

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

IF YOU PURCHASED OR LEASED A MYFORD TOUCH-EQUIPPED FORD VEHICLE OR MYLINCOLN TOUCH-EQUIPPED LINCOLN VEHICLE FROM A FORD OR LINCOLN DEALERSHIP BEFORE AUGUST 9, 2013, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A federal court authorized this notice. It is not a solicitation from a lawyer.

You May Be Entitled To Receive Up To \$400

- Plaintiffs have sued Ford Motor Company alleging that certain Ford and Lincoln vehicles sold or leased before August 9, 2013 were equipped with defective MyFord Touch or MyLincoln Touch information and entertainment systems (“MFT”). The Court certified classes of California, Massachusetts, New Jersey, North Carolina, Ohio, Virginia, and Washington purchasers of MFT-equipped vehicles who purchased their MFT vehicles (“Class Vehicles”) from a Ford or Lincoln Dealership before August 9, 2013.
- 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.
- The purpose of this notice is to inform Class Members of the Litigation and the proposed Settlement, and describe Class Members’ rights and options.
- If the Court approves the proposed Settlement, Ford will make the most current compatible update of the MFT software (version 3.10 or later) available for free to all Class Members. In addition, Ford will provide Class Members compensation for certain repairs or unsatisfactory performance with the MFT systems, as described below. All Class Members will be barred from pursuing individual lawsuits that do not involve personal injury against Ford Motor Company based on the MFT systems in their Class Vehicles.

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

LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM NOW	If you wish to submit a claim for a higher level of monetary compensation, you must submit a claim form by September 24, 2019 . The monetary compensation for those who successfully submit valid claim forms ranges from \$45-\$400.
ASK TO BE EXCLUDED	If you do not want to participate in the proposed Settlement, you can exclude yourself by submitting a request for exclusion to the Ford MFT Settlement Exclusion Center so that it is received by September 20, 2019 . This is the only option that allows you to retain any rights you may have against Ford over the claims in this case.
OBJECT OR COMMENT	You may write the Court about why you do, or do not, support the proposed Settlement or any of its provisions. You must submit any objection by September 20, 2019 .
DO NOTHING AT THIS TIME	If you decide not to submit a claim, you may still receive monetary compensation between \$20-\$55. However, please note that you may be eligible for a higher amount of monetary compensation if you choose to successfully submit a valid claim form.

LEGAL RIGHTS AND OPTIONS

SOFTWARE UPDATE	You are also entitled to a dealer-installed or self-installed software update to the current compatible MFT software version.
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- Your options are explained in this notice. To ask to be excluded or to file an objection, you must act before **September 20, 2019**. You may still file a claim form if you object to the Settlement.
- Any questions? Read below, or visit www.myfordtouchclassaction.com.

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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 a Ford or Lincoln vehicle equipped with MFT from a Ford or Lincoln dealer before August 9, 2013 in California, Massachusetts, New Jersey, North Carolina, Ohio, Virginia, or Washington State. This notice informs you of the Litigation and the proposed Settlement, and describes your rights and options. Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing this class action. The lawsuit is known as *In re MyFord Touch Consumer Litigation*, and the docket number is 3:13-cv-03072-EMC.

2. What is this lawsuit about?

Plaintiffs allege that MFTs on these vehicles are defective because, among other things, they will not respond to voice commands; do not connect to the owner's mobile device; provide inaccurate directions and/or misread the location of the vehicle; and/or freeze up or crash altogether.

Plaintiffs allege that when the system freezes or crashes the driver cannot operate any of the features connected to MFT, including the navigation technology, the radio, the rearview camera, or the defroster. Plaintiffs further allege that Ford charged a premium price for MFT and seek to recover economic damages. Plaintiffs are not pursuing claims for personal injuries.

Ford denies that it did anything wrong and denies that the MFT is defective. The Court has not decided whether Ford did anything wrong.

3. What are some SYNC/MyFord Touch issues at issue in this lawsuit?

Some of the most frequent issues reported by Plaintiffs include: (1) MFT system screens freezing, crashing, restarting, or blacking out; (2) MFT backup cameras freezing, crashing, or blacking out; (3) MFT systems failing to respond to touch and/or voice commands; (4) MFT systems playing or changing music without prompting; (5) MFT systems that fail to properly connect to or recognize phones, iPods or USB jump drives.

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

In a class action lawsuit, people called the "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of the people together are called a "Class" or "Class Members." The company the Class Representatives have sued (in this case Ford Motor Company) is called the Defendant. One court resolves the issues for everyone in the Classes, except for those people who choose to exclude themselves from the Classes.

5. Why is this lawsuit a class action?

The Court decided that certain of Class Representatives' claims against Ford can proceed as a class action because they meet the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court has allowed classes to proceed with respect to the claims listed below in the following seven states:

	<u>CERTIFIED STATE</u>	<u>CLAIMS CERTIFIED</u>
1.	California	<ul style="list-style-type: none"> • Breach of implied warranty of merchantability under state law • Breach of express warranty under state law • Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 <i>et seq.</i> (to the extent it is predicated on bases other than fraud)
2.	Massachusetts	<ul style="list-style-type: none"> • Breach of implied warranty of merchantability under state law
3.	New Jersey	<ul style="list-style-type: none"> • Breach of implied warranty of merchantability under state law
4.	North Carolina	<ul style="list-style-type: none"> • Breach of implied warranty of merchantability under state law
5.	Ohio	<ul style="list-style-type: none"> • Breach of implied warranty in tort • Common law negligence
6.	Virginia	<ul style="list-style-type: none"> • Breach of implied warranty of merchantability under state law
7.	Washington	<ul style="list-style-type: none"> • Breach of express warranty under state law

THE CLAIMS IN THE LAWSUIT

6. What does the lawsuit complain about?

In the lawsuit, Plaintiffs claim that Ford sold and leased vehicles with MFT that were defective. MFT is an in-vehicle information and entertainment system. Plaintiffs allege that MFTs sold before August 9, 2013, were defective because, among other things, they do not respond to voice commands; do not connect to the owner's mobile device; provide inaccurate directions and/or misread the location of the vehicle; and/or freeze up or crash altogether. Plaintiffs allege that when MFT freezes or crashes the driver cannot operate any of the features connected to MFT, including the navigation technology, the radio, the rearview camera, or the defroster.

The Class Representatives are individuals and entities from the seven states identified above who purchased or leased a Ford or Lincoln vehicle equipped with MFT from Ford or a Ford dealer before August 9, 2013.

7. How does Ford respond?

Ford denies that MFT is defective and denies that it did anything wrong.

8. Has the Court decided who is right?

The Court has not decided whether Plaintiffs or Ford is correct, and no trial has occurred. By reaching a settlement, the parties have agreed to the benefits described in this Notice.

9. Are there any benefits available now?

All valid claims will be paid by Ford only if and when the Court approves the Settlement at the Fairness Hearing that is scheduled for **November 21, 2019**, and if any appeals are resolved in favor of the settlement. So while there are no benefits available right now, it is still very important that you submit a claim by **September 24, 2019**, if you wish to claim a higher level of monetary compensation. A second Notice will be sent if the Settlement becomes effective reminding you of the availability of a software upgrade.

10. What is the Fairness Hearing?

A hearing will be held before Judge Edward M. Chen of the U.S. District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA, 94102, on **November 21, 2019 at 1:30 p.m.** At the hearing, the Court will hear argument about whether the proposed Settlement is fair, reasonable, and adequate, 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 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.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

11. Am I in a Class?

Judge Chen certified the following Classes:

California: All persons or entities who purchased or leased a Ford or a Lincoln vehicle in California from Ford Motor Company or through a Ford Motor Company dealership before August 9, 2013, which vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and entertainment system (“California Class”)

Massachusetts: All persons or entities who purchased or leased a Ford or a Lincoln vehicle in Massachusetts from Ford Motor Company or through a Ford Motor Company dealership before August 9, 2013, which vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and entertainment system (“Massachusetts Class”)

New Jersey: All persons or entities who purchased or leased a Ford or a Lincoln vehicle in New Jersey from Ford Motor Company or through a Ford Motor Company dealership before August 9, 2013, which vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and entertainment system (“New Jersey Class”)

North Carolina: All persons or entities who purchased or leased a Ford or a Lincoln vehicle in North Carolina from Ford Motor Company or through a Ford Motor Company dealership before August 9, 2013, which vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and entertainment system (“North Carolina Class”)

Ohio: All persons or entities who purchased or leased a Ford or a Lincoln vehicle in Ohio from Ford Motor Company or through a Ford Motor Company dealership before August 9, 2013, which vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and entertainment system (“Ohio Class”)

Virginia: All persons or entities who purchased or leased a Ford or a Lincoln vehicle in Virginia from Ford Motor Company or through a Ford Motor Company dealership before August 9, 2013, which vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and entertainment system (“Virginia Class”)

Washington: All persons or entities who purchased or leased a Ford or a Lincoln vehicle in Washington from Ford Motor Company or through a Ford Motor Company dealership before August 9, 2013, which vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and entertainment system (“Washington Class”)

Thus, if you purchased or leased a Ford or Lincoln vehicle equipped with MFT from an Authorized Ford or Lincoln Dealer in one of these states before **August 9, 2013**, you may be a member of the Classes.

Excluded from all of the Settlement Classes 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 that elect to exclude themselves from the Settlement Classes; (3) all entities and natural persons that have litigated claims involving MFT against Ford to final judgment; (4) all entities and natural persons who, via a settlement or otherwise, delivered to Ford releases of their claims involving MFT; (5) Ford’s employees, officers, directors, agents, and representatives, and their family members; and (6) all entities and natural persons who submitted a valid request for exclusion following the Notice of Pendency of Class Action in this Litigation.

12. I purchased or leased one of these vehicles before August 9, 2013, but no longer own it. Am I included?

Yes, if you purchased or leased a Ford or Lincoln vehicle equipped with MFT from an Authorized Ford or Lincoln Dealer in one of the seven states listed above before August 9, 2013, but no longer own it (*e.g.*, because you sold the vehicle), you are included within the class definitions certified by the Court.

13. I previously excluded myself from this lawsuit when I was notified that I may be a member of the certified Classes. Do I need to do anything?

If you already submitted a valid request for exclusion from this lawsuit, you do not need to do so again in connection with the Settlement in order to be excluded from it. However, the Settlement provides that any person who previously excluded him or herself will be given an opportunity to revoke his or her exclusion and re-enter the Settlement Class.

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

If you are still not sure whether you are a member of the Classes, you can review documents at www.myfordtouchclassaction.com, or call or write to Class Counsel at the phone numbers or addresses listed below. Do not call the Court.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Classes (and file a claim or potentially receive a unilateral payment), ask to be excluded, or object to the Settlement. You have until September 20, 2019, to exclude yourself or object. You have until September 24, 2019 to file a claim.

15. How do I file a claim?

To file a claim, you will need to use your Claimant ID and PIN, which can be found on the Short Form Notice, which was mailed to you. If you lost your Claimant ID or PIN you can contact the

Settlement Administrator at administrator@myfordtouchclassaction.com or 1-833-402-1732 to receive a new one.

The next step would be to visit the Settlement Website, www.myfordtouchclassaction.com, where you will be able to file your claim online, or download paper claim forms that you can mail to the Settlement Administrator. **All claims must be submitted online or postmarked by September 24, 2019.** After the Effective Date of Settlement, you may receive payment if you submitted a claim to the Ford Claim Center that 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 MyFord Touch; those claims are not released by the Settlement.

You may, if you wish, comment in favor of the Settlement by sending your comment to Class Counsel: Steve W. Berman, Esq. of Hagens Berman Sobol & Shapiro LLP, 1301 2nd Avenue, Suite 2000, Seattle, WA 98101.

16. Why would I ask to be excluded?

You may want to exclude yourself if you do not want to participate in this Settlement or this Litigation at all. If you already have an individual lawsuit against Ford for similar claims and want to continue with it, you need to ask to be excluded from the Classes. If you exclude yourself from the Classes—which means to remove yourself from the Classes, and is sometimes called “opting out” of the Classes—you will not get any benefits from this Settlement.

If your exclusion request is properly submitted and sent 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 malfunctions of the MFT system. If you start or continue your own lawsuit against Ford after you exclude yourself, you will have to prove your claims in court, and you may have to hire and pay your own lawyer for that lawsuit. If you do exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations, or other time-sensitive requirements.

If you do not submit a clear and timely request for exclusion to the Ford MFT Settlement Exclusion Center, you will be bound by the Settlement Agreement and relinquish any claims against Ford related to the MFT system (except for personal injury claims).

If you already submitted a valid opt-out request, you do not need to do so again.

17. How do I ask the Court to exclude me from the Classes?

If you wish to be excluded from the Settlement Class, receive no benefits from the Settlement and retain all your rights, you must submit a request for exclusion to the Ford Settlement Exclusion Center so that it is received by **September 20, 2019**. Your exclusion communication must include: (a) your name, mailing address, and telephone number, (b) the model, and model year of your vehicle(s), (c) the Vehicle Identification Number, or VIN, (d) an explicit and unambiguous statement that you wish to be excluded from the Settlement Classes, and (e) be individually and personally signed by you (and your lawyer if you are represented by counsel).

Your request must be sent to the Ford MFT Settlement Exclusion Center so that it is received by **September 20, 2019**, by mailing a letter to MyFord Touch Settlement Exclusions, P.O. Box 91241, Seattle, WA 98111, or by submitting it at www.myfordtouchclassaction.com.

18. Why would I object?

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. 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.

19. How do I object?

If you object to the proposed Settlement, you must do so in writing on or before **September 20, 2019**. Your written objection must include: (a) the case name and number (*In Re MyFord Touch Consumer Litigation*, Case Number 13-cv-3072-EMC); (b) your full name, address, and telephone number; (c) the model, model year, and vehicle identification number of your Class Vehicle; (d) proof that you purchased or leased the Class Vehicle (1) from an Authorized Ford Dealer; (2) before August 9, 2013; and (3) in California, Massachusetts, New Jersey, North Carolina, Ohio, Virginia, or Washington State; (e) a written statement of all reasons for your objection accompanied by any legal support for the objection; (f) copies of any papers, briefs, or other documents on which your objection is based; (g) a list of other cases in which you and/or your counsel have filed or in any way participated in—financially or otherwise—objections to a class settlement in the preceding five years; (h) the name, address, email address, and telephone number of all attorneys representing you; (i) 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 (j) your signature (and your lawyer's signature if you are represented by counsel).

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Division, or by filing them in person at any location of the United States District Court for the Northern District of California, and be filed or postmarked on or before **September 20, 2019**.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

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

By doing nothing, you will remain part of the case and you will still give up your rights to sue Ford separately about the same legal claims involved in this action. By not filing a claim by **September 24, 2019**, you may forfeit a higher level of monetary compensation to which you are otherwise entitled to if you had filed a claim. So if you file a claim you may receive \$45 to \$400 and a lesser amount if you do nothing.

21. What are my options as a used purchaser?

The only way to receive monetary compensation for used purchasers is to submit a valid claim form before the claims deadline. While used purchasers are not eligible for a unilateral payment, used purchasers can choose to avail themselves of the dealer-installed or self-installed MFT software update described in Section II.A of the FSA.

THE ATTORNEYS REPRESENTING YOU

22. Do I have an attorney in this case?

The Court has appointed Nicholas E. Chimicles and Benjamin F. Johns of Chimicles Schwartz Kriner & Donaldson-Smith LLP; Steve W. Berman, Catherine Y.N. Gannon, and Craig Spiegel of Hagens Berman Sobol Shapiro LLP; Adam J. Levitt and John Tangren of DiCello Levitt Gutzler LLC; and Roland Tellis and Mark Pifko of Baron & Budd, P.C. as “Class Counsel.” Their contact information is listed below.

23. Should I get my own attorney?

If you wish to remain a Class Member, you do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you will have to file a request for exclusion and, if you decide to pursue your own claim, to pay your lawyer.

24. How will Class Counsel be paid?

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 \$16 million in attorneys’ fees and expenses and to approve a \$9,000 service award for each of the Named Plaintiffs. The Court will decide the amount of the fee award, the expense award, and the service awards 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 Plaintiffs, within those limits.

PROPOSED SETTLEMENT BENEFITS

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

If the Court approves the proposed Settlement at the Fairness Hearing that is scheduled for **November 21, 2019**, Ford will provide the following benefits to Class Members. **First**, Ford will make the most current compatible update of the MFT software available for free to all Class members. **Second**, Class Members can seek **one** of the following types of monetary compensation if they meet the eligibility criteria for that type of compensation and submit Proof of Ownership or Lease.

Compensation for MFT Software Repairs: Members of the Settlement Classes who, by **September 24, 2019**, submit a valid claim that they sought one or more eligible MFT Software Repairs (as defined in the Settlement Agreement) to their Class Vehicle during the time they owned or leased it and before the date of the Preliminary Approval Order, will receive a payment as follows:

Number of MFT Software Repairs	Amount
1	\$100
2	\$250
3 or more	\$400

Reimbursement of Post-Warranty Repair Costs: Members of the Settlement Classes, who by **September 24, 2019**, submit a valid claim with evidence that they paid for an MFT

Software Repair (either by an Authorized Ford Dealer or another automobile repair service provider) within one year after the expiration of the MFT Extended Warranty will receive reimbursement of the full amount they paid for all such repairs.

Compensation for Unsatisfactory MFT Performance: Members of the Settlement Classes who, by **September 24, 2019**, submit a valid claim swearing that they experienced two or more instances of Unsatisfactory MFT Performance before March 28, 2019, will receive a cash payment of \$45. Members of the Settlement Classes do not require proof of an eligible MFT Software Repair to qualify for this category of monetary compensation.

Unilateral Payment for MFT Software Repairs: After the deadline for submitting claims for compensation for MFT Software Repairs (**September 24, 2019**) has expired, Ford will cause a payment of \$55 to be sent to all Original Owners or Lessees of a Class Vehicle that received one or more MFT Software Warranty Repairs as identified in Ford's MFT Service and Software Records, but as to which Class Vehicle no claim for monetary compensation (as set forth in the Settlement Agreement) was submitted.

Unilateral Payment to Original Owners of Class Vehicles Who Do Not Submit Claims: After the deadline for submitting claims for compensation for MFT Software Repairs (**September 24, 2019**) has expired, Ford will cause a payment of \$20 to be sent to all Original Owners or Lessees of Class Vehicles that *did not* receive an MFT Software Warranty Repair as identified in Ford's MFT Service and Software Records, *and* as to which Class Vehicle no claim for monetary compensation (as set forth in the Settlement Agreement) was submitted.

Guaranteed Minimum Payment to Class Members: After the deadline for submitting claims for compensation for MFT Software Repairs and Unsatisfactory MFT Performance (**September 24, 2019**) has expired, the Settlement Administrator will calculate the Total Payment Amount, which will be the sum of (1) the total dollar amount of valid claims for monetary compensation (as defined in the Settlement Agreement), and (2) the total dollar amount of unilateral payments (as defined in the Settlement Agreement).

If the Total Payment Amount is less than \$17 million, Ford will cause the difference between the Total Payment Amount and \$17 million to be distributed on a *pro rata* basis to all Members of the Settlement Classes who, prior to **September 24, 2019**, submitted valid claims for compensation of any type (as set forth in the Settlement Agreement). Ford and the Settlement Administrator will, in consultation, with Class Counsel, complete this distribution reasonably promptly after the Effective Date of Settlement, taking into account the need to resolve any resubmissions of deficient claims and appeals of denied claims.

26. What else results from the 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 related to malfunctions of the MFT system in the Class Vehicles. Therefore, if you want to bring your own lawsuit against Ford, you must exclude yourself from this Settlement. If you exclude yourself from the Settlement, you will not receive any benefits.

GETTING MORE INFORMATION

27. Are more details available?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.myfordtouchclassaction.com, by calling the MFT Claims Administrator at 1-833-402-1732; by contacting Class Counsel (contact information below); by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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.myfordtouchclassaction.com or call the Claims Administrator at 1-833-402-1732. **You may also contact one of the attorneys appointed by the Court as Class Counsel:**

Court-Appointed Class Counsel

STEVE W. BERMAN CATHERINE Y.N. GANNON CRAIG SPIEGEL HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Second Avenue, Suite 2000 Seattle, Washington 98101 Telephone: (206) 623-7292 steve@hbsslaw.com catherineg@hbsslaw.com craigs@hbsslaw.com	ADAM J. LEVITT JOHN E. TANGREN DICELLO LEVITT GUTZLER LLC Ten North Dearborn Street Eleventh Floor Chicago, Illinois 60602 Telephone: (312) 214-7900 alevitt@dlcfirm.com jtangren@dlcfirm.com
ROLAND TELLIS MARK PIFKO BARON & BUDD, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, California 91436 Telephone: (818) 839-2320 rtellis@baronbudd.com mpifko@baronbudd.com	NICHOLAS E. CHIMICLES BENJAMIN F. JOHNS CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP One Haverford Centre 361 West Lancaster Avenue Haverford, Pennsylvania 19041 Telephone: (610) 642-8500 nick@chimicles.com bfj@chimicles.com

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE COURT CLERK
ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**