (Dkt. 45) The parties have spent the intervening weeks diligently negotiating the precise terms of the Settlement Agreement; exchanging pertinent information; conducting confirmatory discovery; interviewing and obtaining competing bids from experienced settlement claims administrators before jointly agreeing upon JND Legal Administration Company to be the Claims Administrator for this action; and preparing the numerous documents necessary to present to the Court in connection with Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. At this point, the parties have prepared all of the necessary documents and executed the Settlement Agreement. Accordingly, attached to my Declaration as Exhibit 1 is a true and correct copy of the executed Stipulation and Agreement of Settlement, including the Exhibits thereto.

4. Attached to my Declaration as Exhibit 2 is a Proposed Order for Preliminary Approval of Class Action Settlement.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

Executed this 5th day of March, 2020.

/s Jeffrey I. Carton

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EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CASE NO. 1:17-CV-00296-LEK-DJS

BRANDON KOMMER,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

STIPULATION AND AGREEMENT OF SETTLEMENT

This Settlement Agreement is entered on this 5th day of March 2020 by and among named plaintiff Brandon Kommer (the “Named Plaintiff”) and defendant Ford Motor Company (“Ford”), by and through their respective counsel (together, the “Settling Parties”).

RECITALS¹

WHEREAS on March 13, 2017, the Named Plaintiff filed an action entitled *Brandon Kommer v. Ford Motor Company* in the United States District Court for the Northern District of New York, and that action was assigned to the Honorable Lawrence E. Kahn and given the case number 1:17-cv-00296-LEK-DJS;

WHEREAS the *Kommer* complaint alleged causes of action against Ford for violation of the New York General Business Law Sections 349 and 350 on behalf of a proposed class of consumers who purchased or leased in the State of New York a Ford F-150 model vehicle for model years 2015 to 2017;

¹ These Recitals incorporate certain capitalized terms that are defined in Section I, *infra*.

WHEREAS the *Kommer* complaint alleged that Ford sold model year 2015-2017 Ford F-150 trucks that are defective because of a door latch malfunction when driven in particular climates;

WHEREAS the Settling Parties engaged in extensive motion practice which resulted in, among other things, the dismissal of certain of the Named Plaintiff's claims, the addition of more detailed allegations, and a more detailed answer to the Named Plaintiff's allegations;

WHEREAS the Named Plaintiff filed his First Amended Class Action Complaint against Ford on August 28, 2017, including more detailed allegations and asserting the same causes of action as in the original complaint;

WHEREAS the Settling Parties engaged in further extensive motion practice which resulted in Ford's motion to dismiss the Named Plaintiff's First Amended Complaint being denied by Judge Kahn on August 6, 2018;

WHEREAS Ford filed its Answer to the Named Plaintiff's First Amended Complaint on August 20, 2018;

WHEREAS on March 27, 2019, Plaintiff moved to amend the First Amended Complaint to add claims by four other proposed class representatives asserting claims under the laws of Arkansas, Indiana, Pennsylvania, and Ohio;

WHEREAS the Court denied Plaintiff's Motion to Amend the First Amended Complaint on June 19, 2019;

WHEREAS on April 16, 2019, Douglas Flanery, one of the proposed class representatives identified in Plaintiff's Motion to Amend the First Amended Complaint, filed a class action complaint against Ford in the Southern District of Ohio containing substantially similar allegations as this Litigation;

WHEREAS Mr. Flanery voluntarily dismissed that action on September 9, 2019;

WHEREAS the Settling Parties conferred about discovery and case management matters and prepared a joint proposed Civil Case Management Plan which was submitted to the Honorable Magistrate Judge Daniel J. Stewart on November 9, 2018;

WHEREAS the Settling Parties exchanged Mandatory Disclosures and appeared before Judge Stewart for the Rule 16 Initial Pretrial Conference on November 16, 2018;

WHEREAS on November 19, 2018, Judge Stewart entered the Pretrial Scheduling Order;

WHEREAS counsel for the Settling Parties in this Litigation subsequently engaged in significant discovery, including the production by Ford of approximately 500,000 documents and the deposition of the Named Plaintiff;

WHEREAS the Named Plaintiff filed his Second Amended Class Action Complaint against Ford on March 5, 2020, asserting claims against a nationwide putative class of owners and lessees of 2015-2018 Ford F-150 trucks and 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks sold or leased in the United States, as well as model year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks sold or leased in the United States that were built at Ford's Dearborn Assembly Plant before February 26, 2019, Ford's Kansas City Assembly Plant before March 4, 2019, Ford's Kentucky Assembly Plant before March 5, 2019, or Ford's Ohio Assembly Plant before March 11, 2019;

WHEREAS Class Counsel conducted a thorough investigation and evaluation of the facts and law including, but not limited to, a review of Ford's extensive document production, numerous communications with affected Class Members, and consultation with automotive industry professionals, related to the class claims asserted in order to determine how best to serve the interests of the Named Plaintiff and the Settlement Class;

WHEREAS the Settling Parties conducted a series of arm's-length negotiations concerning a proposed classwide settlement, including a day-long mediation on November 26, 2019 before David Geronemus of JAMS;

WHEREAS the Settling Parties have exchanged confirmatory discovery following the mediation which included, but was not limited to, a further review of the warranty information provided by Ford;

WHEREAS the Named Plaintiff and Class Counsel believe the Released Claims have merit. The Named Plaintiff 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 any appeals and the value of providing timely benefits to Settlement Class members. The Named Plaintiff and Class Counsel also have taken into account the uncertain outcome and risk of further litigation as well as the difficulties and delays inherent in such litigation. The Named Plaintiff and Class Counsel are mindful of the inherent problems of proof under, and possible defenses to, the Released Claims. The Named Plaintiff and Class Counsel believe the proposed Settlement confers substantial benefits on the Settlement Class. Based on their evaluation of all these factors, the Named Plaintiff 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 Named Plaintiff or the Settlement Class. Ford has taken thorough discovery concerning the claims asserted by the Named Plaintiff and believes it has meritorious defenses to all of them. Nevertheless, Ford recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Litigation through trial and any appeals. In agreeing to enter this Settlement, Ford

also has taken into account the uncertain outcome and the risk of further 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, subject to the approval of the Court, that 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

A. Authorized Ford Dealer

“Authorized Ford Dealer” means an automobile dealer authorized by Ford to sell, lease, and service Ford vehicles.

B. Class Counsel

“Class Counsel” means Jeffrey I. Carton, Esq., Robert J. Berg, Esq., and the law firm Denlea & Carton LLP.

C. Class Notice

“Class Notice” means the notice of settlement that will be provided to the “Settlement Class Members,” as defined herein. Class Notice will include a “Short Form Class Notice” to be mailed to Settlement Class Members in substantially the same form as Exhibit 1. The “Short Form Class Notice” will include a reference to a settlement website containing further details about the substance and procedure of the proposed Settlement that shall be established, maintained, and operated by the Settlement Administrator consistent with this Settlement Agreement, and will also provide a telephone number Settlement Class Members may call for information about the Settlement or the claims process. The Short Form Class Notice will also inform Settlement Class Members of the availability of the Current Door Latch Service

Programs. “Long Form Class Notice” means the notice of Settlement that will be posted on the settlement website in substantially the same form as Exhibit 2.

D. Class Notice Costs

“Class Notice Costs” means all costs associated with issuing Class Notice, including but not limited to costs associated with obtaining address information for Settlement Class Members, mailing the Short Form Class Notice, creating the settlement website, and reviewing and recording any Requests for Exclusion.

E. Class Vehicle(s)

“Class Vehicle(s)” means model year 2015-2018 Ford F-150 trucks and 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks sold or leased in the United States, as well as model year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks sold or leased in the United States that were built at Ford’s Dearborn Assembly Plant before February 26, 2019, Ford’s Kansas City Assembly Plant before March 4, 2019, Ford’s Kentucky Assembly Plant before March 5, 2019, or Ford’s Ohio Assembly Plant before March 11, 2019..

F. Court

“Court” means the United States District Court for the Northern District of New York.

G. Current Door Latch Service Programs

“Current Door Latch Service Programs” means Ford’s Safety Recall 17S33, Ford’s Customer Satisfaction Program 18N03, Ford’s Customer Satisfaction Program 19N02, and Ford’s Customer Satisfaction Program 19N06.

H. Dissatisfaction with Door Latch Performance

“Dissatisfaction with Door Latch Performance” means a Class Member who experienced at least one instance of a Door Latch on their Class Vehicle failing such that the door does not

open, does not close, or opens while driving, or who is concerned that their Class Vehicle may in the future experience an instance of a Door Latch on their Class Vehicle failing such that the door does not open, does not close, or opens while driving.

I. Door Latch

“Door Latch” means the door latch and lock mechanisms, including but not limited to interior and exterior handles, cables, locks and related components, on Class Vehicles.

J. Door Latch Repair

“Door Latch Repair” means a repair to address a malfunctioning Door Latch in a Class Vehicle, including but not limited to repairs performed under Ford Technical Service Bulletin (“TSB”) 15-0052, TSB 16-0155, TSB 19-2007, TSB 19-2081, or any Door Latch Service Program.

K. Door Latch Service Programs

“Door Latch Service Programs” means Current Door Latch Service Programs and Future Door Latch Service Programs.

L. Effective Date of Settlement

“Effective Date of Settlement” 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 4; 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, except that an appeal solely from any award of attorneys’ fees to Class Counsel shall not extend the Effective Date of Settlement.

M. Escrow Account

“Escrow Account” means the custodial or investment account administered by the Escrow Agent and the Settlement Administrator in which the funds to be deposited will be held, invested, administered, and disbursed pursuant to the Settlement Agreement and an Escrow Agreement.

N. Escrow Agent

“Escrow Agent” means JND Legal Administration, the agreed-upon entity to address and hold for distribution the funds identified in the Settlement Agreement pursuant to the terms of an Escrow Agreement.

O. Escrow Agreement

“Escrow Agreement” means the agreement by and among Class Counsel, Ford, and the Escrow Agent with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to the Settlement Agreement, which agreement, among other things, shall specify the manner in which the Settlement Administrator shall direct and control, in consultation with Ford and Class Counsel, the disbursement of funds in the Qualified Settlement Fund, as discussed in Section II.D below.

P. Fairness Hearing

“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 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 attorney’s fees and costs to be awarded to Class Counsel and the amount of any Service Award to the Named Plaintiff.

Q. Ford

“Ford” means Ford Motor Company.

R. Ford’s Warranty Records

“Ford’s Warranty Records” means records from Ford’s Analytical Warranty System showing Door Latch Repairs for a particular Class Vehicle.

S. Future Door Latch Service Program

“Future Door Latch Service Program” means any service program Ford issues to address a Door Latch malfunction in the Class Vehicles after the execution of the Settlement Agreement.

T. Litigation

“Litigation” means *Brandon Kommer v. Ford Motor Company*, 1:17-cv-00296-LEK-DJS, pending in the United States District Court for the Northern District of New York, and includes any and all actions that in the future are transferred to that case.

U. Named Plaintiff

“Named Plaintiff” means Brandon Kommer.

V. Original Owner or Lessee

“Original Owner or Lessee” means those persons or entities who initially purchased or leased a Class Vehicle from an Authorized Ford Dealer. An “Original Owner or Lessee” excludes those persons or entities who purchased or leased a used Class Vehicle.

W. Released Parties

“Released Parties” means Ford, its past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, Authorized Ford Dealers,

underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders.

X. Released Claims

“Released Claims” means, with the exceptions described below, 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 that relate to an alleged Door Latch malfunction in a Class Vehicle including, but not limited to, any claim for violations of federal, state, or other law (whether in contract, torts, fraud, consumer protection or otherwise, including statutory and injunctive relief, common law, property, warranty, Lemon Law, and equitable claims), and also including Unknown Claims.

Excluded from the Released Claims are individual claims seeking damages for an alleged personal injury caused by an alleged Door Latch malfunction in a Class Vehicle.

Y. Second Amended Class Action Complaint

“Second Amended Class Action Complaint” means the Second Amended Class Action Complaint filed against Ford on March 5, 2020 in the Litigation.

Z. Settlement

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

AA. Settlement Administration Costs

“Settlement Administration Costs” means all costs associated with administering the Settlement, including but not limited to costs associated with creating and implementing the claim submission process, reviewing claims, maintaining the settlement website, mailing

payments, reviewing and resolving any appeals of the Settlement Administrator's decisions, taxes, and fees.

BB. Settlement Administrator

"Settlement Administrator" means the Court-appointed third-party administrator agreed to by the Settling Parties and appointed by the Court to oversee and administer the Settlement Fund, subject to the limits provided in the Settlement Agreement. The Settling Parties agree that JND Legal Administration shall serve as Settlement Administrator, subject to approval by the Court.

CC. Settlement Agreement

"Settlement Agreement" means this Stipulation and Agreement of Settlement.

DD. Settlement Class or Settlement Class Members

"Settlement Class" or "Settlement Class Members" means all entities and natural persons in the United States (including its Territories and the District of Columbia) who currently own or lease (or who in the past owned or leased) a Class Vehicle.

Excluded from the Settlement Class are: (1) all federal court judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons who delivered to Ford releases of all their claims; (3) Ford, its parents, subsidiaries, affiliates, officers, and directors; and (4) all entities and natural persons who submit a valid request for exclusion from the Settlement Class.

EE. Settlement Fund

"Settlement Fund" means the payments made by Ford, in accordance with the schedule set forth in Section II.B.1 below, which are to be used pursuant to the terms of the Settlement Agreement.

FF. Settling Parties

“Settling Parties” means the Named Plaintiff and Ford.

GG. Unknown Claims

“Unknown Claims” means any and all claims, demands, causes of action, and suits that any Settlement Class Member has relating to malfunctions of the Door Latch in a Class Vehicle and that such Settlement Class Member does not know to exist against any of the Released Parties which, if known, might have affected his, her, or its decision to enter into or to be bound by the terms of this Settlement.

II. SETTLEMENT CONSIDERATION

In exchange for the Release provided for herein and the dismissal of the Litigation with prejudice, under the terms of the Settlement Agreement, Ford agrees to provide the following consideration to the Settlement Class Members:

A. Notice to Settlement Class Members of Available Door Latch Service Programs

In accordance with Section III.C, the Settlement Administrator will mail the Short Form Class Notice to Settlement Class Members. In addition to providing notice of the Settlement Agreement, the Short Form Class Notice will inform Settlement Class Members of the availability of the Current Door Latch Service Programs which, in part, have provided additional warranty coverage on the Door Latches for Class Vehicles through October 31, 2028. Ford also will maintain, at its own cost, separate from the Settlement Fund, a website that allows Settlement Class Members to identify the Door Latch Service Programs for which their Class Vehicle is eligible by entering its Vehicle Identification Number. The Short Form Class Notice will include instructions to access this website and the settlement website, which will contain a

description of the Door Latch Service Programs. Ford will also provide notice of the Settlement to its authorized dealers.

B. Monetary Compensation

1. *Qualified Settlement Fund*

The Settling Parties, through their respective counsel, shall ask the Court to establish and create a Qualified Settlement Fund (“QSF”) pursuant to Internal Revenue Code § 468B and related regulations, with the QSF to be held at Signature Bank. All payments made by Ford pursuant to the Settlement Agreement shall be made by wire transfer into an Escrow Account, established and controlled consistent with and pursuant to an Escrow Agreement at Signature Bank. The Escrow Agent shall invest the payments in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in a United States Government fully-insured account, and shall collect and reinvest any and all interest accrued thereon, if applicable, unless interest rates are such that they would effectively preclude investment in interest-bearing instruments. The Settling Parties agree that the Account shall be treated as a QSF from the earliest date possible, and agree to any relation-back election required to treat the Account as a QSF from the earliest date possible. The Escrow Account shall be comprised of one fund which shall be a single QSF.

Ford agrees to pay a total of \$5,300,000 to settle the Litigation into the QSF to fund the Settlement Fund, as provided below. The Settlement Fund shall be used for the following purposes as further described in the Settlement Agreement: (1) Reimbursement of Costs for Past Door Latch Repairs; (2) Reimbursement of Costs for Future Door Latch Repairs; (3) compensation for Dissatisfaction with Door Latch Performance; (4) Class Notice Costs; (5) Settlement Administration Costs; (6) residual payments to class members, to the extent that there

are residual amounts remaining, as set forth in Section II.B.3; (7) Class Counsel's fees and expenses as the Court awards; and (8) a Service Award for the Named Plaintiff as the Court awards. In no event shall Ford be required to pay any amount more than \$5,300,000, except as set forth in Section II.B.1.b. If the Court does not grant final approval to the Settlement, or if such final approval is reversed on appeal, any funds remaining in the QSF at the time of such judicial action shall revert to Ford, and any such funds paid into the QSF and not returned to Ford will be credited towards any eventual settlement that may be approved.

Ford shall make the payments detailed below and as further detailed in this Settlement Agreement:

a. Initial Payment

Ford shall make the first payment into the QSF not later than 30 days after the Court issues the Preliminary Approval Order (the "Initial Payment"). The Initial Payment shall be \$1,298,974, which is intended to be sufficient to pay for Class Notice Costs and Settlement Administration Costs.

b. Conditional Supplemental Notice Payment

To the extent the Settlement Administrator, after receiving vehicle ownership and lessee information from the relevant Department of Motor Vehicles, determines that the number of Settlement Class Members exceeds 3,300,000, Ford will make a supplemental payment in the amount of 31 cents per each additional class member in excess of 3,300,000 to pay for the costs of mailing the Short Form Notice to those Settlement Class Members. This amount will be in addition to the \$5,300,000 paid into the Settlement Fund. If a Conditional Supplemental Notice Payment is required, Ford shall make such payment into the QSF within 30 days after being notified by the Settlement Administrator of the number of additional class members in excess of 3,300,000.

c. Final Payment

Ford shall deposit into the QSF the amount remaining of the \$5,300,000 after subtracting the Initial Payment above, not later than 14 days after the Effective Date of Settlement (the “Final Payment”).

2. Claims for Monetary Compensation

Settlement Class Members may submit to the Settlement Administrator a claim for one or more of the following types of monetary compensation:

a. Reimbursement of Costs of Past Door Latch Repairs

Settlement Class Members who submit a timely valid claim accompanied by the documentation described in Section II.C.2 establishing that, prior to the date of entry of the Preliminary Approval Order, they (1) paid a service provider to perform one or more Door Latch Repairs to their Class Vehicle, and/or (2) paid out-of-pocket expenses for towing charges or for a rental car in connection with obtaining a Door Latch Repair to their Class Vehicle may receive reimbursement of such out-of-pocket expenses up to a maximum of \$400 for all such Door Latch Repairs on their Class Vehicle.

b. Reimbursement of Costs of Future Door Latch Repairs

Settlement Class Members who submit a timely valid claim accompanied by the documentation described in Section II.C.2 establishing that, between the date of entry of the Preliminary Approval Order and one year after the date of entry of the Preliminary Approval Order, they (1) paid a service-provider to perform one or more Door Latch Repairs to their Class Vehicle, and/or (2) paid out-of-pocket expenses for towing charges or for a rental car in connection with obtaining a Door Latch Repair to their Class Vehicle may receive reimbursement of such out-of-pocket expenses up to a maximum of \$200 for all such Door Latch Repairs on their Class Vehicle. To be eligible for reimbursement under this paragraph,

Settlement Class Members must have first obtained a Door Latch Repair from an Authorized Ford Dealer under the most current Door Latch Service Program applicable to their Class Vehicle prior to obtaining the Door Latch Repair on which the claim for reimbursement is based.

c. Compensation for Dissatisfaction with Door Latch Performance

Settlement Class Members who submit a timely valid claim attesting under penalty of perjury that prior to the date of entry of the Preliminary Approval Order they experienced Dissatisfaction with Door Latch Performance will receive up to \$10.

3. Residual Distribution

After the conclusion of the claims process as set forth in Section II.C, any funds that would remain in the QSF following payment of Class Notice Costs, Settlement Administration Costs (including taxes), any award for attorneys' fees and expenses approved by the Court, any Service Award for the Named Plaintiff approved by the Court, and all valid claims for monetary compensation as described in Section II.B.2, shall be distributed to all Original Owners or Lessees of a Class Vehicle that received one or more Door Latch Repairs as identified in Ford's Warranty Records and all Settlement Class Members who submitted a valid claim on a *per capita* basis. In the event the *per capita* amount of the residual payment would be less than five dollars, the residual amount shall be distributed only to Settlement Class Members who submitted a valid claim.

C. Submission of Claims

In order to obtain payment for a claim for monetary compensation under Section II.B.2, a Settlement Class Member must submit a timely valid claim to the Settlement Administrator.

1. Deadlines to Submit Claims

Claims for Reimbursement for Costs of Past Door Latch Repairs or for Compensation for Dissatisfaction with Door Latch Performance must be submitted electronically or postmarked by 210 days after the date of entry of the Preliminary Approval Order. Claims for Reimbursement for Costs of Future Door Latch Repairs must be submitted electronically or postmarked by 210 days after the date of entry of the Preliminary Approval Order or within 30 days of the date of the repair, whichever is later. The Settlement Administrator shall not be required to review or pay any claims for reimbursement received after the deadline(s) identified in this provision.

2. Content of and Support for Claims

a. Identification of Benefit Sought

All claims must indicate whether the Settlement Class Member is submitting a claim for: (1) Reimbursement of Costs of Past Door Latch Repairs (under Section II.B.2.a); (2) Reimbursement of Costs of Future Door Latch Repairs (under Section II.B.2.b), and/or (3) Compensation for Dissatisfaction with Door Latch Performance (under Section II.B.2.c). These options will be readily apparent on the claim form.

b. Out-of-Pocket Expenses

In addition to the information identified in Section II.C.2.a, claims for Reimbursement of Costs of Past Door Latch Repairs and Reimbursement of Costs of Future Door Latch Repairs must include:

- Information sufficient to show whether the Settlement Class Member is submitting a claim for Reimbursement of Costs of Past Door Latch Repairs or Reimbursement of Costs of Future Door Latch Repairs;
- The vehicle identification number of the Class Vehicle with respect to which a claim is being made;

- Evidence sufficient to show that the Settlement Class Member was the owner or lessee of the Class Vehicle (*e.g.*, a copy of vehicle registration or title documents) at the time of the Door Latch Repair with respect to which a claim is being made;
- Evidence sufficient to show that the Settlement Class Member obtained a Door Latch Repair to a Class Vehicle that qualifies for reimbursement under the Settlement Agreement, including:
 - Information showing that the Class Vehicle received a Door Latch Repair; and
 - The date(s) of the Door Latch Repair;
- Proof of the amount the Settlement Class Member paid to obtain the Door Latch Repair and/or for towing or a rental car in connection with obtaining the Door Latch Repair; and
- Signature of Settlement Class Member (either physical or electronic) attesting under penalty of perjury to the truthfulness of the information contained within their claim.

c. Compensation for Dissatisfaction with Door Latch Performance

In addition to the information identified in Section II.C.2.a, claims for monetary compensation for Dissatisfaction with Door Latch Performance must include:

- The vehicle identification number of the Class Vehicle with respect to which a claim is being made;
- A description of the nature and approximate date (month/year) of the Dissatisfaction with Door Latch Performance the Settlement Class Member experienced prior to the date of entry of the Preliminary Approval Order; and
- Signature of Settlement Class Member (either physical or electronic) attesting under penalty of perjury to the truthfulness of the information contained within their claim.

3. Rejected Claims

The Settlement Administrator may reject any claim that does not include the required information specified in Section II.C.2. The Settlement Administrator reserves the right to investigate any claim, including by requesting from the Settlement Class Member additional documentation to determine whether the claim is valid. If the Settlement Administrator rejects a claim, it will advise the Settlement Class Member who submitted it of the reason(s) for the rejection (*e.g.*, missing information or documentation, ineligibility to submit a claim). If a claim is rejected due to missing information or documentation, the Settlement Administrator will give the Settlement Class Member 30 days to resubmit that claim along with additional information or documentation, so long as the claim was originally submitted by the deadline to submit that claim. Any Settlement Class Member who submits a claim that the Settlement Administrator determines is fraudulent shall not receive any payment.

4. *Disputed Claims*

If a Settlement Class Member disputes either the Settlement Administrator's rejection of a claim or the amount to be reimbursed pursuant to a claim, the Settlement Class Member may appeal the Settlement Administrator's decision by submitting the claim, the Settlement Administrator's decision on the claim, and an explanation of the Settlement Administrator's alleged error within 30 days of the postmark date on the envelope in which the Settlement Administrator mailed its decision to the Settlement Class Member. Appeals shall be sent to an entity agreed upon by Class Counsel and Ford to receive such appeals, which shall make a final, binding determination of the appeal following its receipt of Ford's response to the appeal.

D. Payment of Claims

All claims determined by the Settlement Administrator to be eligible and timely filed will be paid reasonably promptly after the conclusion of the claims process as set forth in Section II.C

(including final resolution of any disputed claims under Section II.C.4). After accounting for payment of Class Notice Costs, Settlement Administration Costs (including taxes), any award for attorneys' fees and expenses approved by the Court, any Service Award for the Named Plaintiff approved by the Court, and all valid claims for monetary compensation as described in Section II.B.2, any funds that would remain in the QSF shall be distributed as set forth in Section II.B.3. If, after accounting for all costs described above, the QSF does not contain sufficient funds to fully pay all valid claims, claims for Reimbursement of Costs of Past Door Latch Repairs and Reimbursement of Costs of Future Door Latch Repairs will be paid on a first-in-first out basis until the QSF is depleted, and shall be paid before any claims for Dissatisfaction with Door Latch Performance. If, after accounting for all costs described above, the QSF contains sufficient funds to fully pay all valid claims for Reimbursement of Costs of Past Door Latch Repairs and Reimbursement of Costs of Future Door Latch Repairs, but does not contain sufficient funds to fully pay all valid claims for Dissatisfaction with Door Latch Performance, then claims for Dissatisfaction with Door Latch Performance will be paid on a *pro rata* basis. In the event the *pro rata* amount of the payment for claims for Dissatisfaction with Door Latch Performance would otherwise be less than five dollars, valid claims for Dissatisfaction with Door Latch Performance will be paid in the amount of five dollars on a first-in-first-out basis.

E. Administration of the Settlement

Prior to mailing the Short Form Class Notice to Settlement Class Members, the Settlement Administrator will open a "Claim Center" to receive and appropriately respond to all claims submitted by Settlement Class Members. The Claim Center will include: (1) personnel assigned to manage the settlement implementation process; (2) a toll-free telephone number that Settlement Class Members may call to obtain information; (3) a mailing address to which

Settlement Class Members shall send all claims for reimbursement; and (4) a website containing information about the Settlement, including claim forms that can be downloaded and submitted by mail or electronically. All costs and expenses related to the administration of this Settlement will be paid from the QSF.

F. Taxes

All (i) taxes on the income of the Escrow Account and (ii) expenses and costs incurred with taxes paid from the Escrow Account (including, without limitation, expenses of tax attorneys or accountants) (collectively, "Taxes") shall be timely paid out of the Escrow Account without prior Order of the Court. The Settlement Administrator shall be solely responsible for filing tax returns for the QSF and paying from the Escrow Account any Taxes owed with respect to the QSF, including any interest and penalties. Ford shall have no responsibility to make any filings relating to the QSF and will have no responsibility to pay tax on any income earned by the QSF or to pay any taxes on the QSF, unless the settlement is not consummated and until the Settlement Fund is returned to Ford. In the event the Settlement Fund is returned to Ford because the Settlement is not consummated, Ford shall be responsible for the payment of all taxes on income earned by the Settlement Fund that have not previously been paid from the QSF (including any interest or penalties, except to the extent that interest and penalties resulted from the failure of the Settlement Administrator to file any necessary tax returns or make tax payments, in which case the Settlement Administrator shall be responsible for the payments of interest and/or penalties). Ford makes no representation to Class Counsel or the Settlement Administrator regarding the appropriate tax treatment of the QSF, income earned on the QSF, or any distribution taken from the QSF.

G. Attorneys' Fees and Expenses

Class Counsel agrees to file, and Ford agrees not to oppose, an application for an award of Attorneys' Fees and Expenses of not more than \$1,300,000, covering the cost of all legal services provided by Class Counsel in the past and future to the Named Plaintiff and the Settlement Class Members in connection with the Litigation, the Settlement, any appeal in connection with the Settlement, and implementation of the Settlement Agreement (the "Fee and Expense Application"). Class Counsel shall not accept any amount in excess of \$1,300,000. Any award of attorneys' fees and expenses above the agreed-upon amount will be deemed a material breach of the Settlement Agreement, and constitute grounds for Ford to withdraw from it. The Court will determine what amount of fees and expenses up to \$1,300,000 shall be awarded and issue an Order stating the amount of fees and expenses to be awarded. This award shall be paid solely and exclusively from the QSF within 30 days of the Effective Date unless an appeal solely from any award of attorneys' fees has been filed, in which case, the award shall be paid within the later of 30 days after the Effective Date or 30 days after the exhaustion or expiration of all appellate rights with respect to the award of attorneys' fees.

Except as set forth herein, any order or proceedings related 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 Judgment approving the Settlement and this Settlement Agreement.

H. Service Award for Named Plaintiff

As part of their motion seeking final approval of the Settlement at the Fairness Hearing, Class Counsel will submit to the Court an application for a \$7,500 Service Award for the Named

Plaintiff. Ford agrees to not oppose this application. Any Service Award authorized by the Court shall be paid solely and exclusively from the QSF within 30 days of the Effective Date.

I. Dismissal of Future-Filed Class Actions

Class Counsel shall assist Ford and endorse Ford's efforts to obtain injunctions against the pursuit of any future-filed proposed class actions involving alleged malfunctions of a Door Latch in Class Vehicles during the pendency of the settlement approval process.

If the Settlement is given final approval, Class Counsel shall use reasonable, good faith efforts to assist Ford to obtain dismissals of future-filed Door Latch class actions involving Class Vehicles with prejudice within 14 days after the Effective Date of Settlement.

III. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after execution of this Settlement Agreement, Class Counsel 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 hereto as Exhibit 3, which shall include, among other things:

- Conditional certification under Federal Rule of Civil Procedure 23, for settlement purposes only, of the Settlement Class;
- Preliminary approval of the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;
- Approval of the Class Notice containing the language in Exhibits 1 and 2 for distribution to Settlement Class Members;
- A direction to the Settlement Administrator to disseminate the Class Notice in the forms approved by the Court to Settlement Class Members;

- A direction that each potential Settlement Class Member who wishes to be excluded from the Settlement Class must respond to the Class Notice in writing 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, which shall be approximately 30 days before the date of the Fairness Hearing;
- A finding that the Class Notice constitutes the best practicable notice 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;
- A direction authorizing the Settlement Administrator, through data aggregators or otherwise, to request and receive contact and vehicle ownership information from the Department of Motor Vehicles for all 50 states, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions for the purposes of identifying the identity of and contact information for purchasers and lessees of Class Vehicles. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make, and model of the vehicle;
- 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 validly 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 on alleged malfunctions of a Door Latch in the Class Vehicles;

- A direction that any Settlement Class Member who does not properly and timely request exclusion from the Settlement Class will be bound by the Final Order and Judgment;
- 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);
- A direction that the Settlement Administrator 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 Class Counsel no less than 14 days before the date of the Fairness Hearing;
- A direction that Class Counsel shall file a Fee and Expense Application and Named Plaintiff's Service Award application (which may be part of Plaintiff's 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 Class Counsel and Ford may file any supplemental brief in support of final approval of the Settlement Agreement no later than 14 days prior to the date of the Fairness Hearing; and that the Court shall determine at the Fairness Hearing in what amount attorneys' fees and reimbursement of expenses shall be awarded to Class Counsel pursuant to the terms of the Settlement Agreement, as well as the amount of the Service Award that shall be awarded to the Named Plaintiff pursuant to the terms of the Settlement Agreement;
- 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 Plaintiff's Service Award must file and serve such objections no later than the date set forth in the Preliminary Approval Order, which shall be

approximately 30 days before the date of the Fairness Hearing, together with copies of all papers in support of his, her, or its position as provided in Section III.D.1 of the Settlement Agreement. The 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, or 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 to the attorneys general of each state or territory in which a Settlement Class Member resides. The notice will include (1) a copy of the Second Amended Class Action Complaint, (2) a copy of this Settlement Agreement and its exhibits, and (3) a reasonable estimate of the number of Settlement Class Members in each state/territory and their percentage representation in the Settlement Class. Ford will provide copies of such notifications to Class Counsel at the time of their submission to the attorneys general.

C. Notice to Settlement Class Members

The Settlement Administrator will mail the Short Form Class Notice in substantially the same form as Exhibit 1, and post on a website established for purposes of this Settlement the Long Form Class Notice substantially in the same form as Exhibit 2. As soon as practicable after the preliminary approval of the Settlement, the Settlement Administrator will obtain the name and last known address of each potential member of the Settlement Class. The last known address of potential Settlement Class Members will be checked and updated via the National

Change of Address database. Thereafter, the Settlement Administrator shall mail a copy of the Short Form Class Notice to each Settlement Class Member so identified. The Settlement Administrator shall use its best efforts to complete the mailing of the Short Form Class Notice to potential Settlement Class Members within 120 days after the date of the preliminary approval of the Proposed Settlement.

If any Short Form Class Notice mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, then the Settlement Administrator shall perform a reasonable search 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. 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 Settlement Administrator will promptly log each Short Form Class Notice that is returned as undeliverable and provide copies of the log to Class 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 I. Carton, Esq. of Denlea & Carton LLP, 2 Westchester Park Drive, Suite 410, White Plains, NY 10604; and (2) Peter J. Fazio, Esq., of Aaronson Rappaport Feinstein & Deutsch, LLP, 600 Third Avenue, New York, NY 10016.

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

- The objecting Settlement Class Member's full name, address, and telephone number;
- The model, model year, and vehicle identification number of the objecting Settlement Class Member's Class Vehicle, along with proof that the objector has owned or leased a Class Vehicle (*i.e.*, a true copy of a vehicle title, registration, insurance card, or license receipt);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all cases in which the Settlement Class Member and/or his, her, or its counsel filed or in any way participated—financially or otherwise—objecting to a class settlement during the preceding five years;
- The name, address, email address, and telephone number of every attorney representing the objector; and
- A statement indicating whether the objector and/or his, her, or 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, or its intent/non-intent to appear at the Fairness Hearing, or who otherwise fails to comply with the requirements of this section shall be foreclosed from

seeking any adjudication or review of the Settlement at the Fairness Hearing, by appeal of a Final Order and Judgment, 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 Settlement 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 one or more Class Vehicles and include themselves in the Settlement Class with respect to one or more other Class Vehicles. To be effective, the Request for Exclusion must be sent via first-class U.S. mail to the specified address and:

- Include the Settlement Class Member’s full name, address, and telephone number;
- Identify the model, model year, and vehicle identification number of the Settlement Class Member’s Class Vehicle(s);
- Explicitly and unambiguously state his, her, or its desire to be excluded from the Settlement Class in *Kommer v. Ford Motor Company*; and
- Be individually and personally signed by the Settlement Class Member (if the Settlement Class Member is represented by counsel, it must also 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 or other communication sent to such address that is unclear 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 Settlement Administrator will receive purported Requests for Exclusion and will follow guidelines developed jointly by Class Counsel and Ford's counsel for determining in the first instance whether they meet the requirements under this Settlement of a valid 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 that the Settlement Class Member meant to exclude himself, herself, or itself from the Class will be evaluated jointly by Class Counsel and Ford's counsel, who will make a good faith evaluation, if possible, of the Settlement Class Member's intentions. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will ultimately be resolved by the Court.

The Settlement Administrator will maintain a list of all Requests for Exclusion. The Settlement Administrator shall report the names and addresses of all such entities and natural persons requesting exclusion to the Court and Class Counsel fourteen days prior to the date of the Final 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. Persons Objecting to the Settlement

Neither Ford nor the Settlement Class shall be responsible for fees, costs, or expenses related to any Class Members who submit objections to the Settlement Agreement or any appeal by an objector arising from the Action for attorneys' fees, costs, or expenses of any kind.

F. Fairness Hearing

On the date set forth in the Preliminary Approval Order, a Fairness Hearing will be held at which the Court will: (1) decide whether to finally certify the Settlement Class, (2) decide whether to approve the Settlement Agreement as fair, reasonable, and adequate, (3) decide whether to approve the application for a Service Award for the Named Plaintiff, and (4) decide whether to approve Class Counsel's Fee and Expense Application and issue an Order memorializing that decision. The Settling Parties will request that the Court hold the Fairness Hearing approximately 30 days after the deadline for submitting objections and Requests for Exclusion.

G. 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 4, as follows:

- Certifying the Settlement Class for purposes of this Settlement Agreement;
- Approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Settlement Class;
- Declaring the Settlement Agreement to be binding on Ford and the Named Plaintiff, as well as all members of the Settlement Class;
- Dismissing on the merits and with prejudice the Second Amended Class Action Complaint (or then-pending Complaint) in *Kommer v. Ford Motor Company*;
- Forever discharging the Released Parties from all Released Claims;
- Indicating the amount of the Service Award for the Named Plaintiff; and

- Providing that all Settlement Class Members who did not request exclusion from the Settlement Class 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.

H. 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:

- Any objections to the proposed Settlement are sustained and such objection results in Court-requested changes to the Settlement Agreement that the withdrawing party deems to be material (*e.g.*, because it increases the cost of the Settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);
- Any attorney general is allowed to intervene in the action and such intervention results in Court-requested changes to the Settlement Agreement that the withdrawing party deems to be material (*e.g.*, because it increases the cost of the Settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);
- The preliminary or final approval of the Settlement Agreement is not obtained without modification to the proposed preliminary and final approval orders attached as exhibits to this Settlement Agreement, and any modification to such orders requested by the Court as a condition for approval is deemed to be material by the withdrawing party and is not agreed to by the withdrawing party (*e.g.*, because it increases the cost of the Settlement,

delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);

- Any award of attorneys' fees and litigation expenses above the agreed-upon amount, or
- Entry of the Final Order and Judgment described in this Settlement is reversed or modified by an appellate court in a manner that the withdrawing party deems to be material, 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 right to withdraw from this Settlement Agreement, and to render it null and void, if Settlement Class Members collectively owning or leasing 5,000 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 of withdrawal 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 admitted into evidence or otherwise 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.

I. Release of Settlement Class Members' Claims

Upon the Effective Date of the Settlement, the Named Plaintiff and each Settlement Class Member 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.

The Settlement Class Members acknowledge that they may later 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 later exist, or heretofore have existed based upon malfunctions of the Door Latch in the Class Vehicles, 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 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.

IV. MISCELLANEOUS PROVISIONS

A. Class Certification

For the purposes of this Settlement only, and not for purposes of litigation in this or any other action, the Named Plaintiff asserts, and Ford will not object, that certification of the Settlement Class 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 Named Plaintiff 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 Named Plaintiff 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 Settlement, all documents and information marked or designated as “Confidential,” as defined in and subject to the Protective Order, signed April 12, 2019, or any other 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. The Settling Parties have both participated in the drafting of this Settlement Agreement and it is not to be construed in favor of or against either 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 by 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 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 Class Counsel 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 Class 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 Named Plaintiff: Jeffrey I. Carton, Esq.
Denlea & Carton LLP
2 Westchester Park Drive, Suite 410
White Plains, NY 10604

As to Ford: Peter J. Fazio, Esq.
Aaronson Rappaport Feinstein & Deutsch, LLP
600 Third Avenue
New York, NY 10016

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 March 5, 2020.

ON BEHALF OF FORD MOTOR COMPANY



PETER J. FAZIO, ESQ.
AARONSON RAPPAPORT FEINSTEIN & DEUTSCH,
LLP
600 Third Avenue
New York, NY 10016

ON BEHALF OF NAMED PLAINTIFF



JEFFREY I. CARTON
DENLEA & CARTON LLP
2 Westchester Park, Suite 410
White Plains, NY 10604

EXHIBIT 1

Ford F-Series Door Latch Class Action Settlement
c/o JND Legal Administration
P.O. BOX 91333
Seattle, WA 98111

**LEGAL NOTICE BY ORDER OF THE
UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

You may be entitled to money if you paid for a repair to address a door latch defect in your Ford F-Series Vehicle or you are dissatisfied with the door latch performance.

PLEASE READ THIS NOTICE CAREFULLY BECAUSE IT COULD AFFECT YOUR RIGHTS

This Notice contains information about a class action settlement. More detailed information can be found at:

www.settlementwebsite.com

Questions? Call 1-833-900-1642

You *must* submit a claim to be eligible for monetary benefits from this Settlement. To do so, go to **www.settlementwebsite.com**.

SPAR/000000000/9999/7777777
Class Member Name
Class Member Address
Class Member City/State/Zip

What is this notice for? A proposed nationwide class action settlement has been reached in a lawsuit against Ford Motor Company. The case concerns certain model year 2015 to 2019 Ford F-Series trucks. The lawsuit alleges that the door latch and lock mechanisms in the above vehicles may malfunction during freezing temperatures such that the door does not open, does not close, or opens while driving. Ford denies these allegations. This Settlement resolves the case and will pay money to Class Members who submit valid claims.

Who is included? You are a Class Member if you are a current or former owner or lessee in the United States of one of the following vehicles sold or leased in the United States:

- 2015-2018 Ford F-150 trucks
- 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks
- 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks that were built at Ford's Dearborn Assembly Plant before February 26, 2019, Ford's Kansas City Assembly Plant before March 4, 2019, Ford's Kentucky Assembly Plant before March 5, 2019, or Ford's Ohio Assembly Plant before March 11, 2019

What can I get? If approved by the Court, and if you submit a Claim Form and supporting documentation, you may receive reimbursement of certain out-of-pocket expenses you incurred obtaining repairs to address a malfunctioning door latch in your Class Vehicle. Reimbursable expenses include costs of repair, towing, and vehicle rental. Maximum available reimbursement amounts are \$400 for all repairs completed before [PAO Date], and \$200 for repairs completed between [PAO Date] and [PAO Date + 1 year]. If you experienced dissatisfaction with door latch performance in your vehicle before [PAO Date], you may also receive up to \$10. Go to www.settlementwebsite.com to obtain a copy of the Long Form Notice, which fully describes all reimbursement opportunities.

How do I file a claim? You should complete the Claim Form signed under penalty of perjury that is available on www.settlementwebsite.com. Note that claims will not be paid until the Settlement becomes effective and after the conclusion of the claims process. You may not file a claim if you exclude yourself from the Settlement.

Are repairs currently available? Yes. Ford has announced additional warranty coverage for Door Latches on the Class Vehicles. To find out if a free repair is available for your vehicle, go to [\[website\]](#).

What are my options? You can stay in the Settlement (which requires no action, although you may submit a monetary claim if you wish), exclude yourself from the Settlement, or object to the Settlement. If the Court approves the Settlement and you have not excluded yourself from it, you will be bound by all the Court's orders and judgments, even if you do not file a claim.

How do I exclude myself from the Settlement? If you do not want to be bound by the Settlement if it is approved, you must exclude yourself from the Settlement by _____, 2020 by mailing a letter to Ford F-Series Door Latch Class Action Settlement, P.O. Box 91333, Seattle, WA 98111. Your letter must include all the information specified in the Long Form Notice that is available at www.settlementwebsite.com or by calling 1-833-900-1642. The letter must be received by _____, 2020 to be deemed timely.

How do I object to the Settlement? If you do not exclude yourself from the Settlement but wish to object to it, you may object by _____, 2020 by following the procedures in the Long Form Notice that is available at www.settlementwebsite.com or by calling 1-833-900-1642.

What happens next? The Court, located in Albany, NY, will hold a hearing on _____, 2020 at _____ to consider whether to approve the Settlement, including deciding the amount of Class Counsel's attorneys' fee and expense award (up to \$1,300,000) and the amount of any Service Award (up to \$7,500) that should be granted to the Named Plaintiff who brought this case. You or your attorney may seek permission to speak at the hearing. The date and time of the hearing may change without further notice to the Class. Please check the settlement website or the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nynd.uscourts.gov> periodically for updates.

Who represents me? The Court has appointed attorneys (Jeffrey I. Carton, Esq. and Robert J. Berg, Esq. of the law firm Denlea & Carton LLP) to represent the Class. You will not be charged for the work of these attorneys, but you may hire a different attorney if you wish to represent you at your expense. Class Counsel's contact information is in the Long Form Notice.

How do I get more information? For more information, including the Long Form Class Notice, Claim Forms, and Settlement Agreement, go to www.settlementwebsite.com or call 1-833-900-1642. You may also access the Court docket in this case, for a fee, through PACER, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of New York, James T. Foley U.S. Courthouse, 445 Broadway, Albany, New York, 12207, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form -- Unique ID: XXXXX-XXXXX

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

THIS IS NOT A CLAIM FORM.

Place
Stamp
Here

FORD F-SERIES DOOR LATCH
CLASS ACTION SETTLEMENT
P.O. BOX 91333
SEATTLE, WA 98111

EXHIBIT 2

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF NEW YORK

If you had a model year 2015-2019 Ford F-Series truck, you could get benefits from a class action settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully; it affects your legal rights.

- Plaintiff has sued Ford Motor Company alleging that the door latches in certain model year 2015-2019 Ford F-Series trucks (“Class Vehicles”) malfunction due to an alleged design defect. You are a Settlement Class Member if you are an entity or natural person in the United States who purchased or leased in the United States one of the following vehicles:
 - Model Year 2015-2018 Ford F-150 trucks;
 - Model Year 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks; or
 - Model Year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks built at Ford’s Dearborn Assembly Plant before February 26, 2019, Ford’s Kansas City Assembly Plant before March 4, 2019, Ford’s Kentucky Assembly Plant before March 5, 2019, or Ford’s Ohio Assembly Plant before March 11, 2019.
- Ford denies all allegations of wrongdoing asserted in the Litigation, including that the Class Vehicles are defective and that Ford is liable to any buyer, lessee, or operator of the Class Vehicles under any legal claim. Nevertheless, Ford has agreed to settle the Litigation by providing the benefits described in this Notice.
- The purpose of this Notice is to inform Settlement Class Members of the Litigation and the proposed Settlement, and to describe Settlement Class Members’ rights and options.
- Settlement Class Members may receive reimbursement of certain out-of-pocket expenses incurred when obtaining repairs to address a malfunctioning door latch in their Class Vehicle if the Settlement Agreement is approved by the Court, and if they timely submit a valid Claim Form with the required supporting documentation. Reimbursable expenses include costs of repair, towing, and vehicle rental. Maximum available reimbursement amounts are \$400 for all repairs completed before [PAO Date], and \$200 for repairs completed between [PAO Date] and [PAO Date + 1 year]. Settlement Class Members who experienced dissatisfaction with door latch performance in their Class Vehicle before [PAO Date] may also receive up to \$10 upon timely submission of a valid Claim Form.

Your legal rights and options in this lawsuit are summarized below.

SUBMIT A CLAIM	If you wish to receive monetary compensation from the Settlement, you must submit a claim. Claims for expenses incurred in connection with repairs completed before [PAO Date] or for dissatisfaction with door latch performance
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Questions? Call toll-free 1-833-900-1642 or visit www.settlementwebsite.com.

	must be submitted by [PAO Date + 210 days]. Claims for expenses incurred in connection with repairs completed between [PAO Date] and [PAO Date + 1 year] must be submitted by the later of [PAO Date + 210 days] or 30 days after the repair.
ASK TO BE EXCLUDED	If you do not want to participate in the proposed Settlement, you can exclude yourself by submitting a request for the exclusion to the Settlement Administrator before _____, 2020.
OBJECT OR COMMENT	You may write to the Court about why you do or do not support the proposed Settlement or any of its provisions. You must submit the objection or comment by _____, 2020.
DO NOTHING	By doing nothing, you will remain part of the case and may still receive monetary compensation if funds remain in the Settlement Fund after valid claims and settlement administration costs have been paid. Please note, however, that you may not receive monetary compensation benefits that you may otherwise be eligible for and you give up the right to sue Ford about the issues in the lawsuit.

- Your options are explained in this notice. To ask to be excluded or file an objection, you must act before _____, 2020.
- **Any questions? Read below or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).**

Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

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Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.settlementwebsite.com).

BASIC INFORMATION

1. Why did I get this notice?

Ford's records or records of state departments of motor vehicles show that you may have purchased or leased in the United States a model year 2015-2018 Ford F-150 truck, model year 2017-2018 Ford F-250, F-350, F-450, or F-550 truck, or model year 2019 Ford F-150, F-250, F-350, F-450, or F-550 truck built at Ford's Dearborn Assembly Plant before February 26, 2019, Ford's Kansas City Assembly Plant before March 4, 2019, Ford's Kentucky Assembly Plant before March 5, 2019, or Ford's Ohio Assembly Plant before March 11, 2019 ("Class Vehicles"). This notice informs you of Litigation involving your vehicle and describes your rights and options. The Plaintiff in this case, *Brandon Kommer v. Ford Motor Company*, 1:17-cv-00296-LEK-DJS (N.D.N.Y.), alleges that the door latch and lock mechanisms in certain F-Series trucks are defectively designed and manufactured so that during freezing temperatures the doors on the trucks may not open, may not close, or may open while driving. Plaintiff has asserted nationwide claims under New York's general business law and other states' and territories' consumer protection statutes. The Court has conditionally certified the lawsuit as a nationwide class action (the "Litigation") on behalf of other owners and lessees of Class Vehicles.

2. What is this lawsuit about?

Plaintiff alleges that the door latches on these vehicles are defective and may malfunction during freezing temperatures by causing the door to not open, not close, or to open while driving. Plaintiff is not pursuing claims for personal injuries. Ford denies that it did anything wrong and that the door latches in the Class Vehicles are defective. The Court has not decided whether Ford did anything wrong.

3. How does Ford respond?

Ford denies that the door latches in Class Vehicles are defective and denies that it did anything wrong.

4. What is a class action and who is involved?

In a class action lawsuit, a person called a "Class Representative" sues on behalf of himself and other people who have similar claims. All of the people together are called a "Class" or "Class Members." The company the Class Representative has sued (here, Ford) is called the Defendant. One court resolves the issues for everyone in the Class except for the people who choose to exclude themselves from the Class.

5. Has the Court decided who is right?

The Court has not decided whether Plaintiff or Ford is correct, and no trial has occurred. By reaching the Settlement, the parties have agreed that the benefits described in this Notice will be offered to Settlement Class Members and, if the Court approves the Settlement no trial will occur.

6. How will Ford fund the Settlement?

As part of the Settlement, Ford agrees to pay a total of \$5,300,000 into a Qualified Settlement Fund ("QSF"). This amount will fund the payment of claims for Reimbursement of Costs for Past and Future Door Latch

Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

Repairs, and claims for Compensation for Dissatisfaction with Door Latch Performance, and fund all other payments, including, but not limited to, notice, administrative, tax preparation, escrow fees and costs and other expenses related to the Settlement. The QSF also will pay attorneys' fees and expenses and any Service Award to the Named Plaintiff, as awarded by the Court.

If, after the conclusion of the claims process, any funds would remain in the QSF following payment of Class Notice Costs, Settlement Administration Costs, any award for attorneys' fees and expenses approved by the Court, any Service Award for the Named Plaintiff approved by the Court, and all valid claims for monetary compensation, such funds will be distributed to all Original Owners or Lessees of a Class Vehicle that received one or more Door Latch Repairs as identified in Ford's Warranty Records and all Settlement Class Members who submitted a valid claim on a per capita basis. In the event the per capita amount of the residual payment is less than five dollars, the residual amount will be distributed only to Settlement Class Members who submitted a valid claim.

7. What else results from the Settlement?

If the Court approves the Settlement, it will dismiss the Litigation and the benefits described above will be distributed to eligible Settlement Class Members who have not excluded themselves from the Class. Settlement Class Members will be barred from pursuing lawsuits against Ford related to door latch malfunctions in Class Vehicles, except personal injury lawsuits. Accordingly, if you want to bring your own lawsuit against Ford you must exclude yourself from this Settlement. If you exclude yourself from this Settlement, you will not receive any benefits from it.

WHO IS IN THE SETTLEMENT

8. Am I in the Class?

You are in the Class if you are an entity or natural person in the United States (including its Territories and the District of Columbia) who currently own or lease (or who in the past owned or leased) one of the following vehicles purchased or leased in the United States:

- Model Year 2015-2018 Ford F-150 trucks;
- Model Year 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks; or
- Model Year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks built at Ford's Dearborn Assembly Plant before February 26, 2019, Ford's Kansas City Assembly Plant before March 4, 2019, Ford's Kentucky Assembly Plant before March 5, 2019, or Ford's Ohio Assembly Plant before March 11, 2019.

Excluded from the class are (1) all federal court judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons who delivered to Ford releases of all their claims; (3) Ford, its parents, subsidiaries, affiliates, officers and directors; and (4) all entities and natural persons who submit a valid request for exclusion from the Settlement Class.

9. If I purchased or leased one of these vehicles but no longer own it or lease it, am I included?

Yes, if you purchased or leased a Class Vehicle but no longer own it (e.g., because you sold the vehicle or because your lease ended) you are included within the Class.

Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

10. I still am not sure if I am included.

If you still are not sure if you are a member of the Class, you can review documents at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com), or call or write to Class Counsel at the phone numbers or addresses listed below. Do not call or write to the Court or the Clerk of Court.

THE SETTLEMENT BENEFITS—HOW TO FILE A CLAIM

11. Are any benefits available now?

All valid claims will be paid only if and when the Court approves the Settlement at the Fairness Hearing that is scheduled for _____, 2020, and if any appeals are resolved in favor of the Settlement. While no benefits are available right now, it is still important that you submit a claim by the applicable deadlines if you wish to claim monetary compensation.

12. What are the proposed benefits to Settlement Class Members from this settlement?

Notice of Available Door Latch Service Programs: Settlement Class Members will be notified of the availability of the Current Door Latch Service Programs which, in part, provide additional warranty coverage on the Door Latches for Class Vehicles through October 31, 2028. Ford also will maintain, at its own cost, a website that allows Settlement Class Members to identify the Door Latch Service Programs for which their Class Vehicle is eligible by entering its Vehicle Identification Number. You may access that website by visiting [www.\[website\].com](http://www.[website].com).

Reimbursement of Costs of Past Door Latch Repairs: Settlement Class Members who submit a timely valid claim establishing that, prior to [PAO Date], they (1) paid a service provider to perform one or more Door Latch Repairs to their Class Vehicle, and/or (2) paid out-of-pocket expenses for towing charges or for a rental car in connection with obtaining a Door Latch Repair to their Class Vehicle, may receive reimbursement of such out-of-pocket expenses up to a maximum of \$400 for all such Door Latch Repairs on their Class Vehicle.

Reimbursement of Costs of Future Door Latch Repairs: Settlement Class Members who submit a timely valid claim establishing that, between [PAO Date] and [PAO Date + 1 year], they (1) paid a service-provider to perform one or more Door Latch Repairs to their Class Vehicle, and/or (2) paid out-of-pocket expenses for towing charges or for a rental car in connection with obtaining a Door Latch Repair to their Class Vehicle, may receive reimbursement of such out-of-pocket expenses up to a maximum of \$200 for all such Door Latch Repairs on their Class Vehicle. To be eligible for reimbursement under this paragraph, Settlement Class Members must have first obtained a Door Latch Repair from an Authorized Ford Dealer under the most current Door Latch Service Program applicable to their Class Vehicle prior to obtaining the Door Latch Repair on which the claim for reimbursement is based.

Compensation for Dissatisfaction with Door Latch Performance: Settlement Class Members who submit a timely valid claim attesting under penalty of perjury that, prior to [PAO Date], they experienced Dissatisfaction with Door Latch Performance will receive up to \$10.

13. How do I file a claim?

Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

To file a claim, you should visit the settlement website at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com), where you will be able to file your claim online or download a paper Claim Form that you can mail to the Settlement Administrator. After the Effective Date of Settlement, and after the conclusion of the claims process (including final resolution of any disputed claims), you may receive payment if you submitted a claim to the Settlement Administrator that is valid, complete, and submitted on time.

In exchange for the benefits you receive, you will give up your rights to sue Ford separately about the same legal claims involved in this action, unless you have personal injury claims related to an alleged door latch malfunction in your Class Vehicle; those claims are not released by the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Why would I ask to be excluded?

You may decide to exclude yourself if you do not want to participate in this Settlement. If you already have, or may wish in the future to pursue, an individual lawsuit against Ford for similar claims, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which means removing yourself from the Class, sometimes called “opting out” of the Class—you will not get any benefits from this Settlement, but you also will preserve whatever legal rights you might have to sue individually.

If your exclusion request is properly submitted and sent to the Settlement Administrator before _____, 2020, you will not be bound by the terms of the Settlement and you will be free, if you choose, to pursue your own lawsuit against Ford based on door latch malfunction in your Class Vehicle. If you start (or continue) your own lawsuit, you will independently need to prove your claims in court, and you may need to hire and pay your own lawyer. If you exclude yourself, you should talk to your lawyer soon because your claims may be subject to a statute of limitations period or other time-sensitive requirements.

If you do not submit a clear and timely request for exclusion from the Settlement, you will remain a Settlement Class Member and be bound by the Settlement (if the Court approves it) and relinquish any claims against Ford related to door latch malfunction in your Class Vehicle (except for personal injury). You will be bound by the Settlement even if you do not submit a claim.

15. How do I ask the Court to exclude me from the Class?

If you wish to be excluded from the Settlement, thereby receiving no benefits from the Settlement, and retaining all your rights, you must submit your request for exclusion to the Settlement Administrator before _____, 2020. Your exclusion communication must include:

- Your full name, address, and telephone number;
- The model, model year, and vehicle identification number of your Class Vehicle(s);
- An explicit and unambiguous desire to be excluded from the Settlement Class in *Kommer v. Ford Motor Company*; and
- A personal signature from both you and your lawyer (if you are represented by counsel).

Your request must be sent to the Settlement Administrator at Ford F-Series Door Latch Class Action Settlement, P.O. Box 91333, Seattle, WA 98111 by _____, 2020.

Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

THE LAWYERS REPRESENTING YOU

16. Do I have an attorney in this case?

The Court has appointed attorneys Jeffrey I. Carton, Esq. and Robert J. Berg, Esq. of the law firm Denlea & Carton LLP to represent the Class. You will not be charged for the work of these attorneys, but you may hire a different attorney to represent your individual interests at your own expense. Class Counsel's contact information is included below.

17. How will Class Counsel be paid?

Class Counsel have pursued this Litigation on a contingent basis and have paid all the costs of the case to date. They have not yet been paid or recovered any of their expenses. As part of the proposed Settlement, Class Counsel will ask the Court to award them up to \$1.3 million in attorneys' fees and expenses and to approve a service award of \$7,500 for the Named Plaintiff. The Court will decide the amount of the fee award, the expense award, and the service award at the Fairness Hearing. Any money the Court awards to Class Counsel and the Named Plaintiff will be paid out of the QSF.

18. Should I get my own attorney?

If you wish to remain in the Class and you have no objection to the Settlement, you do not need to retain your own lawyer because Class Counsel is already deemed to be working on your behalf. If you want to pursue claims against Ford with the help of your own lawyer, you will need to file a request for exclusion and pay your lawyer.

OBJECTING TO THE SETTLEMENT

19. Can I object?

If you remain a member of the Settlement Class, you may object to the terms of the Settlement, Class Counsel's request for attorneys' fees and expenses, or the request for a service award for the Named Plaintiff. Settlement Class Members who do not submit such objections in a timely manner will waive all objections, their right to comment at the Fairness Hearing, and their right to appeal approval of the Settlement.

20. How do I object?

If you object to the proposed Settlement, you must do so in writing before _____, 2020. Your written objection must include:

- The case name and number (*Brandon Kommer v. Ford Motor Company*, 1:17-cv-00296-LEK-DJS);
- Your full name, address, and telephone number;
- The model, model year, and vehicle identification number of your Class Vehicle, along with proof that you own[ed] or lease[d] a Class Vehicle (*i.e.*, a true copy of a vehicle title, registration, insurance card, or license receipt);

Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

- A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all cases in which you or your counsel filed or in any way participated—financially or otherwise—objecting to a class settlement during the preceding five years;
- The name, address, email address, and telephone number of every attorney representing you; and
- A statement indicating whether you or your 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 your objection.

If you file a timely written objection you may, but are not required to, appear at the Fairness Hearing, at which the Court will hear all arguments in favor of and against the Settlement and decide whether to approve the Settlement. If you choose to appear, you may come in person or through your attorney. If you appear through your attorney, you are responsible for hiring and paying that attorney. All written objections must be submitted to the Court either by mailing them to the Court of Clerk at the United States District Court for the Northern District of New York or by filing them in person at any location of the United States District Court for the Northern District of New York. Your objection must be filed before _____, 2020.

By filing an objection, you can ask the Court to deny approval. You cannot ask the Court to order the Plaintiff and Ford to negotiate a different settlement; the Court only has the power to approve or deny the existing Settlement. If the Court denies approval of the Settlement, no benefits will be paid to Settlement Class Members and the lawsuit will resume. If that is what you want to happen, you must object.

THE COURT'S SETTLEMENT HEARING

21. What is the Fairness Hearing?

A hearing will be held before Judge Lawrence E. Kahn of the U.S. District Court for the Northern District of New York on _____, 2020 at the James T. Foley U.S. Courthouse, 445 Broadway, Courtroom 1, Albany, New York, 12207. At the hearing, the Court will hear arguments about whether the proposed Settlement is fair, reasonable, and adequate, whether it should be approved and, if so, the amount of Class Counsel's attorneys' fee and expense award (up to \$1,300,000) and what Service Award, if any, should be granted to the Named Plaintiff who brought this case. The time, date, and location of the hearing may change without further direct notice to you. If you plan to attend the hearing, you should confirm its time, date, and location before making any plans.

IF YOU DO NOTHING

22. Do I need to file a claim? What happens if I do nothing at all?

If you do nothing, you will remain a part of the case and you will give up your rights to sue Ford separately about the legal claims involved in this Litigation. If you do not file a claim by the applicable deadlines, you may forfeit the level of monetary compensation to which you would be entitled if you filed a claim.

GETTING MORE INFORMATION

23. Is more information on the Settlement available?

Questions? Call toll-free 1-833-900-1642 or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

This Notice summarizes the proposed Settlement. For precise terms and conditions of the Settlement, please read the Settlement Agreement, which is available at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com), call the Settlement Administrator at 1-833-900-1642, or contact Class Counsel (contact information below). The settlement website also provides key Court documents and additional information on the Settlement. If you have additional questions after reviewing the settlement website, please call the Settlement Administrator at 1-833-900-1642.

You may also contact one of the following attorneys appointed by the Court to serve as Class Counsel:

Jeffrey I. Carton

Denlea & Carton LLP
2 Westchester Park Drive, Suite 410
White Plains, NY 10604
Phone: (914) 331-0100
Email: jcarton@denleacarton.com

Robert J. Berg

Denlea & Carton LLP
2 Westchester Park Drive, Suite 410
White Plains, NY 10604
Phone: (914) 331-0100
Email: rberg@denleacarton.com

You can also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nynd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of New York, James T. Foley U.S. Courthouse, 445 Broadway, Albany, New York, 12207, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **You should not call or write to the Court to the Clerk of Court with questions about the Settlement or the Claims process.**

EXHIBIT 3

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CASE NO. 1:17-CV-00296-LEK-DJS

BRANDON KOMMER,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

[PROPOSED] PRELIMINARY APPROVAL ORDER

The parties to the above-captioned action have entered into a Settlement Agreement (submitted to the Court on March 5, 2020) to settle the above-captioned putative class action in its entirety, and Named Plaintiff has filed an Unopposed Motion for (1) Preliminary Approval of Class Action Settlement; (2) Provisional Certification of the Settlement Class; (3) Appointment of Class Counsel; (4) Approval of Class Notice, and Dissemination of Class Notice; and (5) Setting a Hearing for Final Approval, and a supporting memorandum, which Ford supports. All capitalized terms used in this Order have the meaning as defined in the Settlement Agreement, which is incorporated herein by reference.

The Court has read and considered the Settlement Agreement and all the Exhibits thereto, including the proposed Class Notice. The Court finds that there is a sufficient basis for granting preliminary approval of the Settlement Agreement and authorizing the steps necessary to determine whether the Settlement Agreement should be finally approved and the Litigation dismissed (including the dissemination of Class Notice).

Accordingly, IT IS HEREBY ORDERED that:

1. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court conditionally certifies, for purposes of effectuating this Settlement only, a Settlement Class consisting of:

All entities and natural persons in the United States (including its Territories and the District of Columbia) who currently own or lease (or who in the past owned or leased) a Class Vehicle. Excluded from the Settlement Class are: (1) all federal judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons who delivered to Ford releases of all their claims; (3) Ford, its parents, subsidiaries, affiliates, officers, and directors; and (4) all entities and natural persons who submit a valid request for exclusion from the Settlement Class.

“Class Vehicle(s)” means model year 2015-2018 Ford F-150 trucks and 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks sold or leased in the United States, as well as model year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks sold or leased in the United States that were built at Ford’s Dearborn Assembly Plant before February 26, 2019, Ford’s Kansas City Assembly Plant before March 4, 2019, Ford’s Kentucky Assembly Plant before March 5, 2019, or Ford’s Ohio Assembly Plant before March 11, 2019.

2. The Court hereby appoints Named Plaintiff Brandon Kommer to serve as class representative.

3. The Court hereby appoints Jeffrey I. Carton, Esq., Robert J. Berg, Esq., and the law firm Denlea & Carton LLP, 2 Westchester Park Drive, Suite 410, White Plains, NY 10604, to serve as Class Counsel.

4. The conditional certification of this action as a class action is for settlement purposes only and the appointment of Class Counsel shall be terminated and without further force or effect and without prejudice to any party in connection with any future proceedings in these actions, including any future motion with respect to class certification, if:

- a. the Court does not give final approval to the Settlement Agreement and enter the Final Order and Judgment substantially in the form appended to the Settlement Agreement; or
- b. this Court's approval of the Settlement Agreement and/or entry of the Final Order and Judgment are reversed on appeal.

5. The terms of the Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the Class Notice to the members of the Settlement Class. This determination permitting notice to the Settlement Class is not a final finding that the Settlement Agreement is fair, reasonable, and adequate, but simply a determination that there is probable cause to disseminate Class Notice to the Settlement Class Members and hold a hearing on final approval of the proposed Settlement.

6. The Settlement Administrator is authorized and directed to establish an administrative mechanism for receiving requests from Settlement Class Members to exclude themselves from the Settlement Class.

7. In conjunction with moving for final approval, Class Counsel may apply to the Court for an award of attorneys' fees and expense reimbursement covering all legal services provided to the Named Plaintiff and Settlement Class Members in connection with the Litigation and settlement of the Litigation (the "Fee and Expense Application"). The Fee and Expense Application shall be filed by _____, 2020, and shall seek a maximum of \$1,300,000 in attorneys' fees and verified expenses to be paid from the Qualified Settlement Fund.

8. Also in conjunction with moving for final approval, Class Counsel may submit an application by _____, _____, 2020, for a \$7,500 service award for the Named Plaintiff, to be paid from the Qualified Settlement Fund.

9. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1715(d), a hearing (the “Fairness Hearing”) shall be held on _____, 2020 at 9:00 a.m. before the undersigned at the James T. Foley U.S. Courthouse, 445 Broadway, Courtroom 1, Albany, New York, 12207 for the purpose of finally determining whether the proposed Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court via entry of the Final Judgment and Order attached to the Settlement Agreement and, if so, what amount of reasonable attorneys’ fees and reasonable reimbursement of costs and expenses should be awarded to Class Counsel, and whether a Service Award shall be granted.

10. The Court directs that JND Legal Administration act as the Settlement Administrator.

11. Approval is hereby given to the form of both the Short Form Class Notice and the Long Form Class Notice (together, the “Class Notice”), attached to the Settlement Agreement as Exhibits 1 and 2, to Settlement Class Members. The Court finds that the Class Notice reasonably informs the Class Members of the material terms of the Settlement and their rights and responsibilities in connection with the Settlement, informs the class about the allocation of attorneys’ fees, and provides specific information regarding the date, time, and place of the final approval hearing, and once distributed pursuant to the Plan of Distribution detailed below, 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. The costs of providing Class Notice to the Settlement Class Members shall be drawn from the Qualified Settlement Fund.

12. The Court authorizes the Settlement Administrator, JND Legal Administration, through data aggregators or otherwise, to request, obtain, and utilize vehicle registration

information from the Department of Motor Vehicles for all 50 states, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions for the purposes of identifying the identity of and contact information for purchasers and lessees of Class Vehicles. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make, and model of the vehicle.

13. On or before _____, 2020, the Settlement Administrator shall cause to be delivered by United States Postal Service first-class mailing, postage prepaid, copies of the Short Form Class Notice containing the language in Exhibit 1 to the Settlement Agreement to be mailed to the current address of each original and subsequent purchaser or lessee of a Class Vehicle for whom the Settlement Administrator can reasonably obtain an address. On or before _____, 2020, the Settlement Administrator shall cause to be posted on a settlement website that it shall establish and maintain the Long Form Class Notice containing the language in Exhibit 2 to the Settlement Agreement. The Court finds that such individual notice is the best notice practicable under the facts and circumstances of this case.

14. If it has not done so already, Ford shall provide to the Attorney General of the United States and the attorneys general of the states and territories in which Settlement Class Members reside the information specified in 28 U.S.C. § 1715 by the deadline established in that statute.

15. The Settlement Administrator shall provide a declaration attesting to its compliance with its notice obligations not less than fourteen days prior to the Fairness Hearing. The declaration shall include:

- a. the total number of Settlement Class Members;

- b. a sample copy of the Short Form Class Notice and the Long Form Class Notice;
- c. the process by which the Settlement Administrator obtained a mailing list for the Short Form Class Notice;
- d. the number of Short Form Class Notices mailed and the range of dates within which such Notices were mailed; and
- e. the number of Short Form Class Notices returned to the Settlement Administrator by the United States Postal Service.

16. Each potential Settlement Class Member who wishes to be excluded from the Settlement Class must submit via United States Postal Service first-class mailing a Request for Exclusion to the address specified in the Class Notice, which address shall be a site under the Settlement Administrator's control. Such Requests for Exclusion must be received at that address on or before _____, 2020. To be effective, the Request for Exclusion 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 his, her or its Class Vehicle;
- c. specifically and unambiguously state his, her, or its desire to be excluded from the Settlement Class in *Kommer v. Ford Motor Company*; 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).

17. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion to the required address, or communicates his, her, or its intentions regarding membership in the Settlement Class in an ambiguous manner, shall be subject to and bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class pursuant to the Settlement Agreement unless determined otherwise by the Court. 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 that the Settlement Class Member meant to request an exclusion from the Class will be evaluated jointly by counsel for the Parties, who will make a good-faith evaluation if possible. Any uncertainties about whether a Settlement Class Member requested to exclude himself, herself, or itself from the Settlement Class will be resolved by the Court.

18. The Settlement Administrator shall tabulate Requests for Exclusion from prospective Settlement Class Members and shall report the names and addresses of such persons to the Court, Ford, and Class Counsel no less than fourteen days before the Fairness Hearing.

19. Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement (including Class Counsel's Fee and Expense Application) must, by _____, 2020, file any such objection with the Court, and provide copies of the objection to: (1) Jeffrey I. Carton, Esq. of Denlea & Carton LLP, 2 Westchester Park Drive, Suite 410, White Plains, NY 10604; and (2) Peter J. Fazio, Esq., of Aaronson Rappaport Feinstein & Deutsch, LLP, 600 Third Avenue, New York, NY 10016. 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 his, her, or its Class Vehicle(s), along with proof that the objector has owned or leased a Class Vehicle (*i.e.*, 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 their 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 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 properly file a timely written objection to the settlement and notice of his, her, or its intent to appear at the Fairness Hearing shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

20. The parties to this Litigation and to the Settlement Agreement shall file any memoranda or other materials in support of final approval of the Settlement Agreement,

including in response to any timely and properly filed objection to the Settlement Agreement, no later than fourteen days prior to the Fairness Hearing. Such materials shall be served on Class Counsel, counsel for Ford, and on any member of the Settlement Class (or their counsel, if represented by counsel) to whose objection to the Settlement Agreement the memoranda or other materials respond.

21. Following the Fairness Hearing, and based upon the entire record in this matter, the Court will decide whether the Settlement Agreement should be finally approved and, if so, what amount of reasonable fees and expenses should be awarded to Class Counsel, and whether a Service Award of up to \$7,500 will be awarded to the Named Plaintiff. If the Court determines the Settlement is reasonable, fair, and adequate, the Court will issue a Final Order and Judgment memorializing its decision in the form contemplated by Exhibit 4 of the Settlement Agreement. The Court will also issue an Order awarding fees and expenses to Class Counsel in an amount it finds reasonable but, in any event, of no more than \$1,300,000.

22. Pending final determination of the motion 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 validly 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 on alleged malfunctions of a Door Latch in the Class Vehicles.

SIGNED at Albany, New York on this ____ day of _____, 2020.

LAWRENCE E. KAHN
United States District Judge

EXHIBIT 4

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CASE NO. 1:17-CV-00296-LEK-DJS

BRANDON KOMMER,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

[PROPOSED] FINAL ORDER AND JUDGMENT

On _____, 2020, the Court entered a Preliminary Approval Order that preliminarily approved the proposed Settlement Agreement in this Litigation and specified the manner in which the Settlement Administrator was to provide Class Notice to the Settlement Class. All capitalized terms used in this Order have the meaning as defined in the Settlement Agreement, which is attached hereto and incorporated herein by reference.

Following the dissemination of Class Notice, Settlement Class Members were given an opportunity to either (a) request exclusion from the Settlement Class, or (b) object to the Settlement Agreement (including Class Counsel's request for fees and expenses and the Named Plaintiff's application for a Service Award).

A Fairness Hearing was held on _____, 2020, at which time all interested persons were given a full opportunity to state any objections to the Settlement Agreement. The Fairness Hearing was held more than 90 days after Ford provided notice of the proposed Settlement to federal and state-level attorneys general as required by 28 U.S.C. § 1715(b), thus complying with 28 U.S.C. § 1715(d).

Having read and fully considered the terms of the Settlement Agreement and all submissions made in connection with it, the Court finds that the Settlement Agreement should be finally approved and the Litigation dismissed with prejudice as to all Settlement Class Members who have not excluded themselves from the Settlement Class, and without prejudice as to all persons who timely and validly excluded themselves from the Settlement Class.

Accordingly, IT IS HEREBY ORDERED that:

1. The prior conditional certification of the Settlement Class is hereby confirmed and made final for purposes of the Settlement Agreement as approved by this Order. The Settlement Class is defined as:

All entities and natural persons in the United States (including its Territories and the District of Columbia) who currently own or lease (or who in the past owned or leased) a model year 2015-2018 Ford F-150 trucks and 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks sold or leased in the United States, as well as model year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks sold or leased in the United States that were built at Ford's Dearborn Assembly Plant before February 26, 2019, Ford's Kansas City Assembly Plant before March 4, 2019, Ford's Kentucky Assembly Plant before March 5, 2019, or Ford's Ohio Assembly Plant before March 11, 2019.

Excluded from the Settlement Class are: (1) all federal court judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons who delivered to Ford releases of all their claims; (3) Ford, its parents, subsidiaries, affiliates, officers and directors; and (4) all entities and natural persons who submitted a valid request for exclusion from the Settlement Class.

2. The Court hereby appoints Named Plaintiff Brandon Kommer to serve as Class Representative.

3. The Court hereby finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and reasonably

identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

4. The Court hereby approves the terms of the Settlement Agreement as fair, reasonable, and adequate as it applies to the Settlement Class, and directs consummation of all its terms and provisions.

5. The Court awards a Service Award of \$_____ to be paid from the Qualified Settlement Fund. Class Counsel's Fee and Expense Application is addressed in a separate Order.

6. The Settlement Agreement shall be binding on Ford and all Settlement Class Members, including all members of the Settlement Class who have not been excluded pursuant to the Settlement Agreement.

7. The Court dismisses on the merits and with prejudice *Brandon Kommer v. Ford Motor Company*, 1:17-cv-00296-LEK-DJS, pending in the United States District Court for the Northern District of New York. In addition, the Court also dismisses all claims which any Settlement Class Members alleged or could have alleged in any complaint, action, or litigation based upon an alleged Door Latch malfunction in the Class Vehicles.

8. Upon the Effective Date of the Settlement, the Named Plaintiff, and each Settlement Class Member shall be deemed to have, and by operation of this Final Order and Judgment shall have, released, waived, and discharged Ford Motor Company, its past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, Authorized Ford Dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders from any and all other

claims, demands, actions, causes of action of any nature whatsoever that relate to an alleged Door Latch malfunction in a Class Vehicle, including but not limited to any claim for violations of federal, state, or other law (whether in contract, tort, fraud, consumer protection, or otherwise, including statutory and injunctive relief, common law, property, warranty, Lemon Law, and equitable claims), and also including Unknown Claims that were or could have been asserted against the Released Parties in the Litigation, or in any other complaint, action, or litigation in any other court or forum based on a Door Latch malfunction in the Class Vehicles. Excluded from the Released Claims are claims seeking damages for an alleged personal injury caused by an alleged Door Latch malfunction in a Class Vehicle.

9. All members of the Settlement Class who did not duly request exclusion from the Settlement Class in the time and manner provided in the Class Notice are hereby barred, permanently enjoined, and restrained from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against Ford or any of the other entities or persons who are to be discharged as noticed above in Paragraph 8, based upon, relating to, or arising out of, any of the matters which are discharged and released pursuant to Paragraph 8 hereof. Identification information about Settlement Class Members who effectively excluded themselves from the Class is attached as Exhibit A to this Order.

10. If either (a) the Effective Date of Settlement does not occur for any reason whatsoever, or (b) the Settlement Agreement becomes null and void pursuant to the terms of the Settlement Agreement, this Final Order and Judgment shall be deemed vacated and shall have no force or effect whatsoever.

11. Without affecting the finality of the Final Order and Judgment in any way, the Court reserves continuing and exclusive jurisdiction over the parties, including all members of

the Settlement Class as defined above, and the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement.

12. The Clerk is directed to enter this Final Order and Judgment forthwith.

SIGNED at Albany, New York on this ____ day of _____, 2020.

LAWRENCE E. KAHN
United States District Judge

EXHIBIT 2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

CASE NO. 1:17-CV-00296-LEK-DJS

BRANDON KOMMER,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

[PROPOSED] PRELIMINARY APPROVAL ORDER

The parties to the above-captioned action have entered into a Settlement Agreement (submitted to the Court on March 5, 2020) to settle the above-captioned putative class action in its entirety, and Named Plaintiff has filed an Unopposed Motion for (1) Preliminary Approval of Class Action Settlement; (2) Provisional Certification of the Settlement Class; (3) Appointment of Class Counsel; (4) Approval of Class Notice, and Dissemination of Class Notice; and (5) Setting a Hearing for Final Approval, and a supporting memorandum, which Ford supports. All capitalized terms used in this Order have the meaning as defined in the Settlement Agreement, which is incorporated herein by reference.

The Court has read and considered the Settlement Agreement and all the Exhibits thereto, including the proposed Class Notice. The Court finds that there is a sufficient basis for granting preliminary approval of the Settlement Agreement and authorizing the steps necessary to determine whether the Settlement Agreement should be finally approved and the Litigation dismissed (including the dissemination of Class Notice).

Accordingly, IT IS HEREBY ORDERED that:

1. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court conditionally certifies, for purposes of effectuating this Settlement only, a Settlement Class consisting of:

All entities and natural persons in the United States (including its Territories and the District of Columbia) who currently own or lease (or who in the past owned or leased) a Class Vehicle. Excluded from the Settlement Class are: (1) all federal judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons who delivered to Ford releases of all their claims; (3) Ford, its parents, subsidiaries, affiliates, officers, and directors; and (4) all entities and natural persons who submit a valid request for exclusion from the Settlement Class.

“Class Vehicle(s)” means model year 2015-2018 Ford F-150 trucks and 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks sold or leased in the United States, as well as model year 2019 Ford F-150, F-250, F-350, F-450, and F-550 trucks sold or leased in the United States that were built at Ford’s Dearborn Assembly Plant before February 26, 2019, Ford’s Kansas City Assembly Plant before March 4, 2019, Ford’s Kentucky Assembly Plant before March 5, 2019, or Ford’s Ohio Assembly Plant before March 11, 2019.

2. The Court hereby appoints Named Plaintiff Brandon Kommer to serve as class representative.

3. The Court hereby appoints Jeffrey I. Carton, Esq., Robert J. Berg, Esq., and the law firm Denlea & Carton LLP, 2 Westchester Park Drive, Suite 410, White Plains, NY 10604, to serve as Class Counsel.

4. The conditional certification of this action as a class action is for settlement purposes only and the appointment of Class Counsel shall be terminated and without further force or effect and without prejudice to any party in connection with any future proceedings in these actions, including any future motion with respect to class certification, if:

- a. the Court does not give final approval to the Settlement Agreement and enter the Final Order and Judgment substantially in the form appended to the Settlement Agreement; or
- b. this Court's approval of the Settlement Agreement and/or entry of the Final Order and Judgment are reversed on appeal.

5. The terms of the Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the Class Notice to the members of the Settlement Class. This determination permitting notice to the Settlement Class is not a final finding that the Settlement Agreement is fair, reasonable, and adequate, but simply a determination that there is probable cause to disseminate Class Notice to the Settlement Class Members and hold a hearing on final approval of the proposed Settlement.

6. The Settlement Administrator is authorized and directed to establish an administrative mechanism for receiving requests from Settlement Class Members to exclude themselves from the Settlement Class.

7. In conjunction with moving for final approval, Class Counsel may apply to the Court for an award of attorneys' fees and expense reimbursement covering all legal services provided to the Named Plaintiff and Settlement Class Members in connection with the Litigation and settlement of the Litigation (the "Fee and Expense Application"). The Fee and Expense Application shall be filed by _____, 2020, and shall seek a maximum of \$1,300,000 in attorneys' fees and verified expenses to be paid from the Qualified Settlement Fund.

8. Also in conjunction with moving for final approval, Class Counsel may submit an application by _____, _____, 2020, for a \$7,500 service award for the Named Plaintiff, to be paid from the Qualified Settlement Fund.

9. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1715(d), a hearing (the “Fairness Hearing”) shall be held on _____, 2020 at 9:00 a.m. before the undersigned at the James T. Foley U.S. Courthouse, 445 Broadway, Courtroom 1, Albany, New York, 12207 for the purpose of finally determining whether the proposed Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court via entry of the Final Judgment and Order attached to the Settlement Agreement and, if so, what amount of reasonable attorneys’ fees and reasonable reimbursement of costs and expenses should be awarded to Class Counsel, and whether a Service Award shall be granted.

10. The Court directs that JND Legal Administration act as the Settlement Administrator.

11. Approval is hereby given to the form of both the Short Form Class Notice and the Long Form Class Notice (together, the “Class Notice”), attached to the Settlement Agreement as Exhibits 1 and 2, to Settlement Class Members. The Court finds that the Class Notice reasonably informs the Class Members of the material terms of the Settlement and their rights and responsibilities in connection with the Settlement, informs the class about the allocation of attorneys’ fees, and provides specific information regarding the date, time, and place of the final approval hearing, and once distributed pursuant to the Plan of Distribution detailed below, 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. The costs of providing Class Notice to the Settlement Class Members shall be drawn from the Qualified Settlement Fund.

12. The Court authorizes the Settlement Administrator, JND Legal Administration, through data aggregators or otherwise, to request, obtain, and utilize vehicle registration

information from the Department of Motor Vehicles for all 50 states, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions for the purposes of identifying the identity of and contact information for purchasers and lessees of Class Vehicles. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make, and model of the vehicle.

13. On or before _____, 2020, the Settlement Administrator shall cause to be delivered by United States Postal Service first-class mailing, postage prepaid, copies of the Short Form Class Notice containing the language in Exhibit 1 to the Settlement Agreement to be mailed to the current address of each original and subsequent purchaser or lessee of a Class Vehicle for whom the Settlement Administrator can reasonably obtain an address. On or before _____, 2020, the Settlement Administrator shall cause to be posted on a settlement website that it shall establish and maintain the Long Form Class Notice containing the language in Exhibit 2 to the Settlement Agreement. The Court finds that such individual notice is the best notice practicable under the facts and circumstances of this case.

14. If it has not done so already, Ford shall provide to the Attorney General of the United States and the attorneys general of the states and territories in which Settlement Class Members reside the information specified in 28 U.S.C. § 1715 by the deadline established in that statute.

15. The Settlement Administrator shall provide a declaration attesting to its compliance with its notice obligations not less than fourteen days prior to the Fairness Hearing. The declaration shall include:

- a. the total number of Settlement Class Members;

- b. a sample copy of the Short Form Class Notice and the Long Form Class Notice;
- c. the process by which the Settlement Administrator obtained a mailing list for the Short Form Class Notice;
- d. the number of Short Form Class Notices mailed and the range of dates within which such Notices were mailed; and
- e. the number of Short Form Class Notices returned to the Settlement Administrator by the United States Postal Service.

16. Each potential Settlement Class Member who wishes to be excluded from the Settlement Class must submit via United States Postal Service first-class mailing a Request for Exclusion to the address specified in the Class Notice, which address shall be a site under the Settlement Administrator's control. Such Requests for Exclusion must be received at that address on or before _____, 2020. To be effective, the Request for Exclusion 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 his, her or its Class Vehicle;
- c. specifically and unambiguously state his, her, or its desire to be excluded from the Settlement Class in *Kommer v. Ford Motor Company*; 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).

17. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion to the required address, or communicates his, her, or its intentions regarding membership in the Settlement Class in an ambiguous manner, shall be subject to and bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class pursuant to the Settlement Agreement unless determined otherwise by the Court. 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 that the Settlement Class Member meant to request an exclusion from the Class will be evaluated jointly by counsel for the Parties, who will make a good-faith evaluation if possible. Any uncertainties about whether a Settlement Class Member requested to exclude himself, herself, or itself from the Settlement Class will be resolved by the Court.

18. The Settlement Administrator shall tabulate Requests for Exclusion from prospective Settlement Class Members and shall report the names and addresses of such persons to the Court, Ford, and Class Counsel no less than fourteen days before the Fairness Hearing.

19. Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement (including Class Counsel's Fee and Expense Application) must, by _____, 2020, file any such objection with the Court, and provide copies of the objection to: (1) Jeffrey I. Carton, Esq. of Denlea & Carton LLP, 2 Westchester Park Drive, Suite 410, White Plains, NY 10604; and (2) Peter J. Fazio, Esq., of Aaronson Rappaport Feinstein & Deutsch, LLP, 600 Third Avenue, New York, NY 10016. 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 his, her, or its Class Vehicle(s), along with proof that the objector has owned or leased a Class Vehicle (*i.e.*, 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 their 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 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 properly file a timely written objection to the settlement and notice of his, her, or its intent to appear at the Fairness Hearing shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

20. The parties to this Litigation and to the Settlement Agreement shall file any memoranda or other materials in support of final approval of the Settlement Agreement,

including in response to any timely and properly filed objection to the Settlement Agreement, no later than fourteen days prior to the Fairness Hearing. Such materials shall be served on Class Counsel, counsel for Ford, and on any member of the Settlement Class (or their counsel, if represented by counsel) to whose objection to the Settlement Agreement the memoranda or other materials respond.

21. Following the Fairness Hearing, and based upon the entire record in this matter, the Court will decide whether the Settlement Agreement should be finally approved and, if so, what amount of reasonable fees and expenses should be awarded to Class Counsel, and whether a Service Award of up to \$7,500 will be awarded to the Named Plaintiff. If the Court determines the Settlement is reasonable, fair, and adequate, the Court will issue a Final Order and Judgment memorializing its decision in the form contemplated by Exhibit 4 of the Settlement Agreement. The Court will also issue an Order awarding fees and expenses to Class Counsel in an amount it finds reasonable but, in any event, of no more than \$1,300,000.

22. Pending final determination of the motion 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 validly 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 on alleged malfunctions of a Door Latch in the Class Vehicles.

SIGNED at Albany, New York on this ____ day of _____, 2020.

LAWRENCE E. KAHN
United States District Judge