

If you had a model year 2011-2015 Ford Explorer, 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.

If you purchased or leased a model year 2011-2015 Ford Explorer in the United States, you may be a Member of a proposed Settlement Class and entitled to reimbursement for certain Exhaust Odor-related repair costs.

If the Court approves the proposed Settlement, Ford will provide Class Members a means of obtaining reimbursement for certain Exhaust Odor repair costs. All Class Members will be barred from pursuing individual lawsuits that do not involve personal injury against Ford Motor Company based on Exhaust Odor in these vehicles.

1. **THE LITIGATION:** The Plaintiff in this case, *Sanchez-Knutson v. Ford Motor Company* (No. 0:14-cv-61344-WPD (S.D. Fla.)), alleges that model year 2011-2015 Ford Explorers are defectively designed and manufactured so that Exhaust Odor may enter the passenger compartment of the Class Vehicles when they are driven at wide open throttle with the internal ventilation on recirculate. Plaintiff has asserted nationwide claims under federal and state express and implied warranty laws, and under 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 models year 2011-2015 Ford Explorers (“Class Vehicles”).
2. **FORD’S POSITION:** 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. Nonetheless, Ford has agreed to settle the Litigation by providing the benefits described in this Notice.
3. **NOTICE:** This Notice informs Class Members of the Litigation and the proposed Settlement, and describes Class Members’ rights and options.
4. **SETTLEMENT CLASS:** The following Settlement Class has been conditionally certified:

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 2011-2015 Ford Explorer that was sold or leased in the United States.

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 elect to exclude themselves from the Settlement Class; (3) all entities and natural persons who delivered to Ford releases of all their claims; and (4) Ford’s employees, officers, directors, agents, and representatives, and their family members.

The Court has appointed Jordan M. Lewis, Esq. and the law firm Jordan Lewis, P.A., and John Uustal, Esq. and Michael A. Hersh, Esq. and the law firm Kelley Uustal PLC as Class Counsel.

5. **SETTLEMENT BENEFITS:** If the Court approves the proposed Settlement at the Fairness Hearing that is scheduled for June 14, 2017, Ford will provide the following benefits to Class Members:

Notice of New Technical Service Bulletin (TSB). You are hereby notified that Ford will issue a New Exhaust Odor TSB describing updated procedures to address Exhaust Odor in the Class Vehicles. The TSB may include two phases of service: (1) air conditioning system recalibration and sealing of gaps in the passenger compartment; and, (2) if Ford and its Authorized Ford Dealer determines that phase (1) did not eliminate the Exhaust Odor in vehicles equipped with a normally aspirated 3.5-liter Twin Independent Variable Camshaft Timing (“TiVCT”) engine, additional services may be performed, including installation of a modified exhaust system. Ford may, but is not required to, issue a Future Exhaust Odor TSB that supersedes the New Exhaust Odor TSB.

Reimbursement for Post-Warranty Repairs for Exhaust Odor. Ford will provide one of the following two benefits to Class Members (Class Members can seek one, but not both, of these benefits):

- a) *In-Warranty Repair Owners.* Settlement Class Members who present to Ford service records from an Authorized Ford Dealer showing that, prior to dissemination of this Class Notice, and during the Bumper-to-Bumper Warranty Coverage Period applicable to their Class Vehicle, (1) they obtained one or more Exhaust Odor Repairs to their Class Vehicle, or (2) were denied an Exhaust Odor Repair after the Authorized Ford Dealer diagnosed Exhaust Odor in their Class Vehicle (“In-Warranty Repair Owners”), and who present to Ford evidence that they incurred Out-of-Pocket Expenses obtaining an Exhaust Odor Repair to that same Class Vehicle within the later of (1) 4 years/48,000 miles after the vehicle was placed in service (whichever comes first), or (2) 60 days after the Effective Date of Settlement, may receive from Ford reimbursement of such Out-of-Pocket Expenses up to a maximum of \$175. If the Exhaust Odor Repair for which an In-Warranty Repair Owner seeks reimbursement of Out-of-Pocket Expenses involves installation of a modified exhaust system in a Class Vehicle equipped with a normally aspirated 3.5-liter TiVCT engine as described in the New Exhaust Odor TSB, the Settlement Class Member may receive from Ford a reimbursement of the Out-of-Pocket Expenses for this repair up to a maximum of \$500. In-Warranty Repair Owners may submit claims for up to two qualifying Exhaust Odor Repairs per Class Vehicle under this provision.
- b) *Post-Warranty Repair Owners.* Settlement Class Members who did not, prior to dissemination of this Class Notice, obtain an Exhaust Odor Repair or obtain a documented diagnosis of Exhaust Odor from an Authorized Ford Dealer during the Bumper-to-Bumper Warranty Coverage Period (“Post-Warranty Repair Owners”), and who present to Ford evidence that they incurred Out-of-Pocket Expenses obtaining an Exhaust Odor Repair to that same Class Vehicle within the later of (1) 60 days after the Effective Date of Settlement, or (2) 60 days after the expiration of the Bumper-to-Bumper Warranty Coverage Period, may receive from Ford reimbursement of such Out-of-Pocket Expenses up to a maximum of \$175. Post-Warranty Repair Owners may submit claims for up to two qualifying Exhaust Odor Repairs per Class Vehicle under this provision.

Inability to Repair Remedy. Settlement Class Members who obtained one or more Exhaust Odor Repairs to their Class Vehicle during the Bumper-to-Bumper Warranty Coverage Period or during the pendency of a Ford Extended Warranty, and who receive a repair to the same Class Vehicle under the New Exhaust Odor TSB (including, if applicable, installation of a modified exhaust system in a Class Vehicle equipped with a normally aspirated 3.5-liter TiVCT engine) or any then-applicable Future Exhaust Odor TSB that fails to resolve the presence of Exhaust Odor in their Class Vehicle may, within six months after notifying the Authorized Ford Dealer that the repair was unsuccessful, and thereafter providing the dealer with an additional opportunity to correct the repair (*i.e.*, the Settlement Class Member must give the Authorized Ford Dealer two chances to perform the most currently available Exhaust Odor TSB repair), submit for mediation followed by (if necessary) binding arbitration to the Better Business Bureau (“BBB”) AUTO LINE program a claim for violation of the

Lemon Law and/or breach of Ford's New Vehicle Limited Warranty under the laws of the Settlement Class Member's state. Stated more simply, for a Settlement Class Member to bring a BBB claim, (1) the Class Vehicle must have received an Exhaust Odor Repair during the basic or extended warranty coverage period, (2) at least two attempts must have been made to perform a New Exhaust Odor TSB repair (or a Future Exhaust Odor TSB repair if there is one), and (3) the Class Vehicle must still be experiencing Exhaust Odor.

For the purpose of any such BBB AUTO LINE claim by a Settlement Class Member under this provision of the Settlement, Ford waives the following defenses: (1) that the Exhaust Odor is allegedly caused by a design defect, (2) that the statute of limitations for such claims expired before end of the extended period for obtaining partially subsidized post-warranty Exhaust Odor Repairs established by the above section (*i.e.*, 4 years/48,000 miles; 60 days after Effective Date of Settlement; 60 days after expiration of the Bumper-to-Bumper Warranty Coverage Period). Ford preserves all other applicable defenses to such claims, including whether the Authorized Ford Dealer has made a sufficient number of repair attempts to support the Settlement Class Member's claims, the requirements with respect to which are set forth in the prior paragraph, and whether the Class Vehicle is defective.

Ford will pay all costs of mediating and/or arbitrating claims by Settlement Class Members made to BBB AUTO LINE under this provision. An award of attorneys' fees will not be available through the BBB AUTO LINE program. Arbitration determinations by BBB AUTO LINE will be final and binding upon Settlement Class Members and Ford, with no right of appeal or further litigation.

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You will receive these benefits only if the Court approves the proposed Settlement following the Fairness Hearing on June 14, 2017, and only if you remain a Member of the Settlement Class. If you exclude yourself from the Settlement, you will not receive any benefits.

To monitor the status of the proposed Settlement, to learn if and when it is approved, and to obtain Claims Forms, you may visit www.ExplorerExhaustSettlement.com or call 1-855-581-1279. (Claim Forms will not be available unless and until the Settlement is approved.)

6. **ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS:** Class Counsel have pursued the Litigation on a contingent basis and have paid all the costs of the Litigation. 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 \$5 million in attorneys' fees and expenses, and to approve a \$60,000 service award to be divided among the Named Plaintiff and Unnamed Plaintiffs (named plaintiffs who pursued other related class action lawsuits). The Court will decide the amount of the fee award, the expense award, and the service award at the Fairness Hearing. None of these payments will reduce the benefits that you, as a Settlement Class Member, receive. Ford will pay any money the Court awards to Class Counsel and to the Named Plaintiff and Unnamed Plaintiffs.
7. **RESULT IF COURT APPROVES SETTLEMENT:** If the Court approves the proposed Settlement, it will dismiss the Litigation, and Ford will provide the benefits described above to the Settlement Class Members who have not excluded themselves from the Class. Settlement Class Members will be barred from pursuing non-personal injury lawsuits based on exhaust odor in the Class Vehicles. Therefore, if you want to bring your own lawsuit against Ford, you must exclude yourself from this Settlement.
8. **YOUR OPTIONS:** If you are a member of the Settlement Class, you have the following three options (you may only choose one option):

<p style="text-align: center;">DO NOTHING</p>	<p>Stay in this lawsuit. Await the outcome. Receive the benefits of this settlement if it is approved.</p> <p>By doing nothing, you will remain part of the case, and do not need to take any <u>immediate</u> action. If the Settlement is approved under the terms described here, you may receive the benefits of the Settlement <u>if</u> you submit a claim to the Ford Claim Center and it is valid, complete, and timely submitted. 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 Exhaust Odor; those claims are not released by the Settlement.</p> <p>You may, if you wish, comment in favor of the Settlement by sending your comment to Class Counsel: Jordan Lewis, Esq., Jordan Lewis, P.A., 4473 N.E. 11th Avenue Fort Lauderdale, FL 33334, jordan@jml-lawfirm.com and/or Michael Hersh, Esq., Kelley Uustal PLC, 500 North Federal Highway, Suite 200, Fort Lauderdale, FL 33301, mah@kulaw.com.</p>
<p style="text-align: center;">ASK TO BE EXCLUDED</p>	<p>If you wish to be excluded from the Settlement Class, receive no benefits from the Settlement and retain all your rights, the Ford Settlement Exclusion Center must receive a letter or postcard from you on or before May 17, 2017.</p> <p>Your exclusion communication must include your name, address, and telephone number; the year, model, and vehicle identification number of your Class Vehicle; a clear statement that you wish to be excluded from the Settlement Class; and be personally signed by you (and your lawyer if you are represented by counsel). Your request must be sent to the Ford Settlement Exclusion Center at Ford Explorer Exhaust Odor Class Action Settlement, P.O. Box 43444, Providence RI 02940-3444.</p> <p>If your exclusion request is properly submitted and received before the deadline, 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 Exhaust Odor. If you do not submit a clear and timely request for exclusion to the Ford Settlement Exclusion Center, you will be bound by the Settlement Agreement and relinquish any claims against Ford based on exhaust odor.</p>
<p style="text-align: center;">OBJECT</p>	<p>If you are a member of the Settlement Class, you may object to the Settlement, Class Counsel’s request for attorneys’ fees and expenses, or the request for Named Plaintiffs’ service awards.</p> <p>You may, but need not, select an attorney to appear at the Fairness Hearing on your behalf. If you do, you will be responsible for your own attorneys’ fees and costs.</p> <p>If you object to the proposed Settlement, you must do so in writing on or before May 17, 2017. Your written objection must include: (a) your full name, address, and telephone number; (b) the year, model, and vehicle identification number of your Class Vehicle, along with a copy of a vehicle title, registration, or license receipt; (c) a written statement of all reasons for your objection accompanied by any legal support; (d) copies of any papers, briefs, or other documents on which your objection is based; (e) a list of other cases in which you or your counsel have filed or in any way participated in—financially or otherwise—objections to a class settlement in the preceding five years; (f) the name, address, email address, and telephone number of all attorneys representing you; (g) a statement indicating whether you and/or your counsel intend to appear at the Fairness Hearing, and if so, a list of any persons you will call to testify in support of the objection; and (h) your signature (and your lawyer’s signature if you are represented by counsel).</p> <p>Your written objection must also be: (1) filed with the Clerk of the U.S. District Court for the Southern District of Florida, and (2) served upon all three of: (A) Jordan Lewis, Esq. of Jordan Lewis, P.A. (Class Counsel), 4473 N.E. 11th Avenue, Fort Lauderdale, FL 33334; (B) Michael Hersh, Esq., of Kelley Uustal PLC (Class Counsel), 500 North Federal Highway, Suite 200, Fort Lauderdale, FL 33301; and (C) Brian C. Anderson, Esq. of O’Melveny & Myers, LLP (Defendant’s Counsel), 1625 Eye Street, NW, Washington, DC 20006.</p> <p>Class Members who do not make their 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.</p>

9. **FAIRNESS HEARING:** A hearing will be held before Judge William Dimitrouleas of the U.S. District Court for the Southern District of Florida, 299 East Broward Boulevard, Fort Lauderdale, FL 33301, on June 14, 2017 at 9:00 a.m. At the hearing, the Court will hear argument about whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be approved and, if so, what fees and expenses should be awarded to Class Counsel, and what service award should be given to the Named Plaintiff and Unnamed Plaintiffs. The time, date, and location of the hearing may change without further notice to you. If you plan to attend the hearing, you should confirm its time, date, and location before making any plans.

10. **ADDITIONAL INFORMATION:** For additional information and/or for a copy of the full Settlement Agreement; the request for attorneys' fees, costs, and the service award; and other key Court documents, you may visit www.ExplorerExhaustSettlement.com or call the Claims Administrator at 1-855-581-1279 or Class Counsel at (954) 640-1180. Please do not call or write the Court or the Office of the District Clerk.

Dated: February 21, 2017

BY ORDER OF THE COURT

Clerk of the Court