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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

In re: MYFORD TOUCH CONSUMER
LITIGATION

Case No. 3:13-cv-03072-EMC

**PROPOSED FINAL ORDER AND
JUDGMENT**

Judge: Edward M. Chen

On March 28, 2019, the Court entered a Preliminary Approval Order that preliminarily approved the proposed Settlement Agreement in this Litigation and specified the manner in which Ford Motor Company (“Ford”) was to provide Class Notice to the Settlement Classes. All capitalized terms used in this Order have the meaning as defined in the attached Settlement Agreement, which is incorporated by reference.

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

A Fairness Hearing was held on November 27, 2019, 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 Classes, and without prejudice as to all persons who timely and validly excluded themselves from the Settlement Classes.

Accordingly, IT IS HEREBY ORDERED that:

1 1. The Settlement Classes are defined as:

2 a) “California Settlement Class” means all persons or entities who purchased or
3 leased a Ford or a Lincoln vehicle in California from Ford Motor Company or
4 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.

5 b) “Massachusetts Settlement Class” means all persons or entities who purchased or
6 leased a Ford or a Lincoln vehicle in Massachusetts from Ford Motor Company or
7 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.

8 c) “New Jersey Settlement Class” means all persons or entities who purchased or
9 leased a Ford or a Lincoln vehicle in New Jersey from Ford Motor Company or
10 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.

11 d) “North Carolina Settlement Class” means all persons or entities who purchased or
12 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
13 vehicle was equipped with a MyFord Touch or MyLincoln Touch in-vehicle
information and entertainment system.

14 e) “Ohio Settlement Class” means all persons or entities who purchased or leased a
15 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
16 with a MyFord Touch or MyLincoln Touch in-vehicle information and
entertainment system.

17 f) “Virginia Settlement Class” means all persons or entities who purchased or leased
18 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
19 equipped with a MyFord Touch or MyLincoln Touch in-vehicle information and
entertainment system.

20 g) “Washington Settlement Class” means all persons or entities who purchased or
21 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
22 was equipped with a MyFord Touch or MyLincoln Touch in-vehicle information
and entertainment system.

23 2. Excluded from all of the Settlement Classes are: (1) all federal court judges who have
24 presided over this case and any members of their immediate families; (2) all entities and
25 natural persons that elect to exclude themselves from the Settlement Classes; (3) all
26 entities and natural persons that have litigated claims involving MFT against Ford to final
27 judgment; (4) all entities and natural persons who, via a settlement or otherwise, delivered
28 to Ford releases of their claims involving MFT; (5) Ford’s employees, officers, directors,

- 1 agents, and representatives, and their family members; and (6) all entities and natural
2 persons who submitted a valid request for exclusion following the Notice of Pendency of
3 Class Action and did not revoke his exclusion and re-enter the Settlement Classes.
- 4 3. The Court finds that the Class Notice was the best practicable notice under the
5 circumstances, and has been given to all Settlement Class Members known and reasonably
6 identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil
7 Procedure and due process.
- 8 4. The Court approves the terms of the Settlement Agreement as fair, reasonable, and
9 adequate as it applies to the Settlement Classes, and directs consummation of all its terms
10 and provisions.
- 11 5. The Court awards a Service Award of \$9,000 for each of the 19 Named Plaintiffs
12 (Jennifer Whalen, Center for Defensive Driving, Jason Connell, William Creed, Joe
13 D’Aguanno, Michael Ervin, Daniel Fink, Leif Kirchoff, Joshua Matlin, Jeffrey Miller,
14 Henry Miller-Jones, Jerome Miskell, Debra J. Mitchell, as Trustee of the Thomas E.
15 Mitchell Living Trust, Nuala Purcell, Russ Rizzo, Jose Randy Rodriguez, James Sheerin,
16 Darcy Thomas-Maskrey, and Richard Decker Watson), and directs Ford to pay such
17 amounts to the Named Plaintiffs through Class Counsel. Class Counsel’s Fee and Expense
18 Application and the allocation of the Service Award is addressed in a separate Order.
- 19 6. The Settlement Agreement shall be binding on Ford and all Plaintiffs, including all
20 members of the Settlement Classes who have not been excluded pursuant to the
21 Settlement Agreement.
- 22 7. The Court dismisses on the merits and with prejudice *In re MyFord Touch Consumer*
23 *Litigation*, Case No. 3:13-cv-03072-EMC (N.D. Cal.). In addition, the Court also
24 dismisses all claims which any Settlement Class Members alleged or could have alleged in
25 any complaint, action, or litigation based upon based on alleged malfunctions of the MFT
26 in Class vehicles.
- 27 8. Upon the Effective Date of the Settlement, the Named Plaintiffs and each Settlement
28 Class Member shall be deemed to have, and by operation of this Final Order and

1 Judgment shall have, released, waived and discharged Ford Motor Company, its past or
2 present administrators, agents, assigns, associates, attorneys, Authorized Ford Dealers, co-
3 insurers, controlling shareholders, directors, employees, insurers, joint ventures, licensees,
4 managing agents, officers, parents, partners (which include, but are not limited to,
5 BSquare Corporation and Microsoft Corporation), principals, re-insurers, related or
6 affiliated entities, reorganized successors, successors, subsidiaries, underwriters, and
7 vendors from any and all other claims, demands, actions, causes of action of any nature
8 whatsoever, including, but not limited to, any claim for violations of federal, state, or
9 other law (whether in contract, torts, or otherwise, including statutory and injunctive
10 relief, common law, property, warranty, Lemon Law, and equitable claims), and also
11 including Unknown Claims, that relate to malfunctions of the MFT in Ford and Lincoln
12 vehicles sold or leased by an Authorized Ford or Lincoln dealership before August 9,
13 2013 and which are asserted or brought against any of the Released Parties in the
14 Litigation. Excluded from the Released Claims are individual claims seeking damages for
15 an alleged personal injury caused by a malfunction of the MFT.

- 16 9. All members of the Settlement Classes who did not request exclusion from the Settlement
17 Classes in the time and manner provided in the Class Notice are hereby barred,
18 permanently enjoined, and restrained from commencing or prosecuting any action, suit,
19 proceeding, claim, or cause of action in any jurisdiction or court against Ford or any of the
20 other entities or persons who are to be discharged as noticed above in Paragraph 7, based
21 upon, relating to, or arising out of, any of the matters which are discharged and released
22 pursuant to Paragraph 8 hereof. Identification information about Settlement Class
23 Members who effectively excluded themselves from the Class is attached as Exhibit ____
24 to this Order.
- 25 10. If either (a) the Effective Date of Settlement does not occur for any reason whatsoever, or
26 (b) the Settlement Agreement becomes null and void pursuant to the terms of the
27 Settlement Agreement, this Final Order and Judgment shall be deemed vacated and shall
28 have no force or effect whatsoever.

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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 Classes as defined above, and the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement. The Clerk is directed to enter this Final Order and Judgment forthwith.

Dated: _____, 20____

Hon. Edward M. Chen
U.S. District Judge