

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

MICHELE PROVO and SUSAN	:	
CHERWA, on behalf of themselves and	:	C.A. NO.: 1:25-cv-00569-RGA
all others similarly situated,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
FORD MOTOR COMPANY,	:	
	:	
Defendant.	:	
	:	

~~PROPOSED~~ PRELIMINARY APPROVAL ORDER

The parties to the above-captioned action have entered into a Settlement Agreement (submitted to the Court on June 4, 2026), to settle the above-captioned putative class action in its entirety, and Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Class Settlement and Approval of Class Notice, and a supporting memorandum. All capitalized terms used in this Order have the meaning given to them in the Settlement Agreement.

The Court has read and considered the Settlement Agreement and all its Exhibits, including the proposed Class Notice. The Court finds there is a sufficient basis for granting preliminary approval of the Settlement Agreement and authorizing the steps necessary to determine whether the Settlement Agreement should be finally approved and the Litigation dismissed (including the dissemination of Class Notice).

Accordingly, IT IS HEREBY ORDERED that:

1. The Court has jurisdiction over the subject matter and Parties to these proceedings pursuant to 28 U.S.C. §§ 1332(d), and venue is proper in this district.
2. The Court finds that, for settlement purposes, the factors listed in Federal Rule of Civil Procedure 23 are satisfied as to the following class:

the Named Plaintiffs and all persons who, as the Original Owner or Lessee, purchased or leased a Class Vehicle before June 1, 2024, for personal, family, or household use and who have not already received any compensation from Ford, including any settlement payment or repurchase, relating to the Class Vehicle or to any alleged defect of, or economic loss relating to, the Class Vehicle.

The Court finds it appropriate to establish the following exclusions from the Settlement Class: (1) all purchasers of Class Vehicles for business, commercial, or other non-personal uses; (2) all federal court judges who have presided over this case and their chamber staff, and any members of their immediate families; (3) all persons that have litigated to final judgment claims against Ford involving Ford recall number 24S21 (National Highway Traffic and Safety Administration recall number 24V226) (the “Recall”) or alleged economic loss relating to the Class Vehicle; (4) all persons who, via a settlement or otherwise, delivered to Ford releases of claims involving the Recall or alleged economic loss relating to the Class Vehicle; (5) Ford’s employees, officers, directors, agents, and representatives, and their family members; and (6) all persons who submitted a valid request for exclusion.

The Court further finds that preliminary certification of this class is appropriate, and this Settlement Class is preliminarily certified for settlement purposes only.

3. The Court appoints Named Plaintiffs Michele Provo and Susan Cherwa to serve as representatives of the Settlement Class.

4. The Court appoints Russell D. Paul, Amey J. Park, Natalie Lesser, Cody R. Padgett, Abigail Gertner, and Majdi Hijazin; and the law firms Berger Montague PC and Capstone Law APC to serve as Class Counsel.

5. The preliminary certification of this Litigation as a class action is for settlement purposes only, and the preliminary approval of the Settlement Class and the appointment of Class Counsel shall be terminated without further force or effect and without prejudice to any party in

connection with any future proceedings in this action, including any future motion with respect to class certification, if:

- a. The Court does not give final approval to the Settlement Agreement and enter the Final Order and Judgment substantially in the same form as Exhibit 4 to the Settlement Agreement; or
- b. This Court's approval of the Settlement and/or entry of the Final Order and Judgment are reversed on appeal.

6. The Court finds that the terms of the Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the Class Notice to members of the Settlement Class. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and that it will likely be able to approve the Settlement Agreement under Rule 23(e)(2) and certify the Settlement Class for purposes of judgment. The Court's determination is preliminary and made solely for the purposes of authorizing Notice to the Class Members and to schedule a Fairness Hearing on final approval of the proposed settlement.

7. In conjunction with moving for final approval, Class Counsel may apply to the Court for an award of attorneys' fees and expense reimbursement, not to exceed \$625,000, covering legal services provided to the Named Plaintiffs and Class Members in connection with the Litigation and settlement of the Litigation (the "Fee and Expense Application"). The Fee and Expense Application shall be filed by 12/30/2026.

8. Also in conjunction with moving for final approval, Class Counsel may submit an application for any service award for both of the Named Plaintiffs, not to exceed \$3,500 each, to

be paid by Ford separately from the fee and expense award. The application for service awards shall be filed by 12/30/2026.

9. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1715(d), a hearing (the “Fairness Hearing”) shall be held on 3/16/2027 at 10:00 AM, before the undersigned at the United States District Court, 844 North King St., Unit 18, Wilmington, Delaware 19801, for the purpose of finally determining whether the proposed Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court via entry of the Final Order and Judgment attached to the Settlement Agreement, and if so, what amount of reasonable attorneys’ fees and reasonable reimbursement of costs and expenses should be awarded to Class Counsel, and whether the service awards shall be awarded. Class Counsel shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven days before the Fairness Hearing.

10. The Court approves the form and content of the Short Form Class Notice and the Long Form Class Notice (together, the “Class Notice”), attached to the Settlement Agreement as Exhibits 1 and 2. The Court finds that the Class Notice reasonably informs the Class Members of the material terms of the Settlement and their rights and responsibilities in connection with the Settlement, and once distributed pursuant to the Plan of Distribution detailed below, constitutes valid, due, and sufficient notice to Class Members in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rule 23. The Costs of providing Class Notice to the Class Members shall be borne by Ford.

11. On or before 10/15/2026, Ford shall cause to be delivered by United States Postal Service first-class mailing, postage prepaid, copies of the Short Form Notice containing the language in Exhibit 1 to the Settlement Agreement to be mailed to the current address of each

original purchaser or lessee of a Class Vehicle for whom Ford can reasonably obtain an address. On or before 8/31/2026, Ford shall cause to be posted on a settlement website that it shall establish and maintain the Long Form Class Notice containing the language in Exhibit 2 to the Settlement Agreement. The Court finds that such notice is the best notice practicable under the facts and circumstances of this case.

12. If it has not done so already, Ford shall provide to the Attorney General of the United States and the attorneys general of the states and territories in which Class Members reside, the information specified in 28 U.S.C. § 1715 by the deadline established in that statute.

13. The Court appoints Epiq Solutions as Settlement Administrator, with the duties and obligations set forth in the Settlement Agreement. Without limiting the foregoing, the Settlement Administrator shall establish a “Ford Claim Center,” shall review submitted claims along with supporting documentation to determine eligibility, may investigate any claim to determine whether it is valid, and may reject any claim that does not include the required information, documentation, or certification. If the Settlement Administrator rejects a claim, it will notify the Class member by U.S. Mail, and email if the Class Member has provided his or her email address, within thirty (30) days of the determination of the rejection, and advise the Class Member of the reason(s) for the rejection. Within 30 days thereafter, a person whose claim has been rejected may request reconsideration and provide his or her grounds for contesting the rejection and any supporting documentation. Ford and Class Counsel will confer in good faith in an attempt to reach agreement on the request for reconsideration. If Ford and Class Counsel cannot agree, the Settlement Administrator shall make a final determination. Thereafter, Ford, Class Counsel, or a Class Member may appeal a rejected claim to the Court within forty-five (45) days of the mailing of the Settlement Administrator’s final determination. The Settlement Administrator is also directed to

establish an administrative mechanism for receiving requests from Class Members to exclude themselves from the Settlement Class, as set forth in the Settlement Agreement.

14. Ford shall provide a declaration from the Settlement Administrator attesting to its compliance with its notice obligations not less than 14 days prior to the Fairness Hearing. That declaration shall include:

- a. The total number of Class Members;
- b. A sample copy of the Class Notice;
- c. The process by which the Settlement Administrator obtained a mailing list for the Short Form Class Notice;
- d. The number of Short Form Class Notices mailed and the range of dates within which such Notices were mailed; and
- e. The number of Short Form Class Notices returned to the Settlement Administrator by the United States Postal Service.

15. Each potential Class Member who wishes to be excluded from the Settlement Class must submit via United States Postal Service first-class mailing a Request for Exclusion to the address specified in the Class Notice, which address shall be a site under the Settlement Administrator's control. Such Requests for Exclusion must be received at that address on or before

1/13/2027. To be effective the Request for Exclusion must:

- a. Include the Member of the Settlement Class's full name, address, and telephone number;
- b. Identify the model, model year, VIN, and purchase or lease date of the Member of the Settlement Class's Class Vehicle(s);

- c. Explicitly and unambiguously state his or her desire to be excluded from the Settlement Class in *Provo v. Ford Motor Company*; and
- d. Be individually and personally signed by the Member of the Settlement Class (if the Member of the Settlement Class is represented by counsel, it must also be signed by such counsel).

16. Any Class Member who fails to submit a timely and complete Request for Exclusion to the required address, or who communicates his or her intentions regarding membership in the Settlement Class in an ambiguous manner, shall be subject to and bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class pursuant to the Settlement Agreement unless determined otherwise by the Court. Any communication from Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Class Member meant to request exclusion from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good-faith evaluation if possible. Any uncertainties about whether a Class Member requested to exclude himself or herself from the Settlement Class will be resolved by the Court.

17. The Settlement Administrator shall tabulate Requests for Exclusion from prospective Class Members and shall report the names and addresses of such persons to the Court and Class Counsel no less than seven days before the Fairness Hearing.

18. Any Class Member who intends to object to the fairness of the Settlement Agreement (including Class Counsel's Fee and Expense Application) must, by 1/13/2027, file such objection with the Court. Any objection to the Settlement Agreement must be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the objection must also be signed by such counsel), and must include:

- a. The case name and number (*Provo v. Ford Motor Company*, Case No. 1:25-cv-00569-RGA);
- b. The objecting Member of the Settlement Class's full name, address, and telephone number;
- c. The model, model year, VIN, and purchase or lease date of the objecting Member of the Settlement Class's Class Vehicle;
- d. Proof of Membership in the Settlement Class;
- e. A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- f. A statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- g. Copies of any papers, briefs, or other documents on which the objection is based;
- ~~h. A list of all cases in which the Member of the Settlement Class and/or his or her counsel filed or in any way participated—financially or otherwise—objecting to a class settlement during the preceding five years;~~
- i. The name, address, email address, and telephone number of every attorney representing the objector; and
- j. 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.

19. The parties to this Litigation and to the Settlement Agreement shall file any memoranda or other materials in support of final approval of the Settlement Agreement, including

in response to any timely and properly filed objection to the Settlement Agreement, no later than seven days before the Fairness Hearing. Such materials will be served on Class Counsel, counsel for Ford, and on any member of the Settlement Class (or their counsel, if represented by counsel) to whose objection the memoranda or other materials respond.

20. Following the Fairness Hearing, and based upon the entire record in this matter, the Court will decide whether the Settlement Agreement should be finally approved, and if so, what amount of reasonable fees and expenses should be awarded to Class Counsel, and whether a service award for the Named Plaintiffs shall be awarded. If the Court determines the Settlement is reasonable, fair, and adequate, the Court will issue a Final Order and Judgment memorializing its decision in the form contemplated by Exhibit 4 to the Settlement Agreement. The Court will also issue an Order awarding reasonable fees and expenses to Class Counsel in an amount determined by the Court, but in any event not greater than \$625,000.

21. 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 Members of the Settlement Class 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 relating to the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters alleged in the Litigation, or claims based in whole or part on the Recall or any alleged defect(s) in the Class Vehicles that relate in any way to the “Transit Trail” package (including without limitation the design, manufacture, modification, advertising, or sale of a Class Vehicle as a “Transit Trail”) and alleging economic damages or losses associated with the purchase or lease of the Class Vehicles, including without limitation any alleged overpayment, diminished value or

resale value, cost of repair, out-of-pocket payment, expenditure in reliance on any fact or understanding, or inducement to purchase or lease, but excluding personal injury and wrongful death claims and claims for damage to property other than Class Vehicles.

It is so ordered.

BY THE COURT:

A handwritten signature in blue ink, appearing to read "Richard G. Andrews", is written over a horizontal line.

Hon. Richard G. Andrews
United States District Judge

6/17/2026