

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:14-cv-61344-WPD

ANGELA SANCHEZ KNUTSON,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

**FINAL ORDER AND JUDGMENT**

On November 21, 2016, 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 Class. *See* [DE 434]. All capitalized terms used in this Order have the meaning as defined in the Settlement Agreement, which is attached hereto as Composite Exhibit 1 and incorporated herein by reference.

On February 21, 2017, the Court preliminarily approved an amendment to the proposed Settlement Agreement that increases the maximum reimbursement Ford will pay for certain post-warranty Exhaust Odor Repairs from \$125 to \$175. *See* [DE 437]. The Court also approved changes to the Short Form Class Notice and Long Form Class Notice to reflect this amendment, as well as certain technical and ministerial edits to those notices. *See* [DE 437].

On March 2, 2017, the Court approved a revision to the Short Form Class Notice so that it contained a more explicit reference to the New Exhaust Odor TSB. *See* [DE 439].

Following the dissemination of Class Notice, Settlement Class Members were given an opportunity to either (a) request exclusion from the Settlement Class, or (b) object to the

Settlement Agreement (including Class Counsel's request for fees and expenses and the Named Plaintiff's and Unnamed Plaintiffs' collective application for a Service Award).

A Fairness Hearing was held on June 14, 2017, 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, the Objections of Gabi S. Canales [DE 457] and of David Schiesser and Matthew Helton [DE 458] should be overruled, and the Litigation dismissed with prejudice as to all Settlement Class Members who have not excluded themselves from the Settlement Class, and without prejudice as to all persons who timely and validly excluded themselves from the Settlement Class.

Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows:

The prior conditional certification of the Settlement Class is hereby confirmed and made final for purposes of the Settlement Agreement as approved by this Order. The Settlement Class is defined as:

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.

1. The Court hereby finds and concludes that personal Class Notice has been given to all Settlement Class Members known and reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

2. The Court hereby approves the terms of the Settlement Agreement as fair, reasonable, and adequate as it applies to the Settlement Class, and directs consummation of all its terms and provisions. In arriving at this conclusion, the Court has considered whether there was fraud or collusion in reaching the Settlement as well as the following six factors set forth by the Eleventh Circuit in *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984):

- a. the likelihood of success at trial;
- b. the range of possible recovery;
- c. the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable;
- d. the complexity, expense and duration of litigation;
- e. the substance and amount of opposition to the settlement;
- f. the stage of proceedings at which the settlement was achieved.

3. Before considering these six factors, the Court must first determine whether there was "fraud or collusion in arriving at the settlement." *Id.* The Court concludes that there was none. The Settlement was reached only after two years of litigation, and the negotiations conducted over several months were adversarial and overseen by one of the top mediators in the United States, Rodney Max of Upchurch, Watson, White & Max Mediation Group, Inc., who himself supports the Settlement, as do Class Counsel and counsel for Ford. *See* Declaration of Rodney Max [DE 462-3] at ¶¶ 10-21; Declaration of Jordan M. Lewis [DE 462-1] at ¶ 3;

Declaration of Brian C. Anderson [DE 463-3] at ¶ 11. Max has provided undisputed testimony demonstrating that the settlement was a product of good faith, arms-length negotiations overseen by a highly respected mediator. *See* Declaration of Rodney Max [DE 462-3] at ¶¶ 10-21. “Parties colluding in a settlement would hardly need the services of a neutral third party to broker their deal.” *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at \*11 (S.D. Fla. Sept. 14, 2015). Further, the parties were careful to negotiate the benefits to the Settlement Class prior to, and separately from, subsequent negotiations over attorneys’ fees.

4. Having concluded that there was no fraud or collusion in reaching the Settlement, the Court proceeds to consider it in light of the six-factor test set forth in *Bennett*. Regarding the first factor, although the Litigation had partially survived Ford’s substantive and procedural motion challenges to it, and was ready for trial at the time it settled, it nevertheless faced difficult hurdles to success. Ford’s fairness brief points out that Plaintiff’s trial case rested on just one claim, FDUPTA, with all other claims having been dismissed or denied certification earlier in the proceedings, *see* [DE 347]; that this Court had granted motions for summary judgment and *in limine* motions barring allegations and evidence of safety risk from the case, *see* [DE’s 358, 402]; that Ford would have presented evidence that the Exhaust Odor problem affects only a small percentage of Class Vehicles, often is confused with unrelated odors, and can be effectively repaired the large percentage of the time; and that Ford would have denied and/or refuted allegations that it violated FDUPTA by either misrepresenting characteristics of the Class Vehicles in its marketing and advertising, or by failing to disclose material facts about the Class Vehicles that it had a legal duty to disclose. Ford further notes that the individual claim of the Class Representative in this case presented idiosyncratic facts relevant to causation of her vehicle’s Exhaust Odor problem that may have led to a defense verdict on that claim and

therefore, by operation of the class action device, the claims of all other class members in Florida. Ford also notes that, had it not prevailed at trial, it would have appealed a number of the Court's substantive and procedural pre-trial rulings, including class certification and issues regarding damages models permitted by the Court. Noting the existence of other putative single-state class actions filed by Class Counsel and others, Ford also advises that several of those cases were dismissed or denied class certification, and that class action litigation had only been brought on behalf of the residents of nine states. Plaintiff's fairness brief identifies challenges she would have faced persuading the jury to award the substantial sum of damages sought using a diminution-in-value focused damages model, and defending any such award on appeal.

5. Without ruling on the merits of such assertions here, the Court agrees that these issues presented serious risks to Plaintiff's success both in this Court and in the appellate courts. For these reasons, the Court finds that an assessment of the reasonableness of the benefits proposed by the Settlement should be performed in recognition of the substantial possibility that continued litigation in this and other Courts would have resulted in no classwide recovery.

6. Regarding the second and third factors, the Court finds that the Settlement will result in a recovery that is fair in light of the likely outcome of the litigation. With Ford having issued a new Technical Service Bulletin in December 2016 containing the latest procedures to correct Exhaust Odor problems, the Settlement required Ford to directly inform all current and former owners and lessees of the Class Vehicles nationwide about the Exhaust Odor issue and the existence of a Ford repair procedure. Owners of Class Vehicles that are currently experiencing Exhaust Odor and are still under warranty are thereby reminded to take their vehicle to an Authorized Ford Dealer for a free repair(s). The Settlement incentivizes owners or lessees of Class Vehicles that are currently experiencing Exhaust Odor, yet are no longer under

warranty, to nevertheless obtain repair(s) by establishing a straightforward claims procedure by which they can obtain partial reimbursements of the out-of-pocket costs of such repair(s) (potentially up to \$675). The Settlement sensibly establishes different reimbursement caps and different periods of eligibility for subsidized post-warranty repairs to different Settlement Class Members based on the relative strength of their claims, with Settlement Class Members that experienced a diagnosed Exhaust Odor problem during their warranty coverage period, yet are still having a problem, receiving more generous benefits than those that never experienced a problem during their warranty coverage period, and therefore have weaker (if any) legal claims against Ford.

7. Regarding the fourth factor, the Court finds that the litigation has been, and would continue to be complex, lengthy, and expensive. The litigation had been actively pursued for over two years by the time it settled, involved the exchange of over 100,000 pages of evidence, 22 depositions, numerous motions, and an interlocutory appeal. Trial was scheduled to last two weeks and, had Plaintiff prevailed, Ford likely would have appealed a variety of issues, taking at least the better part of another year before any final resolution was reached. Moreover, as Plaintiff notes, the *Sanchez-Knutson* action was just one of nine single-state actions filed in various federal district courts, and her counsel incurred nearly all of the more than \$700,000.00 in out-of-pocket expenses prosecuting the *Sanchez-Knutson* action alone. While some of these actions have been dismissed along the way, others remain pending and presumably would have resumed on an active litigation path if this nationwide class Settlement was not approved. Further, the factual issues presented by Plaintiff's allegation regarding the existence of an alleged design defect permitting Exhaust Odor to enter the passenger compartment of Class Vehicles are

exceedingly complex, requiring elaborate evidentiary proceedings and expert testimony to debate issues of liability and damages before the Court and jury.

8. Regarding the fifth factor, the Court finds that reaction to the Settlement has been positive, with an exceedingly small number of Settlement Class Members objecting to or requesting exclusion from the Settlement. Out of the approximately 1.25 million Class Members and approximately 880,000 vehicles at issue, only three individuals submitted purported objections to the Settlement. Only 86 Settlement Class Members validly requested exclusion from the Settlement.

9. Regarding the sixth factor, the Court finds that the Parties to this case have engaged in significant adversarial discovery and motions practice, are well-informed about the strengths and weaknesses of their respective litigation positions, and are therefore well-positioned to negotiate a Settlement that reasonably reflects the strength and weaknesses of the Litigation.

10. Based upon the foregoing, having considered the issue of whether there was fraud or collusion in arriving at the settlement and having considered the six *Bennett* factors, the Court finds that the Settlement Agreement is fair, reasonable, and adequate as it applies to the Settlement Class.

### ***The Objections are overruled***

The Court now turns to the Objections raised by the three Objectors. The Court will first analyze the standing of each Objector and then discuss the substance of the Objections and the reasons the Court is overruling same.<sup>1</sup>

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<sup>1</sup> The Court's reasoning for overruling the substance of the objections has been largely discussed above in the Court's analysis of the relevant factors in determining the settlement's fairness. *See supra* at ¶¶ 1-10. Therefore much of the discussion may be repetitive.

11. **Gabi S. Canales.**

a. Class Member Gabi S. Canales is represented by Christopher Bandas. Mr. Bandas refused to comply with the requirement, set forth in this Court's Preliminary Approval Order [DE 434] to list all cases in which the objector and/or his/her counsel has lodged objections within the last five years. *See* [DE 457 at p. 4]. The Court rejects Ms. Canales' argument that the Court's requirement violates her (and other Settlement Class Members') due process right to object to the Settlement. The disclosure-of-other-settlement-objections requirement exists to help the Court's consideration of the substance-and-amount-of-opposition factor of the *Bennett* test. The Preliminary Approval Order's required disclosure provides information this Court needs to help it evaluate whether the objector's criticisms of the Settlement are the sincere views of an interested Class Member that may likewise reflect the views of other Settlement Class Members, or are instead contrived arguments fashioned by "professional objector" lawyers that do not reflect Settlement Class members' views, but are instead potentially fashioned in attempt to leverage payments to themselves from Class Counsel in exchange for withdrawing such objections or declining to appeal from any settlement approval order on behalf of their client. Plaintiff and Ford have presented the Court with information indicating that Ms. Canales' counsel, Mr. Bandas, is widely known in the federal courts for engaging in this practice, which interferes with, rather than advances, the legitimate interests of class members to promptly obtain the benefits of any class settlement the Court determines to be fair and reasonable. *See* [DE 462 at p. 12; DE 463-5, Ex. A]. Moreover, Mr. Bandas has made this same due process argument against a similar requirement of objectors to disclose their prior record of objections and has been overruled. *See DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 316 (W.D. Tex. 2007). Based upon Mr.

Bandas' refusal to comply with this requirement, Class Counsel and Ford request that the Court find that Ms. Canales is foreclosed from seeking review of the Settlement in this Court or on appeal. See *In re Ford Motor Co. Spark Plus & Three Valve Engine Prod. Liab. Litig.*, 2016 WL 6909078, at \*5 (N.D. Ohio Jan. 26, 2016) (objector Kron "could be foreclosed from presenting his objection as a result of his deliberate refusal to comply with this Court's Order regarding the information a valid objection must contain"); *In re Navistar Diesel Engine Prods. Liab. Litig.*, 2013 WL 10545508, at \*5 (N.D. Ill. July 3, 2013) ("Of the persons who filed objections or letters commenting on the settlement, the Court finds that only Robert G. Burrell fulfilled the preliminary approval order's requirements to assert objections. These requirements are necessary for the Court to determine whether the purported objector has standing to object and to evaluate the credibility of the stated objection . . . the Court is of the view that all persons other than objector Burrell should be foreclosed from seeking any review of the settlement by appeal or otherwise, due to their non-compliance with the terms of the preliminary approval order."). However, upon careful consideration, the Court finds that precluding from consideration Ms. Canales' objections to the fairness of the settlement based upon this failure by Mr. Bandas, albeit deliberate, is too harsh a penalty, particularly in light of the fact that it was easy for Class Counsel to quickly confirm that Mr. Bandas is listed as an objector or as objector's counsel in dozens of published cases on LEXIS and Mr. Bandas is listed as an objector in 69 cases – the most recorded – at [www.serialobjector.com](http://www.serialobjector.com). See [DE 462] at pp. 11-12. Accordingly, the Court will consider Ms. Canales' objections.

b. Ms. Canales primary objections are to the approximately \$5 million in attorneys' fees and costs set forth in the fee petition. She argues that the allocation of the amount of

attorneys' fees compared to the amount likely to be actually paid to the class is unfair. However, the fee petition properly relies on the potential settlement value, not on whether class members decide to participate. She also argues that the "clear sailing" provision – that Ford will not object to the fee petition, and the "kicker arrangement" – the fact that any fees not awarded to class counsel remain in the hands of Ford, are red flags. However, the Court disagrees with Canales that the compensation to the attorneys reduced the settlement to the class members. Fees were incurred in eight (8) class cases, the attorneys' hourly rates are not excessive, the fees and costs were sufficiently documented, and the multiplier is not above the lodestar – in fact, it is approximately 1 now and will only go down as additional attorney work continues in effectuating the settlement. Further, as the Court is granting the fee petition, no fees will revert to Ford, rendering that objection moot. Additionally, the Court finds no good reason for the Court to supervise fee allocation amongst counsel in this case. Ms. Canales also objects on the grounds that the claims period for class members who made repairs beyond warranty (no later than 60 days after the Effective Date of the Settlement or 60 days after the expiration of the warranty, whichever is later) is too short. Class Counsel and Ford respond that this timeframe is useful for encouraging Class Members to act, and that the present time is when there is the most widespread public information about the Exhaust Odor. The Court agrees with this explanation. Lastly, the Court rejects the objection to the Better Business Bureau "BBB" Auto Line program for purposes of mediation and arbitration of claims in the event of inability to repair after the repair(s) are performed. Ford will pay all costs of the BBB mediation/arbitration process and the Class Member may recover all damages that the law allows including, potentially, a vehicle buyback.

**12. David Schiesser and Matthew Helton**

a. Class Member David Schiesser was the named plaintiff in a parallel action in the federal court of Illinois which was dismissed with prejudice on April 6, 2017 and not appealed. *See Schiesser v. Ford Motor Co.*, No. 16 C 730, 2017 WL 1283499 (N.D. Ill. Apr. 6, 2017). Accordingly, although a Class Member, he is not aggrieved by the Settlement and thus lacks standing to object to the Settlement's terms because his legal interests would not be adversely affected by the Court's approval of the Settlement and dismissal and release of all Settlement Class Members' claims—Mr. Schiesser presently has no claims involving Exhaust Odor that can be affected by this Court's ruling because his claims have already been dismissed with prejudice. *See In re: Cathode Ray Tube (Crt) Antitrust Litig.*, 2016 WL 3648478, at \*23 (N.D. Cal. July 7, 2016) (“Simply being a member of a class is not enough to establish standing [to object]. One must be an aggrieved class member.”). Because his own case has been dismissed with prejudice and his 3 year/36,000 mile warranty has expired, if the Court were to reject the present Settlement, returning the parties to their *status quo ante*, Mr. Schiesser would have no recourse in the courts with regard to alleged Exhaust Odor problems with his vehicle. *Chauvin v. State Farm Mutual Automobile Insurance Co.*, No. 06–7145, 2007 WL 2903321 (E.D. La. 2007), upon which Mr. Schiesser relies to assert that he could still bring individual claims against Ford under breach of contract theories, is distinguishable. Under *Chauvin*, as an exception to general *res judicata* principles, “plaintiffs are not barred from prosecuting their individual claims that are distinct from their class claims, involve different factual inquiries and legal standards, were not previously adjudicated, and when Rule 23 efficiency concerns apparently motivated the assertion of only putative class claims.” *Id.* at \* 7. Here however, even if the Court assumes that Rule 23 efficiency concerns motivated the assertion of only putative class claims in Schiesser's case

against Ford, Schiesser's suggested remaining individual breach of contract claims do not fit the *Chauvin* standard, as Schiesser already brought claims for breach of express warranty in his Illinois action, which the district court analyzed under Illinois contract law principles and dismissed with prejudice. *See Schiesser*, 2017 WL 1283499, at \*2-4. Accordingly, as one who has thus "suffered no injury likely to be redressed by a favorable decision," Mr. Schiesser lacks standing to object to the Settlement's terms. *See Valley Forge Christian Coll. v. Americans United for Separation of Church & State, Inc.*, 454 U.S. 464, 472 (1982); *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 566-71 (1992)).

b. Objector Matthew Helton appears not to be a member of the Settlement Class inasmuch as vehicle registration information attached to his objection [DE 458-2], and vehicle lease information submitted by Ford [DE 463-5 at 3], indicates that he is neither the lessee nor the registered owner of a Class Vehicle. Supplemental declarations filed by Mr. Helton and his wife Xiomara Secoff Helton [DE's 464-1, 464-2] likewise do not establish Mr. Helton's status as a Settlement Class Member. Ms. Helton may legally sell the vehicle without Mr. Helton's knowledge or consent. That the vehicle owned by his wife would be considered marital property in South Carolina for purposes of division of assets in a divorce proceeding does not render Mr. Helton the owner of the vehicle. He accordingly also lacks standing to object. *Ass'n For Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 474 (S.D. Fla. 2002) (Gold, J.) ("[N]on-class members have no standing to object, pursuant to a Rule 23(e) notice directed to class members, to a proposed class settlement.").

c. Although Mr. Schiesser and Mr. Helton lack standing to object, the Court has nevertheless reviewed their jointly filed objections to see if they identify any respects in which the Settlement is unfair, unreasonable, or the product of collusion. The Court finds them

unpersuasive. Objectors Schiesser and Helton request that the Court deny the motion to approve the final settlement and command the parties to go back to mediation to get a better outcome for the class members. This is not a proper basis for an objection to a settlement. Ford has no obligation to mediate this case again. As with the Canales Objection, *supra*, the Court rejects the objection to the Better Business Bureau “BBB” Auto Line program for purposes of mediation and arbitration of claims in the event of inability to repair after the repair(s) are performed. Ford will pay all costs of the BBB mediation/arbitration process and the Class Member may recover all damages that the law allows including, potentially, a vehicle buyback. The Court also rejects these Objectors’ claim of a “reverse auction” in the settlement process, whereby a defendant picks most ineffectual class lawyers to negotiate a settlement with so that district court will approve a weak settlement to preclude other, better claims against the defendant. Here, the attorney representing Schiesser and Helton was unable to state a *prima facie* claim concerning the Explorer exhaust issue despite three attempts. *See Schiesser*, 2017 WL 1283499. Furthermore, this litigation had advanced significantly further – in fact to the eve of trial – than any other class action litigation over this issue. The Court reiterates that the unrebutted testimony demonstrates that the settlement was the product of good faith, arms-length negotiations overseen by a highly respected mediator. These Objectors incorrectly assert that the total of \$60,000 in payments to class representatives is not specified as to the amount to each representative. This is incorrect. *See* [DE 440] at p. 19. Additionally, the Court finds the allocation among the class representatives to be reasonable. The Objectors also allege problems with the Class Notice – that it provided insufficient information, was inadequate by not discussing the dangerousness of the exhaust odor problem, provided too short of a timeline, and that its release was overbroad, potentially including personal injury claims. The Court disagrees.

The Class Notice properly balanced the need to convey information with the detrimental effect of providing so much information that it would not be read; the Court had already granted Ford's motion in limine to exclude all evidence of and references to claims that the class vehicles are dangerous, *see* [DE 402]; the Court agrees with the explanation provided by Class Counsel and Ford for the timeframe, *see supra*; and the release expressly preserves Class Members' personal injury claims. Finally, the Court rejects the Objectors' contention that Class Members receive too little relief under the terms of the settlement. As the Court explained *supra* in its application of the *Bennett* factors, the Court finds that the Settlement will result in a recovery that is fair in light of the likely outcome of the litigation. That there are only approximately 100 opt-outs and 3 objectors out of 1,210,675 class notices mailed is strong evidence of settlement's fairness and reasonableness. The Court notes that Ford dealers will have an interest in performing as many TSB repairs as permitted. When this case settled on the eve of trial, both parties knew the strengths and weaknesses of the case. There were many problems and unresolved issues with the case at both the trial and appellate level, including Plaintiff's damages methodology. Ford had experts who maintained that damages were \$0. In light of the myriad uncertainties and of the risk of no recovery that this litigation presented, the Court believes that the Settlement provides reasonable benefits to Settlement Class Members.

### 13. Appellate Cost Bond

Federal Rule of Appellate Procedure 7 provides that "the district court may require an appellant to file a bond or provide other security in any form and amount necessary to ensure payment of costs on appeal." Fed. R. App. P. 7. It is within the Court's discretion to require an appeal bond pursuant to Rule 7 securing payment of costs on appeal. *Pedraza v. United Guaranty Corp.*, 313 F.3d 1323, 1328 (11th Cir. 2002). When deciding whether an appeal bond

is merited, “courts consider (i) the appellant’s financial ability to post a bond; (ii) the merits of the appeal; (iii) whether the appellant has shown any bad faith or vexatious conduct; (iv) the risk that the appellant would not pay appellee’s costs if the appeal is unsuccessful . . . ; and (v) the appellant’s attorney’s prior actions.” *In re Checking Account Overdraft Litig.*, No. 1:09-MD-02036-JLK, 2012 WL 456691, at \*2 (S.D. Fla. Feb. 14, 2012) (citations omitted). Here, having considered the relevant factors and having considered the argument of counsel, the Court determines that any Objector(s) filing an appeal shall be jointly and severally responsible for posting an appellate cost bond in the amount of \$2,500.00.

14. Conclusion

a. The Court awards a Service Award of \$60,000 total, and directs Ford to pay such amounts to the Named Plaintiff and Unnamed Plaintiffs through Class Counsel, to be distributed as shown in the table below.

<b>Individual(s)</b>	<b>Award</b>
Angela Sanchez-Knutson	\$26,500
James T. Cassidy & Faith H. Cassidy	\$7,500 (total)
Angela Dixon	\$7,500
Stephen J. Schondel & Linda King-Schondel	\$7500 (total)
William Cox & Corinna Cox	\$1,000 (total)
Lyliana Salinas	\$7,500
Michael Cunningham	\$500
Eliboro Valenzuela	\$1,000
Julianne Bruzina	\$500
Harvey Britton & Kathy Regenia Ford	\$500 (total)

b. The Settlement Agreement shall be binding on Ford and all Plaintiffs, including all members of the Settlement Class who have not been excluded pursuant to the Settlement Agreement.

c. The Court dismisses on the merits and with prejudice *Sanchez-Knutson v. Ford Motor Company*, Case No. 0:14-cv-61344-WPD (S.D. Fla.), and each and every Pending Proposed Class Action involving Exhaust Odor.

d. Upon the Effective Date of the Settlement, the Named Plaintiff, the Unnamed Plaintiffs, and each Settlement Class Member shall be deemed to have, and by operation of this Final Order and Judgment shall have, released, waived and discharged Ford Motor Company, their past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders from any and all other claims, demands, actions, causes of action of any nature whatsoever, including but not limited to any claim for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, and equitable claims), and also including Unknown Claims that were or could have been asserted against the Released Parties in the Litigation, or in any other complaint, action, or litigation in any other court or forum based on Exhaust Odor in the Class Vehicles. Excluded from the Released Claims are: (1) individual claims seeking damages for an alleged personal injury caused by Exhaust Odor, and (2) claims made pursuant to Section II.d of the Settlement Agreement that are presented to the Better Business Bureau AUTO LINE.

e. All members of the Settlement Class who did not duly request exclusion from the Settlement Class in the time and manner provided in the Class Notice are hereby barred, permanently enjoined, and restrained from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against Ford or any of the other

entities or persons who are to be discharged as noticed above in Paragraph 19, based upon, relating to, or arising out of, any of the matters which are discharged and released pursuant to Paragraph 19 hereof. Identification information about Settlement Class Members who effectively excluded themselves from the Settlement Class is attached as **Exhibit 2** to this Order.

f. If either (a) the Effective Date of Settlement does not occur for any reason whatsoever, or (b) the Settlement Agreement becomes null and void pursuant to the terms of the Settlement Agreement, this Final Order and Judgment shall be deemed vacated and shall have no force or effect whatsoever.

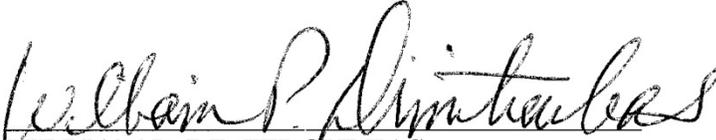
g. Without affecting the finality of the Final Order and Judgment in any way, the Court reserves continuing and exclusive jurisdiction over the parties, including all members of the Settlement Class as defined above, and the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement.

h. Class Counsel's Fee and Expense Application [DE 440] shall be granted by separate Order.

i. The Clerk is directed to enter this Final Order and Judgment forthwith.

j. This case is **CLOSED** and any pending motions are **DENIED AS MOOT**.

**DONE AND ORDERED** in Chambers at Fort Lauderdale, Broward County, Florida,  
this 20th day of June, 2017.

  
WILLIAM P. DIMITROULEAS  
United States District Judge

Copies furnished to:

Counsel of record



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:14-cv-61344-WPD

ANGELA SANCHEZ KNUTSON,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Settlement Agreement is entered on this 11th day of October, 2016 by and among named plaintiff Angela Sanchez-Knutson (the “Named Plaintiff”) and defendant Ford Motor Company (“Ford”), by and through their respective counsel (together, the “Settling Parties”).

**RECITALS<sup>1</sup>**

WHEREAS on June 9, 2014, the Named Plaintiff filed an action entitled *Angela Sanchez-Knutson v. Ford Motor Company* in the United States District Court for the Southern District of Florida, and that action was assigned to the Honorable William P. Dimitrouleas and given the case number 0:14-cv-61344-WPD;

WHEREAS the *Sanchez-Knutson* complaint alleged causes of action against Ford for violation of the Magnuson-Moss Warranty Act, Florida’s Deceptive and Unfair Trade Practices Act (FDUTPA), breach of express warranty, and breach of the implied warranty of merchantability and sought certification of a class of current and former owners and lessees of certain Ford vehicles in Florida;

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<sup>1</sup> These Recitals incorporate certain capitalized terms that are defined in Section I, *infra*.

WHEREAS the *Sanchez-Knutson* complaint alleged that Ford sold model year 2011-2013 Ford Explorers that are defective because exhaust fumes may enter the passenger compartment of those vehicles when driven in a particular manner;

WHEREAS additional Pending Proposed Class Actions alleging similar claims and a common nucleus of operative facts were brought in other federal and state courts around the country on behalf of proposed classes of vehicle owners and lessees in other states;

WHEREAS the Settling Parties engaged in extensive motion practice which resulted in, among other things, the narrowing of the claims asserted by the Named Plaintiff, the addition of more detailed allegations, and a more detailed answer to Named Plaintiff's allegations;

WHEREAS the Named Plaintiff filed her Second Amended Class Action Complaint against Ford on March 30, 2015, including more detailed allegations, alleging that Ford Explorers made in model years 2014-2015 have the same defect, and asserting the same causes of action as in the original complaint;

WHEREAS the Named Plaintiff filed her Third Amended Class Action Complaint against Ford on October 10, 2016 asserting additional claims on behalf of a proposed nationwide class of current and former owners and lessees of 2011-2015 model year Ford Explorers;

WHEREAS counsel for the Settling Parties in this Litigation and other Pending Proposed Class Actions involving Exhaust Odor engaged in significant discovery, including voluntary Fed. R. Civ. P. 26(a) disclosures, review of the production by Ford of over 115,000 pages of documents, at least twelve sets of written discovery requests, depositions of four Ford fact witnesses and twelve experts, depositions of the Named Plaintiff and other Plaintiff fact witnesses, and inspections of the Named Plaintiff's vehicle and other vehicles;

WHEREAS the Court granted the Named Plaintiff's motion to certify this action as a class action for purposes of litigation on behalf of Florida vehicle owners on October 7, 2015;

WHEREAS the Court decertified all the Named Plaintiff's causes of action except for violation of FDUTPA, and granted partial summary judgment in favor of Ford to the extent that this claim is premised on allegations of a safety risk or dangerousness on July 25, 2016;

WHEREAS the class claim for violation of the FDUTPA in the *Sanchez-Knutson* action is ready for jury trial, which was scheduled to begin on August 8, 2016;

WHEREAS Class Counsel conducted a thorough investigation and evaluation of the facts and law related to the remaining class claim asserted in order to determine how best to serve the interests of the Named Plaintiff and the Settlement Class;

WHEREAS the Settling Parties conducted arm's-length negotiations concerning a proposed classwide settlement before mediator Rodney Max;

WHEREAS the Named Plaintiff and Class Counsel believe the Released Claims have merit. The Named Plaintiff and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Released Claims against Ford through trial and any appeals, and the value of providing timely benefits to Settlement Class members whose vehicles are aging. The Named Plaintiff and Class Counsel also have taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. The Named Plaintiff and Class Counsel are mindful of the inherent problems of proof under, and possible defenses to, the Released Claims. The Named Plaintiff and Class Counsel believe the proposed Settlement confers substantial benefits on the Settlement Class. Based on their evaluation of all these factors, the Named

Plaintiff and Class Counsel have determined that the Settlement is in the best interests of the Settlement Class and represents a fair, reasonable, and adequate resolution of the litigation; and

WHEREAS Ford denies any liability to the Named Plaintiff or the Settlement Class. Ford has taken thorough discovery concerning the claims asserted by the Named Plaintiff and believes it has meritorious defenses to all of them. Nevertheless, Ford recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Litigation through trial and any appeals. In agreeing to enter this Settlement, Ford also has taken into account the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation;

NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, subject to the approval of the Court, that the Litigation and the Released Claims shall be fully and finally compromised, settled, and released, and that the Litigation shall be dismissed with prejudice subject to and upon the terms and conditions described below.

**I. DEFINITIONS**

**a. Authorized Ford Dealer**

“Authorized Ford Dealer” means a Ford dealer authorized by Ford to sell, lease, and service Ford vehicles.

**b. Bumper-to-Bumper Warranty Coverage Period**

“Bumper-to-Bumper Warranty Coverage Period” means the 3-year or 36,000-mile period, whichever comes first, during which Ford’s New Vehicle Limited Warranty provides repairs to Ford vehicles at no cost to the owner or lessee.

**c. Class Counsel**

“Class Counsel” means Jordan M. Lewis, Esq., John Uustal, Esq., Michael A. Hersh, Esq., and the law firms Kelley Uustal, PLC and Jordan Lewis, P.A.

**d. Class Notice**

“Class Notice” means the notice of settlement that will be provided to the “Settlement Class Members,” as defined herein. Class Notice will include a “Short Form Class Notice” to be mailed to Settlement Class Members in substantially the same form as Exhibit D. The “Short Form Class Notice” will include a reference to a settlement website containing further details about the substance and procedure of the proposed Settlement that shall be established, maintained, and operated by a Claims Administrator consistent with this Settlement Agreement, and will also provide a telephone number Settlement Class Members may call with questions about the Settlement or the claims process. “Long Form Class Notice” means the notice of Settlement that will be posted on the settlement website in substantially the same form as Exhibit E.

**e. Class Vehicle(s)**

“Class Vehicle(s)” means model year 2011-2015 Ford Explorers sold or leased in the United States.

**f. Effective Date of Settlement**

“Effective Date of Settlement” means the first date after: (1) the Court enters the Final Order and Judgment, in all material respects similar to the form attached hereto as Exhibit C; and (2) all appellate rights with respect to said Final Order and Judgment have expired or been exhausted in such a manner as to affirm the Final Order and Judgment, except that an appeal

solely from any award of attorneys' fees to Class Counsel shall not extend the Effective Date of Settlement.

**g. Exhaust Odor**

“Exhaust Odor” means the entry into the passenger compartment of Class Vehicles of fumes from the exhaust system.

**h. Exhaust Odor Repair**

“Exhaust Odor Repair” means a repair by an Authorized Ford Dealer to address Exhaust Odor, including repairs performed under TSB 12-12-4, TSB 14-0130, the New Exhaust Odor TSB, and any Future Exhaust Odor TSB.

**i. Ford Extended Warranty**

“Ford Extended Warranty” means a warranty: (1) providing coverage for repairs to a Class Vehicle after the expiration of the Bumper to Bumper Warranty Coverage Period; (2) providing coverage for Exhaust Odor Repairs; (3) that was offered by and purchased from Ford Motor Company through an authorized Ford dealer (not offered by an authorized Ford dealer or any other third party); and (4) that was purchased by the Settlement Class Member contemporaneous with the acquisition of a new (not used or pre-owned) Class Vehicle.

**j. Fairness Hearing**

“Fairness Hearing” means the final hearing, held after the Preliminary Approval Order is issued, in which the Court will determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate, and whether the proposed Final Order and Judgment should be entered, and if so, to determine the amount of attorney's fees and costs to be awarded to Class Counsel.

**k. Ford**

“Ford” means Ford Motor Company.

**l. Ford’s New Vehicle Limited Warranty**

“Ford’s New Vehicle Limited Warranty” means the written limited warranty provided by Ford for the Class Vehicles (an example is attached hereto as Exhibit A).

**m. Future Exhaust Odor TSB**

“Future Exhaust Odor TSB” means any Technical Service Bulletin Ford issues after release of the New Exhaust Odor TSB to address Exhaust Odor in the Class Vehicles.

**n. Litigation**

“Litigation” means *Angela Sanchez-Knutson v. Ford Motor Company*, No. 0:14-cv-61344-WPD, pending in the United States District Court for the Southern District of Florida, and includes any and all actions that have been, or in the future are, transferred to that case.

**o. Named Plaintiff**

“Named Plaintiff” means Angela Sanchez-Knutson.

**p. New Exhaust Odor TSB**

“New Exhaust Odor TSB” means a Technical Service Bulletin (“TSB”) that Ford will issue in 2016 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 will be performed, including installation of a modified exhaust system.

**q. Out-of-Pocket Expenses**

“Out-of-Pocket Expenses” means the documented amount paid to an Authorized Ford Dealer for the parts and labor required to obtain an Exhaust Odor Repair.

**r. Pending Proposed Class Actions**

“Pending Proposed Class Actions” means other litigation pending as of the Effective Date of Settlement involving Exhaust Odor that seeks or in the past has sought class treatment (as opposed to individual treatment) with respect to the Class Vehicles or any subset thereof.

The Settling Parties are presently aware of the following cases that meet this definition:

- *Cassidy v. Ford Motor Company*, No. 2:15-cv-02483-KDE-KWR (E.D. La.)
- *Cunningham v. Ford Motor Company*, No. 3:15-cv-00124-L-JMA (S.D. Cal.)
- *Dixon v. Ford Motor Company*, No. 2:14-cv-06135-JMA-ARL (E.D.N.Y.)
- *Salinas v. Ford Motor Company*, No. 7:15-cv-00011 (S.D. Tex.)
- *Schiesser v. Ford Motor Company*, No. 1:16-cv-00730 (N.D. Ill.)
- *Schondel v. Ford Motor Company*, No. 3:5-cv-05188-BRM-LHG (D.N.J.)
- *Bruzina v. Ford Motor Company*, No. 1:16-cv-00797-TSB (S.D. Ohio)
- *Ford v. Ford Motor Company*, No. 1:16-cv-00239-MOC-DLH (W.D.N.C.)

**s. Plaintiffs**

“Plaintiffs” means Named Plaintiff and Unnamed Plaintiffs.

**t. Released Parties**

“Released Parties” means Ford, its past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, authorized dealers, underwriters, insurers, co-insurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders.

**u. Released Claims**

“Released Claims” means, with the exceptions described below, any and all claims, demands, actions, causes of action, and suits pleaded against Ford in the Litigation, and all other claims, demands, actions, causes of action of any nature whatsoever, including, but not limited to, any claim for violations of federal, state, or other law (whether in contract, torts, or otherwise, including statutory and injunctive relief, common law, property, warranty, and equitable claims), and also including Unknown Claims that relate to the presence of Exhaust Odor in 2011-2015 Ford Explorers.

Excluded from the Released Claims are: (1) individual claims seeking damages for an alleged personal injury caused by Exhaust Odor , and (2) claims made pursuant to Section II.d of this Settlement Agreement that are presented to the Better Business Bureau AUTO LINE program.

**v. Settlement**

“Settlement” means the settlement contemplated by this Stipulation and Agreement of Settlement.

**w. Settlement Agreement**

“Settlement Agreement” means this Stipulation and Agreement of Settlement.

**x. Settlement Class or Settlement Class Members**

“Settlement Class” or “Settlement Class Members” means 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.

**y. Settling Parties**

“Settling Parties” means the Named Plaintiff and Defendant.

**z. Third Amended Class Action Complaint**

“Third Amended Class Action Complaint” means the complaint against Ford in the Litigation filed on October 10, 2016.

**aa. Unknown Claims**

“Unknown Claims” means any and all Released Claims that any member of the Settlement Class relating to Exhaust Odor in 2011-2015 Ford Explorers that such class member does not know to exist against any of the Released Parties which, if known, might have affected his or her decision to enter into or to be bound by the terms of this Settlement. The Named Plaintiff and members of the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, may hereafter exist, or heretofore have existed based upon exhaust odor in the Class Vehicles, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties. The foregoing waiver includes,

without limitation, an express waiver to the fullest extent permitted by law by the Named Plaintiff and the Settlement Class Members of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**bb. Unnamed Plaintiffs**

“Unnamed Plaintiffs” means the individuals and entities named as plaintiffs in any Pending Proposed Class Action who are not identified as a Named Plaintiff in the Third Amended Class Action Complaint.

**II. SETTLEMENT CONSIDERATION**

In consideration of the Release provided for herein and the dismissal of the Litigation with prejudice, under the terms of the Settlement Agreement, Defendant agrees to provide the following consideration to the Settlement Class Members:

**a. Notice to Settlement Class Members of New Exhaust Odor TSB**

Ford will issue, and direct Authorized Ford Dealers to implement pursuant to Ford’s New Vehicle Limited Warranty, the New Exhaust Odor TSB. Ford will permit Class Counsel to contribute to the language used in a draft of the New Exhaust Odor TSB before it is finalized. In accordance with Section III.C, Ford will mail the Short Form Class Notice to Settlement Class Members. The Short Form Class Notice will include a reference to a settlement website, on which the availability of the New Exhaust Odor TSB will be described.

**b. In-Warranty Repair Owners: Partial Reimbursement for Costs of Exhaust Odor Repairs**

Settlement Class Members who present to Ford service records from an Authorized Ford Dealer showing that, prior to dissemination of Class Notice pursuant to Section III.C of this Settlement, 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 \$125.

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.

All class members who are within their original or extended warranty on or after the Effective Date of Settlement will continue to have all contractual and/or warranty rights they possessed without regard to this Settlement Agreement.

c. **Post-Warranty Repair Owners: Partial Reimbursement for Costs of Exhaust Odor Repairs**

Settlement Class Members who did not, prior to dissemination of Class Notice pursuant to Section III.C of this Settlement, 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 their 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 \$125.

Post-Warranty Repair Owners may submit claims for up to two qualifying Exhaust Odor Repairs per Class Vehicle under this provision.

d. **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 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), 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 (or Future Exhaust Odor TSB 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, and (2) that the statute of limitations for such claims expired before the end of the extended period for obtaining partially subsidized post-warranty Exhaust Odor Repairs established by Sections II.b and II.c. of this Settlement (*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.

e. **Submission of Claims**

In order to obtain partial reimbursement for Out-of-Pocket Expenses incurred obtaining a qualified Exhaust Odor Repairs, a Settlement Class Member must submit a claim to Ford's settlement claims administrator.

**1. *Deadlines to Submit Claims***

Claims for partial reimbursement of Out-of-Pocket Expenses incurred obtaining an Exhaust Odor Repair(s) must be submitted within (1) four months after the Effective Date of Settlement, or (2) two months after the date of the Exhaust Odor Repair for which partial reimbursement is sought, whichever is later.

If the Settlement Class Member submits documentation showing that the Class Vehicle was presented to an Authorized Ford Dealer for an Exhaust Odor Repair that qualified for reimbursement before this claim-submission deadline, but that the Authorized Ford Dealer was unable promptly to perform the Exhaust Odor Repair due to a parts shortage, the claim-submission deadline for that Settlement Class Member for that Exhaust Odor Repair in that Class Vehicle will be extended by a further two months.

Ford shall not be required to review or pay any claims for reimbursement received after the deadline(s) identified in this provision.

**2. *Content of and Support for Claims for Partial Reimbursement***

Claims for partial reimbursement of Out-of-Pocket Expenses incurred obtaining Exhaust Odor Repairs must include:

- Information sufficient to show whether the Settlement Class Member is submitting a claim as an In-Warranty Repair Owner or a Post-Warranty Repair Owner.

- The vehicle identification number of the Class Vehicle with respect to which a claim is being made.
- Evidence sufficient to show that the Settlement Class Member was the owner or lessee of the Class Vehicle (*e.g.*, a copy of vehicle registration or title documents) at the time of the Exhaust Odor Repair(s) with respect to which a claim is being made.
- Evidence sufficient to show that the Settlement Class Member obtained an Exhaust Odor Repair to a Class Vehicle that qualifies for partial reimbursement of Out-of-Pocket Expenses under the Settlement Agreement, including:
  - Information showing that the Class Vehicle received an Exhaust Odor Repair;
  - The date(s) of the Exhaust Odor Repair;
  - The mileage on the Class Vehicle as of the date of the Exhaust Odor Repair.
- Proof of the amount of Out-of-Pocket Expenses the Settlement Class Member paid to obtain the Exhaust Odor Repair.

### **3. *Rejected Claims***

The Settlement Administrator may reject any claim that does not include the required information specified in the previous subsection. The Settlement Administrator reserves the right to investigate any claim, including by requesting from the Settlement Class Member additional documentation to determine whether the claim is valid. If the Settlement Administrator rejects a claim, it will advise the Settlement Class Member who submitted it of the reason(s) for the rejection (*e.g.*, missing information or documentation, ineligibility to submit a claim). If a claim is rejected due to missing information or documentation, the Settlement Administrator will give the Settlement Class Member one month to resubmit that claim along

with additional information, so long as the claim was originally submitted by the deadline to submit that claim. The Settlement Administrator will copy Class Counsel on all rejected claims.

**4. *Disputed Claims***

If a Settlement Class Member disputes either the Settlement Administrator's rejection of a claim or the amount to be reimbursed pursuant to a claim, the Settlement Class Member may appeal the Settlement Administrator's decision by submitting the claim, the Settlement Administrator's decision on the claim, and an explanation of the Settlement Administrator's alleged error within one month of the postmark date on the envelope in which the Settlement Administrator mailed its decision to the Settlement Class Member. Appeals shall be sent to an entity agreed upon by Class Counsel and Ford to receive such appeals, which shall make a final, binding determination of the appeal following its receipt of Ford's response to the appeal.

**f. Administration of the Settlement**

Promptly after the Effective Date of Settlement, Ford will direct its Claims Administrator to open a "Ford Claim Center" to receive and appropriately respond to all claims submitted by Settlement Class Members. The Ford Claim Center will include: (1) personnel assigned to manage the settlement implementation process; (2) a toll-free telephone number that Settlement Class Members may call to obtain information; (3) a mailing address to which Settlement Class Members shall send all claims for reimbursement; and (4) a website containing information about the Settlement, including claim forms that can be downloaded and submitted by mail. Ford will bear all costs and expenses related to the administration of this Settlement.

**g. Attorneys' Fees and Expenses**

Ford shall pay to Class Counsel reasonable attorneys' fees and expenses, separate and apart from the consideration flowing to the Settlement Class, of up to \$5,000,000. Class Counsel shall apply to the Court for a total award of attorneys' fees and expenses of no more than this

amount, covering all legal services provided by Class Counsel in the past and future to Plaintiffs and the Settlement Class Members in connection with the Litigation, all Pending Proposed Class Actions, the Settlement, any appeal in connection with the Settlement, and implementation of the Settlement Agreement (the "Fee and Expense Application"). Ford will not dispute or oppose the Fee and Expense Application, which shall be subject to Court approval. Further, Class Counsel shall not accept any amount in excess of these sums. Any award of attorneys' fees and expenses above the agreed-upon amount will be deemed a material breach of the Settlement Agreement, and constitute grounds for Ford to withdraw from it. The Court will determine what amount of fees and expenses shall be awarded and issue an Order stating the amount of fees and expenses to be awarded.

Should any counsel other than Class Counsel petition the Court for an award of attorneys' fees, costs, or expenses, Class Counsel and Ford's counsel shall cooperate in opposing such petition. Neither Class Counsel nor Ford shall be required to pay any amount of money to such counsel petitioning the Court for an award. Any award of attorneys' fees or expenses to such counsel will be deemed a material breach of the Settlement Agreement, and constitute grounds for either Plaintiffs or Ford to withdraw from it.

Within ten (10) business days after the Effective Date of Settlement, Ford shall pay the amount of attorneys' fees and costs awarded by the Court pursuant to the terms of this Settlement Agreement to Class Counsel.

Class Counsel must provide Ford with a completed W-9 form for the first payee of attorneys' fees and costs. Any order or proceedings related to the Fee and Expense Application, or any appeal solely from any order related thereto or reversal or modification thereof, will not

operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of Judgment approving the Settlement and this Settlement Agreement.

**h. Service Award for Named Plaintiffs**

As part of their motion seeking final approval of the Settlement at the Fairness Hearing, Class Counsel will submit to the Court an application for a \$60,000 service award, to be allocated by the Court among the Named Plaintiff and Unnamed Plaintiffs. Ford agrees to not oppose this application. Ford will pay any service award approved by the Court pursuant to the terms of this Settlement Agreement within ten (10) business days after the Effective Date of Settlement by sending payment to Class Counsel to be divided in accordance with the Court's order and forwarded to the Named Plaintiff and Unnamed Plaintiffs.

**i. Stays and Dismissal of Pending Proposed Class Actions**

Class Counsel shall, with Ford's consent and cooperation, seek to obtain stays of and/or injunctions against the pursuit of all Pending Proposed Class Actions and any future-filed proposed class actions involving Exhaust Odor during the pendency of the settlement approval process.

If the Settlement is given final approval, Class Counsel must make a good faith effort to obtain dismissals of all Pending Proposed Class Actions with prejudice within fourteen days after the Effective Date of Settlement.

**III. SETTLEMENT APPROVAL PROCESS**

**a. Preliminary Approval of Settlement**

Promptly after execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a

Preliminary Approval Order substantially in the form attached hereto as Exhibit B, which shall include, among other things:

- Conditional certification under Federal Rule of Civil Procedure 23, for settlement purposes only, of the Settlement Class;
- Preliminary approval of the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;
- Approval of the Class Notice containing the language in Exhibits D and E for distribution to Settlement Class Members;
- A direction to Ford to disseminate, at its expense, the Class Notice in the forms approved by the Court to Settlement Class Members;
- A direction that each potential Settlement Class Member who wishes to be excluded from the Settlement Class must respond to the Class Notice in writing in accordance with the instructions set forth in the Class Notice and that their responses must be received by the date set forth in the Preliminary Approval Order;
- A finding that the Class Notice constitutes the best practicable notice under the circumstances, including individual notice to all Settlement Class Members who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to Settlement Class Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;
- A direction that, pending final determination of the joint application for approval of this Settlement Agreement, all proceedings in this Litigation other than settlement approval proceedings shall be stayed and all Settlement Class Members who do not validly request exclusion from the Settlement Class shall be enjoined from commencing or prosecuting

any action, suit, proceeding, claim, or cause of action in any court or before any tribunal based on Exhaust Odor in the Class Vehicles;

- A direction that any Settlement Class Member who has not properly and timely requested exclusion from the Settlement Class will be bound by the Final Order and Judgment;
- The scheduling of a final hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether the proposed Final Order and Judgment should be entered (the Fairness Hearing);
- A direction that Ford shall tabulate communications from prospective Settlement Class Members asking to be excluded from the Settlement Class and shall report the names and addresses of such entities and natural persons to the Court and to Class Counsel no less than seven (7) days before the Fairness Hearing;
- A direction that Class Counsel shall file a Fee and Expense Application and Named Plaintiff's and Unnamed Plaintiffs' Service Award application (which may be part of Plaintiffs' Motion for Final Approval) approximately fourteen (14) days prior to the date set forth in the Preliminary Approval Order as the deadline for the objections; and that Class Counsel shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven (7) days prior to the Fairness Hearing; and that the Court shall determine at the Fairness Hearing in what amount attorneys' fees and reimbursement of expenses should be awarded to Plaintiffs' counsel pursuant to the terms of the Settlement Agreement, as well as the amount of the Service Awards that should be awarded to the Named Plaintiffs pursuant to the terms of the Settlement Agreement;
- A direction that any Settlement Class Member who wishes to object to the proposed Settlement Agreement, the proposed Final Order and Judgment, the Fee and Expense

Application, and/or Named Plaintiff's and Unnamed Plaintiffs' Service Award must file and serve such objections no later than the date set forth in the Preliminary Approval Order, which shall be approximately one month before the Fairness Hearing, together with copies of all papers in support of his or her position as provided in Section III.d.1. of the Settlement Agreement. The Class Notice shall state that the Court will not consider the objections of any Settlement Class Member who has not properly served copies of his or her objections on a timely basis or complied with the requirements of Section III.d.1 of the Settlement Agreement.

**b. Notice to Attorneys General**

In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after the motion for Preliminary Approval Order is filed, Ford shall provide notice of this proposed Settlement to the Attorney General of the United States, and to the attorneys general of each state or territory in which a Settlement Class Member resides. The notice will include (1) a copy of the Third Amended Class Action Complaint, (2) a copy of this Settlement Agreement and its exhibits, and (3) a reasonable estimate of the number of Settlement Class Members in each state/territory and their percentage representation in the Settlement Class. Ford will provide copies of such notifications to Class Counsel at the time of their submission to the attorneys general.

**c. Notice to Settlement Class Members**

Ford will mail at Ford's expense, the Short Form Class Notice in substantially the same form as Exhibit D, and post on a website established for purposes of this Settlement the Long Form Class Notice substantially in the same form as Exhibit E. As soon as practicable after the preliminary approval of the Settlement, Ford will obtain the name and last known address of each potential member of the Settlement Class. The last known address of potential Settlement

Class Members will be checked and updated via the National Change of Address database. Thereafter, Ford shall mail a copy of the Short Form Class Notice to each Settlement Class Member so identified. Ford shall use its best efforts to complete the mailing of the Short Form Class Notice to potential Settlement Class Members within four months after the preliminary approval of the Proposed Settlement.

If any Short Form Class Notice mailed to any potential Settlement Class Member is returned to Ford as undeliverable, then Ford shall perform a reasonable search for a more current name and/or address for the potential Settlement Class Member and (provided that a more current name and/or address can be found through such a search) re-send the returned Short Form Class Notice to the potential Settlement Class Member. In the event that any Short Form Class Notice mailed to a potential Settlement Class Member is returned as undeliverable a second time, then no further mailing shall be required. The claims administrator will promptly log each Short Form Class Notice that is returned as undeliverable and provide copies of the log to Class Counsel.

**d. Response to Notice**

**1. *Objection to Settlement***

Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement must, by the date specified in the Preliminary Approval Order and recited in the Class Notice, file any such objection with the Court, and provide copies of the objection to: (1) Jordan Lewis, Esq. of Jordan Lewis, P.A. (Class Counsel), 4473 N.E. 11th Avenue, Fort Lauderdale, FL 33334; (2) Michael Hersh, Esq., of Kelley Uustal (Class Counsel), 500 North Federal Highway, Suite 200, Fort Lauderdale, FL 33301; and (3) Brian C. Anderson, Esq. of O'Melveny & Myers, LLP (Defendant's Counsel), 1625 Eye Street, NW, Washington, DC 20006.

Any objection to the Settlement Agreement must be individually and personally signed by the Settlement Class Member submitting it (if the Settlement Class Member is represented by counsel, the objection must also be signed by such counsel), and must include:

- The objecting Settlement Class Member's full name, address, and telephone number;
- The model, model year, and vehicle identification number of the objecting Settlement Class Member's Class Vehicle, along with proof that the objector has owned or leased a Class Vehicle (*i.e.*, a true copy of a vehicle title, registration, or license receipt);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all cases in which the Settlement Class Member and/or his or her counsel filed or in any way participated—financially or otherwise—objecting to a class settlement during the preceding five (5) years;
- The name, address, email address, and telephone number of every attorney representing the objector; and
- A statement indicating whether the objector and/or his or her 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 the objection.

Any member of the Settlement Class who does not file a timely written objection to the Settlement and notice of his or her intent/non-intent to appear at the Fairness Hearing, or who otherwise fails to comply with the requirements of this section shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

## 2. *Request for Exclusion*

Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a request for exclusion (“Request for Exclusion”) to Ford at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice. This requirement also applies to all members of the Florida litigation class previously certified in this lawsuit, including all members of that class who previously opted out. *See* Fed. R. Civ. P. 23(e)(4). Settlement Class Members who wish to be excluded from the Settlement Class must do so with respect to all Class Vehicles they own(ed) or lease(d). Settlement Class Members may not exclude themselves from the Settlement Class with respect to one or more Class Vehicles and include themselves in the Settlement Class with respect to one or more other Class Vehicles. To be effective, the Request for Exclusion must be sent via first-class U.S. mail to the specified address and:

- Include the Settlement Class Member’s full name, address, and telephone number;
- Identify the model, model year, and vehicle identification number of the Settlement Class Member’s Class Vehicle(s);
- Explicitly and unambiguously state his or her desire to be excluded from the Settlement Class in *Angela Sanchez-Knutson v. Ford Motor Company*; and
- Be individually and personally signed by the Settlement Class Member (if the Settlement Class Member is represented by counsel, it must also be signed by such counsel).

Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address, shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent

with respect to the Settlement Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court.

Ford will receive purported Requests for Exclusion and will follow guidelines developed jointly by Class Counsel and Ford's counsel for determining in the first instance whether they meet the requirements of a Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent that the Settlement Class Member meant to exclude himself or herself from the Class will be evaluated jointly by Class Counsel and Ford's counsel, who will make a good faith evaluation, if possible, of the Settlement Class Member's intentions. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will ultimately be resolved by the Court.

Ford will maintain a list of all Requests for Exclusion. Ford shall report the names and addresses of all such entities and natural persons requesting exclusion to the Court and Class Counsel seven (7) days prior to the Final Hearing, and the list of entities and natural persons deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

e. **Persons Objecting to the Settlement**

Neither Defendant nor the Settlement Class shall be responsible for fees, costs, or expenses related to any Class Members who submit objections to the Settlement Agreement or any appeal by an objector arising from the Action for attorneys' fees, costs, or expenses of any kind.

**f. Fairness Hearing**

On the date set forth in the Preliminary Approval Order, a Fairness Hearing will be held at which the Court will: (1) decide whether to finally certify the Settlement Class, (2) decide whether to approve the Settlement Agreement as fair, reasonable, and adequate, (3) decide whether to approve the application for a Service Award for the Named Plaintiffs, and (4) decide whether to approve Class Counsel's Fee and Expense Application and issue an Order memorializing that decision. The Settling Parties will request that the Court hold the Fairness Hearing approximately one month after the deadline for submitting objections and Requests for Exclusion.

**g. Final Order and Judgment**

If this Settlement Agreement is finally approved by the Court, a Final Order and Judgment directing the entry of judgment pursuant to FED. R. CIV. P. 54(b) shall be entered substantially in the form attached as Exhibit C, as follows:

- Certifying the Settlement Class for purposes of this Settlement Agreement;
- Approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Settlement Class;
- Declaring the Settlement Agreement to be binding on Ford and the Plaintiffs, as well as all members of the Settlement Class;
- Dismissing on the merits and with prejudice the Third Amended Class Action Complaint in *Angela Sanchez-Knutson v. Ford Motor Company*;
- Dismissing on the merits and with prejudice all Pending Proposed Class Actions pursuant to the first-filed rule;
- Forever discharging the Released Parties from all Released Claims;

- Indicating the amount of the Service Award for the Named Plaintiff and Unnamed Plaintiffs;
- Indicating the amount of attorneys' fees and expenses to be awarded to Class Counsel; and
- Providing that all Settlement Class Members who did not request exclusion from the Settlement Class be permanently enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action asserting the Released Claims in any court or before any tribunal.

**h. Withdrawal from Settlement**

Either party shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

- Any objections to the proposed settlement are sustained and such objection results in Court-ordered requested changes to the Settlement Agreement that the withdrawing party deems to be material (*e.g.*, because it increases the cost of the settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a benefit of the Settlement);
- Any attorney general is allowed to intervene in the action and such intervention results in Court-ordered requested changes to the agreement that the withdrawing party deems to be material (*e.g.*, because it increases the cost of the Settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a benefit of the Settlement);
- The preliminary or final approval of the Settlement Agreement is not obtained without modification to the proposed preliminary and final approval orders attached as exhibits to

this Settlement Agreement, and any modification to such orders requested by the Court as a condition for approval is deemed to be material and is not agreed to by the withdrawing party (*e.g.*, because it increases the cost of the Settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a benefit of the Settlement); or

- Entry of the Final Order and Judgment described in this Settlement is reversed or modified by an appellate court in a manner that the withdrawing party deems to be material, except that a reversal or modification of an order awarding reasonable attorneys' fees and expenses shall not be a basis for withdrawal.

Ford shall, in addition, have the right to withdraw from this Settlement Agreement, and to render it null and void, if Settlement Class Members collectively owning or leasing 5,000 or more Class Vehicles exclude themselves from the Settlement.

To withdraw from the Settlement Agreement under this Section, the withdrawing party must provide written notice of withdrawal to the other party's lead counsel and to the Court. In the event either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be admitted into evidence or otherwise used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement

Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

**i. Release of Settlement Class Members' Claims**

Upon the Effective Date of the Settlement, the Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, released, waived, and discharged the Released Parties from his, her, or its Released Claims as defined above.

**IV. MISCELLANEOUS PROVISIONS**

**a. Class Certification**

For the purposes of this Settlement only, and not for purposes of litigation in this or any other action, Plaintiffs assert, and Ford will not object, that certification of the Settlement Class is appropriate pursuant to Fed. R. Civ. P. 23(b)(3).

**b. Effect of Exhibits**

The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

**c. No Admission**

This Settlement Agreement is for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Ford or any admissions by Ford of any claim or allegation made in any action or proceeding against Ford. If this Settlement Agreement is terminated and becomes null and void, the class action portions of this Settlement shall have no further force and effect with respect to any party

to the Litigation and shall not be offered in evidence or used in the Litigation or any other proceeding. This Settlement Agreement shall not be offered or be admissible in evidence against Ford or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Information provided by Ford to the Plaintiffs and Class Counsel in connection with settlement negotiations is for settlement purposes only and shall not be used or disclosed for any other purpose whatsoever.

**d. Return of Confidential Documents**

Upon the Effective Date of Settlement, all documents and information marked or designated as “Confidential,” as defined in and subject to the Protective Order, signed December 17, 2014, or any other protective order entered in this Litigation, shall be disposed of within the time frame and according to the procedures set forth in the Protective Order.

**e. Entire Agreement**

This Settlement Agreement represents the entire agreement and understanding among the Settling Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person against whom enforcement of the Settlement Agreement is sought.

**f. Counterparts**

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any party who has signed it, and all of which shall be deemed a single agreement.

**g. Arm's-Length Negotiations**

The Settling Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Settling Parties in entering into this Settlement Agreement. The Settling Parties have both participated in the drafting of this agreement and it is not to be construed in favor of or against either of the Settling Parties.

**h. Dispute Resolution**

Any dispute, challenge, question, or the like relating to this Settlement Agreement (other than those which this Settlement Agreement provides shall be resolved by otherwise) shall be heard only by this Court.

**i. Continuing Jurisdiction**

The Court shall retain continuing and exclusive jurisdiction over the parties to this Settlement Agreement, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement.

**j. Binding Effect of Settlement Agreement**

This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties and their representatives, heirs, successors, and assigns.

**k. Nullification**

In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions if Ford and Class Counsel mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

**l. Extensions of Time**

The Settling Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

**m. Service or Notice**

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to Ford or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Settling Parties in writing:

As to Plaintiffs: Jordan Lewis, Esq.  
Jordan Lewis, P.A.  
4473 N.E. 11th Avenue  
Fort Lauderdale, FL 33334

*and*

Michael Hersh, Esq.  
Kelley Uustal  
500 North Federal Highway  
Suite 200  
Fort Lauderdale, FL 33301

As to Ford: Brian C. Anderson, Esq.  
O'Melveny & Myers LLP  
1625 Eye Street, NW  
Washington, DC 20006

n. **Authority to Execute Settlement Agreement**

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

\* \* \* \* \*

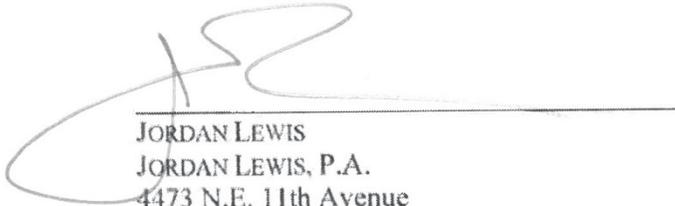
IN WITNESS WHEREOF, the Settling Parties have caused this Settlement Agreement to be executed by their duly authorized attorneys, as of October 11, 2016.

**ON BEHALF OF FORD MOTOR COMPANY**



BRIAN C. ANDERSON  
O'MELVENY & MYERS LLP  
1625 Eye Street, NW  
Washington, DC 20006

**ON BEHALF OF PLAINTIFFS**



JORDAN LEWIS  
JORDAN LEWIS, P.A.  
4473 N.E. 11th Avenue  
Fort Lauderdale, FL 33334

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:14-cv-61344-WPD

ANGELA SANCHEZ-KNUTSON,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

**AMENDMENT TO STIPULATION AND AGREEMENT OF SETTLEMENT**

The following Amendment to the Stipulation and Agreement of Settlement (hereinafter “Settlement Agreement” (ECF No. 416 at 23-124 (Oct. 11, 2016)) is entered this 14th day of February, 2017 by and among named plaintiff Angela Sanchez-Knutson and defendant Ford Motor Company, by and through their respective counsel (together, the “Settling Parties”).

**RECITAL**

This Amendment complies with Section IV.e of the Settlement Agreement (*id.* at 53), and is thus effective, because it is in writing and is signed by the persons against whom the enforcement of the Settlement Agreement is sought.

**AMENDMENT**

Sections II.b and II.c of the Settlement Agreement (*id.* at 34-35) are hereby modified to replace all references to the figure \$125 with the figure \$175.

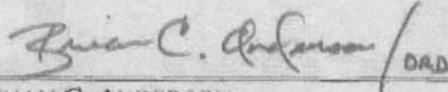
**MISCELLANEOUS PROVISION**

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original as against any party who has signed it, and all of which shall be deemed a single agreement.

\* \* \*

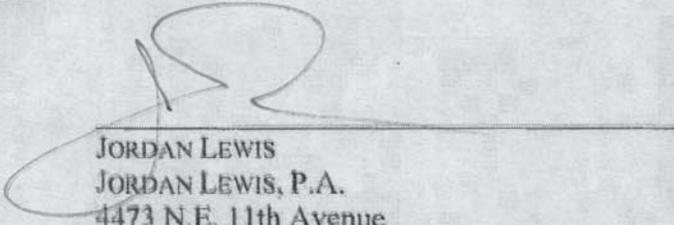
IN WITNESS HEREOF, the Settling Parties have caused this Amendment to the Settlement Agreement to be executed by their duly authorized attorneys, as of February 14, 2017.

**ON BEHALF OF FORD MOTOR COMPANY**



BRIAN C. ANDERSON  
O'MELVENY & MYERS LLP  
1625 Eye Street, NW  
Washington, DC 20006

**ON BEHALF OF NAMED PLAINTIFF**



JORDAN LEWIS  
JORDAN LEWIS, P.A.  
4473 N.E. 11th Avenue  
Fort Lauderdale, FL 33334



VALID EXCLUSION REQUESTS

ClaimID	First Name	Last Name	City	ST	Zip	VIN
10032180001	ALI SALEM	ALLABER	PRESCOTT	AZ	86301-7830	1FM5K8GTXEGB95288
10037688501	JAMES N	ALTAZAN	BATON ROUGE	LA	70808-5927	1FM5K7D83DDGA91749
10039247701	JESUS G	AMADOR	GONZALES	CA	93926-0815	1FM5K7D84DGB90063
10049806101	JOE	AQUINO	OCEANSIDE	CA	92057-7746	1FM5K7F97DGB63087
10050670701	MARIA	ARCE	RCH CUCAMONGA	CA	91701-5621	1FMHK7D85CGA41303
10051652001	SANTIAGO	ARENAS	LOS ANGELES	CA	90023-2426	1FMHK7D89BGA11820
10057339301	NAZRIN	ASHLEY FAMILY TRUST	ROCKLIN	CA	95765-5089	1FMHK7D86BGA15775
10057424501	KARLA K	ASHRAF	DIAMOND BAR	CA	91765-1873	1FMHK7D84BGA76901
10059718001	AIDA JULIETA	AUBLE	ARNOLD	NE	69120-9432	1FM5K8D87DGA45637
10063693701	ISIDRO L	AVILEZ	SAN ANTONIO	TX	78245-1467	1FM5K7D86FGA21729
10077772701	NOTEH	BAQUERA	EL PASO	TX	79927-2656	1FMHK7D82BGA92840
10102560901	RYANE	BERGER	LOS ANGELES	CA	90036-3029	1FM5K7D84DGB99975
10113389301	PAUL W	BLACK	AKRON	IN	46910-9350	1FM5K8D87FG895637
10130137601	JANET	BOUY JR	PLAQUEMINE	LA	70764-2139	1FM5K7D83EGA41726
10147528701	TRACY	BROWN	EL CAJON	CA	92021-3621	1FM5K7F83EGC07224
10172447001	WILLIAM SCOTT	CALKINS	MCCLELLAN	CA	95652	1FM5K8B84DGC82878
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10181936501	WILLIAM SCOTT	CARDEN	NAPA	CA	94558-3122	1FM5K7D88FGC50879
10194221701	MAURICIO	CASTILLO	NEWBURGH	IN	47630-7426	1FM5K7F80EGA60604
10194756201	BENJAMIN JAVIAN	CASTRO	ESCONDIDO	CA	92025-2220	1FM5K7B95DGB89872
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## VALID EXCLUSION REQUESTS

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## VALID EXCLUSION REQUESTS

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VALID EXCLUSION REQUESTS

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10214816801	CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0DGC26043	
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10214832601	CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2DGC21054	
10214840501	CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2FGC08632	
10214848001	CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXFGB91840	
10214856901	CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0FGC08628	
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10214566001	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0EGB54360	
10214574001	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4EGB54331	
10214582901	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4EGB59075	
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10214606801	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB59068	
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10214622601	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0FGA78852	
10214630501	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9EGB59105	
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10214662701	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB54385	
10214670601	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2DGC26027	
10214678001	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4DGC26062	
10214686001	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB59100	
10214694901	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB54334	
10214702401	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6EGB54363	
10214710301	CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6EGB59112	
10214718801	CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR1DGC26066	

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ClaimID	First Name	Last Name	City	ST	Zip	VIN
10214726701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7DGC35208
10214734601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR9FGB91831
10214742501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7FGB91844
10214750401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8FGB91853
10214758901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR3FGB91811
10214766801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0FGB91815
10214774701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR5FGB91809
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10214790501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR4DGC26028
10214798001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6FGB91799
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10214822301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6DGC26032
10214830201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2DGC26030
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10214846601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8DGC26033
10214854501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7DGB16140
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10214570201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1DGC26021
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10214594501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB59096
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10214610001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB54341
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10214642101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB59088
10214650001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB59077
10214658501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB59120
10214666401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB54371

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ClaimID	First Name	Last Name	City	ST	Zip	VIN
10214674301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR3DGC26053
10214682201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB54365
10214690101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB59131
10214698601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6FGB91818
10214706101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6EGB59076
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10214746201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7FGB91794
10214754101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8FGB91786
10214762001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR3FGB91789
10214770001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K7AR5DGB90764
10214778401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR4FGB91817
10214786301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2FGB91850
10214794201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6FGB91821
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10214818101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0DGC26026
10214826001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR3DGC26067
10214834001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXDGCC26034
10214842901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8DGC26050
10214850801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXFGB91823
10214858201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR1DGC26049
10214551901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR3EGB54370
10214559301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0EGB59106
10214567201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0EGB54357
10214575101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4EGB54345
10214583001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4EGB59092
10214591001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB54352
10214599401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB59129
10214607001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB54338

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ClaimID	First Name	Last Name	City	ST	Zip	VIN
10214615901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB54381
10214623801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9EGB54339
10214631701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9EGB59069
10214639101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB54375
10214647001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB59091
10214655001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB59103
10214663901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB54404
10214671801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2DGC26058
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10214687101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB59114
10214695001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB54351
10214703601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6EGB54380
10214711501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0DGC26057
10214719001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR1DGC26035
10214727901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7DGC35211
10214735801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR9FGB91814
10214743701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7FGB91813
10214751601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8FGB91836
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10214767001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0FGB91829
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10214783801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR4FGB98850
10214791701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR4DGC26014
10214799101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6FGB91804
10214807701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR9DGC21052
10214815601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0DGC35213
10214823501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6DGC26046
10214831401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2DGC26044
10214839901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2FGC08629
10214847801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXFGB98853
10214855701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR9FGA78851
10214553201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR3EGB54403

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ClaimID	First Name	Last Name	City	ST	Zip	VIN
10214561101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0EGB59087
10214569601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1DGC26018
10214577501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4EGB54393
10214585401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1FGB91791
10214593301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB54402
10214601901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB59118
10214609301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB54355
10214617201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB54350
10214625101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9EGB54387
10214633001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9EGB59122
10214641001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB54330
10214649401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB59113
10214657301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB59117
10214665201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB54354
10214673101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR3DGC26036
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10214689501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB59081
10214697401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9DGC35209
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10214713901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB59037
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10214729201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7DGC26038
10214737101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR9FGB91800
10214745001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7FGB91830
10214753001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8FGB91819
10214761901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR3FGB91825
10214769301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0FGB91846
10214777201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR4FGB91848
10214785101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2FGB91797
10214793001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR4DGC21055
10214801601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6FGB98848
10214809001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR5DGC26054

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10214817001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0DGC26060
10214825901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6DGC26015
10214833801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXDGC26017
10214841701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8B8XFGA89038
10214849101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXFGB91837
10214857001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0FGC08631
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10214556801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR3EGB54336
10214564701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0EGB54388
10214572601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7DGC26024
10214580501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4EGB59111
10214588001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB54349
10214596901	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB59082
10214604401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB59085
10214612301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB54386
10214620201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB54333
10214628701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9EGB54373
10214636601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB54344
10214644501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB59110
10214652401	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB59130
10214660301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB59070
10214668801	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB54337
10214676701	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2FGA78853
10214684601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB54396
10214692501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB59078
10214700001	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6EGB54346
10214708501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6EGB59093
10214724301	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR1FGB91841
10214732201	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR7DGC21051
10214740101	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR9FGC08627
10214748601	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8FGB98849
10214756501	CITY OF AUSTIN	AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR3FGB91842

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10214764401		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0FGB91796
10214772301		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR5FGB91826
10214780201		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR4FGB91834
10214788701		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR2FGB91833
10214796601		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR6FGB91849
10214804101		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR9DGC26025
10214812001		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR5DGC26023
10214820001		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR0DGC21053
10214828401		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR3DGC26019
10214836301		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXDGC26065
10214844201		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8AR8DGC26016
10214852101		CITY OF AUSTIN	AUSTIN	TX	78721-3639	1FM5K8ARXFGB91806
10214547701		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR3EGB59116
10214555601		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR3EGB54367
10214563501		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR0EGB54391
10214571401		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1DGC26052
10214579901		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR4EGB59125
10214587801		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB54335
10214595701		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR1EGB59079
10214603201		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB59071
10214611101		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR7EGB54372
10214619601		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB54364
10214627501		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR9EGB54342
10214635401		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB54392
10214643301		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2EGB59074
10214651201		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR8EGB59080
10214659701		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB59084
10214667601		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR5EGB54340
10214675501		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR2FGB83859
10214683401		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB54379
10214691301		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8ARXEGB59128
10214699801		CITY OF AUSTIN	AUSTIN	TX	78702-2424	1FM5K8AR6EGB54377

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ClaimID	First Name	Last Name	City	ST	Zip	VIN
10214707301			AUSTIN	TX	78702-2424	1FM5K8AR6EGB59109
10214723101			AUSTIN	TX	78721-3639	1FM5K8AR1FGB91838
10214731001			AUSTIN	TX	78721-3639	1FM5K8AR7DGC26041
10214739501			AUSTIN	TX	78721-3639	1FM5K8AR9FGC08630
10214747401			AUSTIN	TX	78721-3639	1FM5K8AR7FGC08626
10214755301			AUSTIN	TX	78721-3639	1FM5K8AR8FGB91805
10214763201			AUSTIN	TX	78721-3639	1FM5K8AR9DGB16141
10214771101			AUSTIN	TX	78721-3639	1FM5K8AR5FGB91843
10214779601			AUSTIN	TX	78721-3639	1FM5K8AR4FGB91820
10214787501			AUSTIN	TX	78721-3639	1FM5K8AR2FGB91816
10214795401			AUSTIN	TX	78721-3639	1FM5K8AR6FGB91835
10214803001			AUSTIN	TX	78721-3639	1FM5K8AR9DGC26011
10214811901			AUSTIN	TX	78721-3639	1FM5K8AR5DGC26037
10214819301			AUSTIN	TX	78721-3639	1FM5K8AR0DGC26012
10214827201			AUSTIN	TX	78721-3639	1FM5K8AR3DGC26022
10214835101			AUSTIN	TX	78721-3639	1FM5K8ARXDGC26020
10214843001			AUSTIN	TX	78721-3639	1FM5K8AR8DGC26064
10214851001			AUSTIN	TX	78721-3639	1FM5K8ARXFGB91790
10214859401			AUSTIN	TX	78721-3639	1FM5K8AR9DGC35212
10214860001			AUSTIN	TX	78721-3639	1FM5K8AR3DGC16140
10214861201			AUSTIN	TX	78702-2424	1FM5K8AR9FGB83860
10238866001	JESSICA LYNN	COGNETTI	KINGMAN	AZ	86409-1290	1FM5K8GTJ3FGC25412
900290601	MIGUEL	CORRAL	WHITTIER	CA	90605-	1FMHK7F83BGA43126
10255767601	ROXANNE	CORRAL	WHITTIER	CA	90605-2910	1FMHK7F83BGA43126
10290463701	PENNY S	DAVISON	LINDALE	TX	75771-7049	1FM5K7F8XFGB66852
10290531901	NADINE Z	DAVUSH	MURRIETA	CA	92562-4472	1FM5K7F84DGB63104
10292464801	PEGGY	DEAN	CHICORA	PA	16025-3602	1FMHKK8D88BGA53594
10327598801	PAMELA J	DUFORD	BAKERSFIELD	CA	93312-6453	1FMHKK8F84BGA73225
10395990701	DOROTHY MARIE	ESCHENBURG	ROCHESTER HLS	MI	48306-3416	1FM5K8F87FGB00975
10404275801	MOLLY MARIE	FANDRICH YACKO	CENTENNIAL	CO	80121-3003	1FM5K8D86FGA45499
10422047801	MARI LINDA	FLORES	MCALLEN	TX	78504-3814	1FM5K7B82DGC79911
10431210501	LINDELL L	FOSTER	BIRMINGHAM	AL	35242-6910	1FM5K7D83DGA02276

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ClaimID	First Name	Last Name	City	ST	Zip	VIN
10451096101	JOSE A	GARCIA	RIALTO	CA	92376-6871	1FMHK7D83BGA07570
10450913201	JAIMIE	GARCIA	LOS GATOS	CA	95030-6741	1FMHK8F89BGAA43296
10457163901	WILLIAM	GAUDSMITH	VAN NUYS	CA	91406-2630	1FMHK7D8XCAGA20821
10457162701	WILLIAM	GAUDSMITH	VAN NUYS	CA	91406-2630	1FM5K7F8XDGC61604
10465916601	DOLLY	GIBSON	MORENO VALLEY	CA	92553-6004	1FM5K7D8XDGA17731
10474341401	KRISTEN ANN	GOESCHSCHILLAGE	LOS GATOS	CA	95030-3011	1FMHK8D87BGA15905
10477720501	BRANDELYN M	GONZALEZ	EAGLE	ID	83616-6919	1FM5K8F87EGB18682
10484838801	OSCAR F	GRAHAM	ORANGE	CA	92867-7809	1FM5K7B87DGC81153
10488499001	DONALD RAY	GREBE JR	CLUTE	TX	77531-4956	1FMHK7D88BGA25921
10496739001	JOSEPH EARL	GROVES	NOVI	MI	48374-1016	1FM5K8D81FGA53316
10516397101	KENNETH EUGENE	HARDENBER	HERNANDO	FL	34442	1FMHK8D84CGA78509
10516396001	CHRISTINE LYNN	HARDENBER	HERNANDO	FL	34442-3242	1FM5K7F84EGA97283
10555167301	JACQUELYN J	HITES	OLNEY	IL	62450-4311	1FM5K8D8XFGA06740
10557917801	ROBERT G	HOFFMAN	LODI	CA	95240-0400	1FMHK8D80BGA93698
900285001	DONNA	HOFFMAN	LODI	CA	995240	1FMHK8D80BGA93698
10571140801	KEN	HRIBAR	LOGAN	UT	84341-2432	1FMHK7D8XCAGA17840
10576251901	BRIAN P	HUNLEY	BEREA	OH	44017-3154	1FM5K8D83FGC37060
10596306901	SARAH	JEFFCOAT	NORTH	SC	29112	1FMHK7D8XCAGA44908
10635277501	HAROLD DONALD	KILBY	BRISTOL	CT	06010-6490	1FMHK8D82BGA25547
10683629801	ROBERT	LEPPO	NEW OXFORD	PA	17350-8412	1FMHK8D80BGA65853
10730051501	LUIS F & VANESSA L	MARROQUIN & VELASCO	LOS ANGELES	CA	90046-8317	1FM5K8G12FGB11773
10730671201	JAMES	MARSHALL	DAYVILLE	CT	06241-1847	1FM5K8D87EGA46563
900293701	HEIDI & ANDRE	MELANCON	BREAUX BRIDGE	LA	70517-	1FM5K8G12EGB42150
10777758701	MELISSA R	MIDKIFF	BATAVIA	NY	14020-1922	1FMHK8B82CGA99930
10781996001	JAMES R	MILLER	BRENTON	WV	24818-0040	1FM5K8B81EGB71450
10813974801	CRISTINA A	MURESANU	LAKE GENEVA	WI	53147-4945	1FM5K7D83FGC48666
10815135901	SEAN	MURPHY	BURBANK	CA	91505-2925	1FMHK7F93CGA04871
10815379401	ROSS LEE	MURPHY II	PHOENIX	AZ	85048-5915	1FM5K8G14FGC25581
10877327901	BERNARD	PAZDER	AUSTIN	TX	78748-6401	1FM5K7D91DGC80067
10879667001	ESMERALDA & LAURA	PELAEZ	PACOIMA	CA	91333-1182	1FM5K7B89EGC01109
10906528101	IOVANA	POSADA	MIAMI	FL	33174-1803	1FM5K7B81FGA71215
10907896201	MICHAEL	POULSEN	MOUNTAIN VIEW	CA	94043-4463	1FM5K7D86DDGB70574

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ClaimID	First Name	Last Name	City	ST	Zip	VIN
10908237001	DEBRA JANE	POWELL	LIVINGSTON	TX	77351-6138	1FM5K7B89FGC48609
10950391001	MEREDITH VASQUEZ	RAGSDALE	ALLEN	TX	75002-2307	1FMHK7F87CGA72632
10957039001	MICAH R	RAWLS	CALHOUN	LA	71225-8195	1FMHK7F92CGA53494
10988216701	ERICS	RODRIGUEZ	MARINETTE	WI	54143-2016	1FM5K8F89EGC45739
900289401	GABRIELA	ROMERO	ESCONDIDO	CA	92025-	1FM5K7B95DGB89872
900292301	MARCELA	SANCHEZ	POMONA	CA	91766-	1FMK7D83CGA32096
11016253501	FRANCISCO	SANCHEZ	POMONA	CA	91766-5760	1FMHK7D83CGA32096
11026111201	ALEXA	SCHERER	DIXON	IA	52745-9604	1FM5K8D87DGA98015
11035601901	RONALD E	SCOTT	FAIRFIELD	CA	94534-8300	1FM5K7D86DGC25072
11048834901	WILLARD GWYN	SHEPHERD	STREET	MD	21154-1003	1FM5K8F81DGB61347
11056583601	MATTHEW & ROSE	SILVERSTEIN	COLUMBIA	MD	21044-4246	1FM5K8F8XEGB16098
11065985501	ARTHUR J	SMITH	FALLBROOK	CA	92028-9409	1FM5K7D94DGB70405
900291001	JENNIFER	SMITH	FALLBROOK	CA	92028-	1FM5K7D94DGB70405
11079383301	DARLEEN	SOUDER	LAUREL	MD	20723-1717	1FMHK8D83CGA03137
11116557001	JILL F	SUPINA	SUN PRAIRIE	WI	53590-3527	1FMHK8D85BGA06779
11120352101	JANE	SWITZER	REDKEY	IN	47373-9355	1FMHK8D82CGA04358
11122877301	TERRELL B	TALBOT	LAFAYETTE	LA	70506-5211	1FM5K7D80FGB46841
11127610001	NOEL	TAYLOR	KILLEEN	TX	76549-7629	1FM5K8GT9EGC22822
11247238201	MICHAEL P	WOODS	LENEXA	KS	66215-3766	1FM5K7B8XDGB05262
11248012301	RUSSELL DANIEL & CAROL	WOOLSEY	CORP CHRISTI	TX	78410-2318	1FM5K7D8XFGC38295
11249244701	WALTER	WOZNIAK	FLAT ROCK	MI	48134-1897	1FM5K8D83EGA68690
11259350101	MIECZYSLAW	ZAMBROWSKI	WOODHAVEN	NY	11421-8424	1FM5K8D81EGC33295