

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

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

- Plaintiffs have sued Ford Motor Company alleging that certain Ford and Lincoln vehicles sold and leased before August 9, 2013 were equipped with defective MyFord Touch or MyLincoln Touch (“MFT”) information and entertainment systems.
- The purpose of this notice is to inform you that the Court has allowed certain of Plaintiffs’ claims against Ford to proceed on a class-wide basis, which may affect your rights.
- The Court has not yet decided whether Ford did anything wrong. There are no benefits available at this time and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now.

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

<b>Legal Rights and Options</b>	
<b>DO NOTHING</b>	<b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b>  By doing nothing, you keep the possibility of getting benefits that may come from a trial or a settlement. But you give up any rights to sue Ford separately about the same legal claims in this lawsuit. If Ford receives a favorable ruling in future proceedings in this case, you will be bound by it.
<b>ASK TO BE EXCLUDED BY FEBRUARY 5, 2018.</b>	<b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b>  If you ask to be excluded, and benefits are later awarded against Ford, you won’t share in those. But you keep any rights to sue Ford separately about the same legal claims in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must complete, sign, and mail the attached Exclusion Request Form before February 5, 2018.
- Plaintiffs must prove their claims against Ford at trial and through pretrial motions, including a motion for summary judgment. The trial is scheduled for May 11, 2018. If benefits are eventually obtained from Ford in this lawsuit, another notification will be distributed about any recovery.
- **Any questions? Read below, or visit [www.MyFordTouchClassAction.com](http://www.MyFordTouchClassAction.com).**

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

Ford's records or records of state departments of motor vehicles show that you purchased or leased a Ford or Lincoln vehicle equipped with MFT from a Ford or Lincoln dealer before August 9, 2013 in one of the states as to which classes have been certified. This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the case proceeds. The case is to decide whether the claims being made against Ford, on your behalf, are correct. 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; 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, and the rearview camera or 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 yet decided whether Ford did anything wrong.

### **3. 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.

### **4. Why is this lawsuit a class action?**

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

	<u><b>CERTIFIED STATE</b></u>	<u><b>CLAIMS CERTIFIED</b></u>
1.	California	<ul style="list-style-type: none"> <li>• Breach of implied warranty under state law</li> <li>• Breach of express warranty under state law</li> <li>• Unfair Competition Law, Cal. Bus. &amp; Prof. Code §§ 17200 <i>et seq.</i> (to the extent it is predicated on bases other than fraud)</li> </ul>
2.	Colorado	<ul style="list-style-type: none"> <li>• Strict product liability</li> </ul>
3.	Massachusetts	<ul style="list-style-type: none"> <li>• Massachusetts Consumer Protection Act, Chapter 93A § 9 of General Laws</li> <li>• Breach of implied warranty under state law</li> </ul>
4.	New Jersey	<ul style="list-style-type: none"> <li>• Breach of implied warranty under state law</li> </ul>
5.	North Carolina	<ul style="list-style-type: none"> <li>• Breach of implied warranty under state law</li> </ul>
6.	Ohio	<ul style="list-style-type: none"> <li>• Breach of implied warranty in tort</li> <li>• Common law negligence</li> </ul>
7.	Virginia	<ul style="list-style-type: none"> <li>• Breach of implied warranty under state law</li> </ul>
8.	Washington	<ul style="list-style-type: none"> <li>• Breach of express warranty under state law</li> </ul>

More information about why the Court is allowing this lawsuit to be a class action is in the Court's Orders (1) Granting In Part and Denying In Part Plaintiffs' Motion for Class Certification and (2) Denying Plaintiffs' Motion for Reconsideration and Granting Defendant's Motion for Reconsideration, both of which can be accessed at [www.MyFordTouchClassAction.com](http://www.MyFordTouchClassAction.com).

### **THE CLAIMS IN THE LAWSUIT**

#### **5. 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 eight 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.

## **6. How does Ford respond?**

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

## **7. Has the Court decided who is right?**

The Court has not decided whether Plaintiffs or Ford is correct. By establishing the Classes and issuing this Notice, the Court is not suggesting that Plaintiffs will win or lose this case. Plaintiffs must prove their claims through summary judgment and at a trial. The trial is scheduled for May 11, 2018.

## **8. What are Plaintiffs asking for?**

Plaintiffs are asking the Court to find, among other things, that MFT is defective and that Ford breached certain warranties and otherwise acted unlawfully. Plaintiffs seek an award of damages, restitution and other relief to compensate them for having purchased vehicles with allegedly defective MFT.

## **9. Are there any benefits available now?**

No benefits are available now because the Court has not yet decided whether Ford did anything wrong, and the two sides have not settled the case. There is no guarantee that benefits will ever be obtained. If benefits become available, and you have not excluded yourself from the Classes, another notification will be distributed about the available benefits.

## **WHO IS IN THE CLASSES**

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

## **10. 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”), for claims for breach of the implied warranty of merchantability, violation of the Song-Beverly Act for Breach of Express Warranty, violation of the Song-Beverly Act for breach of the Implied Warranty of Merchantability, and violation of California’s Unfair Competition Law to the extent it is predicated on bases other than fraud.

**Colorado:** All persons or entities who purchased or leased a Ford or a Lincoln vehicle in Colorado 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 (“Colorado Class”), for a claim of strict product liability.

**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”), for a claim for violation of the Massachusetts Consumer Protection Act § 9 and breach of the implied warranty of merchantability.

**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”), for a claim for breach of the implied warranty of merchantability.

**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”), for a claim for breach of the implied warranty of merchantability.

**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”), for claims for breach of implied warranty in tort and negligence.

**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”), for a claim for breach of the implied warranty of merchantability.

**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”), for a claim for breach of express warranty.

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

**11. 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 a Ford or Lincoln dealer in one of the eight 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.

**12. 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](http://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 (do nothing right now) or ask to be excluded before the trial. You have until February 5, 2018, to exclude yourself.

**13. What happens if I do nothing at all?**

You do not have to do anything now if you want to remain a Class Member and retain the possibility of receiving benefits from this lawsuit. If you fall within a class definition above, **by doing nothing you are staying in the Classes**. If you stay in the Classes and Plaintiffs obtain benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether Plaintiffs win or lose the case, you will not be able to sue, or continue to sue, Ford—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the orders the Court issues and judgments the Court makes in this class action.

**14. Why would I ask to be excluded?**

If you already have a 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 lawsuit even if Plaintiffs obtain them as a result of the trial or from any settlement (that may be reached) between Ford and Plaintiffs.

If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action. 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.

## **15. How do I ask the Court to exclude me from the Classes?**

To ask to be excluded, you must complete the attached Exclusion Request Form and submit it by U.S. Mail by February 5, 2018, to MyFord Touch Consumer Litigation Notice Administrator, PO Box 6878, Broomfield, CO 80021. Be sure to sign the form and complete all required information. The form can be found at [www.MyFordTouchClassAction.com](http://www.MyFordTouchClassAction.com).

### **THE ATTORNEYS REPRESENTING YOU**

## **16. Do I have an attorney in this case?**

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

## **17. 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. You may make an appearance in the case through another attorney if you choose. If you wish to pursue your own case separate from this one, you will need to file a request for exclusion. If you do so, you will need to decide whether to hire your own attorney.

## **18. How will Class Counsel be paid?**

If Class Counsel obtain benefits for the Classes, they will ask the Court for fees and expenses. You will not have to pay these fees and expenses. If the Court grants Class Counsel’s request, the fees and expenses would either be deducted from any benefits obtained for the Classes or paid separately by Ford.

### **THE TRIAL**

The Court has scheduled a trial for May 11, 2018. It is possible that the Court may be able to decide the case on pre-trial motions, such as a motion for summary judgment. Unless the case is otherwise resolved, a trial will begin on May 11, 2018.

## **19. How and when will the Court decide who is right?**

As long as the case is not resolved by a settlement or otherwise, Class Counsel will have to prove the claims through pre-trial motions and at a trial. During these processes, the Court or jury will hear all of the evidence to help them reach a decision about whether Plaintiffs or Ford are right about the claims in this lawsuit. There is no guarantee that Plaintiffs will win or that they will get any benefits for the Classes.

## **20. Do I have to come to the trial?**

No, you do not need to attend any trial. Class Counsel will present the case for Plaintiffs and the Classes, and Ford will present its defenses.

**21. Will I get benefits after the trial?**

If at some point Plaintiffs obtain benefits as a result of the trial, pre-trial motions, or a settlement, and you did not exclude yourself from the Classes, another notice will be distributed with information about how to participate. We do not know how long this will take.

**GETTING MORE INFORMATION**

**22. Are more details available?**

Copies of the Court’s Orders (1) Granting In Part and Denying In Part Plaintiffs’ Motion for Class Certification and (2) Denying Plaintiffs’ Motion for Reconsideration and Granting Defendant’s Motion for Reconsideration can be accessed on the case website, [www.MyFordTouchClassAction.com](http://www.MyFordTouchClassAction.com). In addition, a copy of the operative complaint and the Court’s rulings on various motions to dismiss filed by Ford are also accessible on the website.

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

*Court Appointed Class Counsel*

STEVE W. BERMAN CATHERINE Y.N. GANNON TYLER WEAVER CRAIG SPIEGEL HAGENS BERMAN SOBOL SHAPIRO LLP 1918 Eighth Avenue, Suite 3300 Seattle, Washington 98101 Telephone: (206) 623-7292 steve@hbsslaw.com catherineg@hbsslaw.com tyler@hbsslaw.com craigs@hbsslaw.com	ADAM J. LEVITT JOHN E. TANGREN DICELLO LEVITT & CASEY LLC Ten North Dearborn Street Eleventh Floor Chicago, Illinois 60602 Telephone: (312) 214-7900 alevitt@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 & TIKELLIS 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 the Court.**



UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

*In re: MyFord Touch Consumer Litigation*, Case No. 3:13-cv-03072-EMC

Exclusion Request Form

If you wish to exclude yourself (or opt-out) from this lawsuit, please fill out and return this form by February 5, 2018. It must be postmarked by this date in order to be considered, and mailed via U.S. Mail to the following address MyFord Touch Consumer Litigation Notice Administrator, PO Box 6878, Broomfield, CO 80021.

If you exclude yourself from the Classes by filling out and timely returning this form, you will not get any benefits from this lawsuit even if Plaintiffs obtain them as a result of the trial or from any settlement (that may be reached) between Ford and Plaintiffs. You will also not be legally bound by the Court's judgments in this class action. 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.

To ask to be excluded, please fill out the information below and submit it by February 5, 2018.

(a) Please state your name and mailing address:

\_\_\_\_\_.

(b) Please state the make and model of your vehicle(s) affected by this lawsuit:

\_\_\_\_\_.

(c) Please state when and from whom you purchased your vehicle(s):

\_\_\_\_\_.

(d) Please state the Vehicle Identification Number(s), or VIN, of this vehicle(s):

\_\_\_\_\_.

(e) Please confirm that, by signing below, you believe you are a Class Member, and you wish to be excluded from the lawsuit.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Please return by February 5, 2018 to:**

***MyFord Touch Consumer Litigation Notice Administrator  
PO Box 6878  
Broomfield, CO 80021***