

## **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:

- 1) Model Year 2015-2018 Ford F-150 trucks;
- 2) Model Year 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks; or
- 3) 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 May 4, 2020, and \$200 for repairs completed between May 4, 2020 and May 4, 2021. Settlement Class Members who have experienced dissatisfaction with door latch performance in their Class Vehicle before May 4, 2020 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.

<b>SUBMIT A CLAIM</b>	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 May 4, 2020 or for dissatisfaction with door latch performance must be submitted by November 30, 2020. Claims for expenses incurred in connection with repairs completed between May 4, 2020 and May 4, 2021 must be submitted by the later of November 30, 2020 or 30 days after the repair.
<b>ASK TO BE EXCLUDED</b>	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 November 2, 2020.
<b>OBJECT OR COMMENT</b>	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 November 2, 2020.
<b>DO NOTHING</b>	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.

1. Your options are explained in this notice. To ask to be excluded or file an objection, you must act before November 2, 2020.
2. **Any questions? Read below or visit [www.FSeriesDoorLatchSettlement.com](http://www.FSeriesDoorLatchSettlement.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 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 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 owns or leases (or who in the past owned or leased) one of the following vehicles purchased or leased in the United States:

1. Model Year 2015-2018 Ford F-150 trucks;
2. Model Year 2017-2018 Ford F-250, F-350, F-450, and F-550 trucks; or
3. 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.

**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.FSeriesDoorLatchSettlement.com](http://www.FSeriesDoorLatchSettlement.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 December 2, 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.FSeriesDoorLatchSettlement.com/VINlookup](http://www.FSeriesDoorLatchSettlement.com/VINlookup).

**Reimbursement of Costs of Past Door Latch Repairs:** Settlement Class Members who submit a timely valid claim establishing that, prior to May 4, 2020, 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 May 4, 2020 and May 4, 2021, 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 May 4, 2020, they experienced Dissatisfaction with Door Latch Performance will receive up to \$10.

### **13. How do I file a claim?**

To file a claim, you should visit the settlement website at [www.FSeriesDoorLatchSettlement.com](http://www.FSeriesDoorLatchSettlement.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 November 2, 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 November 2, 2020. Your exclusion communication must include:

1. Your full name, address, and telephone number;
2. The model, model year, and vehicle identification number of your Class Vehicle(s);
3. An explicit and unambiguous desire to be excluded from the Settlement Class in *Kommer v. Ford Motor Company*; and
4. 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, c/o JND Legal Administration, P.O. Box 91333, Seattle, WA 98111 by November 2, 2020.

## **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 November 2, 2020. Your written objection must include:

1. The case name and number (*Brandon Kommer v. Ford Motor Company*, 1:17-cv-00296-LEK-DJS);
2. Your full name, address, and telephone number;
3. 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);
4. A written statement of all grounds for the objection, accompanied by any legal support for the objection;
5. Copies of any papers, briefs, or other documents upon which the objection is based;

6. 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;
7. The name, address, email address, and telephone number of every attorney representing you; and
8. 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 November 2, 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**

<b>21. What is the Fairness Hearing?</b>
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A hearing will be held before Judge Lawrence E. Kahn of the U.S. District Court for the Northern District of New York on December 2, 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**

<b>22. Do I need to file a claim? What happens if I do nothing at all?</b>
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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**

<b>23. Is more information on the Settlement available?</b>
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This Notice summarizes the proposed Settlement. For precise terms and conditions of the Settlement, please read the Settlement Agreement, which is available at [www.FSeriesDoorLatchSettlement.com](http://www.FSeriesDoorLatchSettlement.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.**