

EXHIBIT C

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re: NAVISTAR DIESEL ENGINE) Case No. 11-cv-2496
PRODUCTS LIABILITY) MDL No. 2223
LITIGATION)

This Document Relates to: All Cases

[PROPOSED] FINAL ORDER AND JUDGMENT

On _____, 2012, 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. All capitalized terms used in this Order have the meaning as defined in the Settlement Agreement, which is attached hereto and incorporated herein by reference.

Following the dissemination of Class Notice, Settlement Class Members were given an opportunity to (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 Plaintiffs’ application for a Service Award).

A Fairness Hearing was held on _____, 2013, at which time all interested persons were given a full opportunity to state any objections to the Settlement Agreement. The Fairness Hearing was held more than 90 days after Ford provided notice of the proposed Settlement to federal and state-level attorneys general as required by 28 U.S.C. § 1715(b), thus complying with 28 U.S.C. § 1715(d).

Having read and fully considered the terms of the Settlement Agreement and all submissions made in connection with it, the Court finds that the Settlement Agreement should be finally approved and the Litigation dismissed with prejudice as to all Settlement Class Members who have not excluded themselves from the Settlement Class, and without prejudice as to all persons who timely and validly excluded themselves from the Settlement Class.

IT IS HEREBY ORDERED that:

1. The prior provisional 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 2003-2007 non-ambulance Ford vehicle sold or leased in the United States and equipped with a 6.0-liter PowerStroke diesel engine that received one or more repairs covered by Ford's New Vehicle Limited Warranty during the vehicle's first five years in service or 100,000 miles, whichever comes first, to: a fuel injector; the exhaust gas recirculation ("EGR") valve; the EGR cooler; the oil cooler; or the turbocharger.

Excluded from the Settlement Class are: (a) all federal court judges who have presided over this case and their spouses and anyone within three degrees of consanguinity from those judges and their spouses; (b) all entities and natural persons who elect to exclude themselves from the Settlement Class; (c) all entities and natural persons who have previously executed and delivered to Ford Motor Company releases of all their claims, including, but not limited to, members of the settlement class in *Williams A. Ambulance, Inc., et al. v. Ford Motor Company*, Case No. 1:06-cv-776 in the United States District Court for the Eastern District of Texas, Beaumont Division; (d) all entities and natural persons who: (1) prior to November 1, 2012, filed an individual lawsuit (*i.e.*, a lawsuit that does not seek certification as a class action) in any court asserting causes of action of any nature, including but not limited to claims for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, warranty and equitable claims) based upon the 6.0L engine in a Class Vehicle, and (2)

have not voluntarily dismissed such lawsuit without prejudice; and
(e) Defendant's employees, officers, directors, agents, and representatives and their family members.

2. 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.

3. 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.

4. The Court awards a Service Award of \$_____ total, and directs Ford to pay such amounts to the Named Plaintiffs through Class Counsel. Class Counsel's Fee and Expense Application and the allocation of the Service Award is addressed in a separate Order.

5. 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.

6. The Court dismisses on the merits and with prejudice *In re: Navistar Diesel Engine Products Liability Litigation*, Case No.: 1:11-cv-02496 (MDL 2223) and each and every action transferred to MDL No. 2223. In addition, the Court also dismisses all claims which any Settlement Class Members alleged or could have alleged in any complaint, action, or litigation based upon the 6.0-liter engines in the Class Vehicles.

7. Upon the Effective Date of the Settlement, the Named Plaintiffs, 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 the 6.0-liter diesel engines in the Class Vehicles.

8. 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 7, based upon, relating to, or arising out of, any of the matters which are discharged and released pursuant to paragraph 7 hereof. Identification information about Settlement Class Members who effectively excluded themselves from the Class is attached as Exhibit __ to this Order.

9. If (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.

10. 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.

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

SIGNED at Chicago, Illinois this ____ day of _____, 2013

MATTHEW F. KENNELLY
UNITED STATES DISTRICT JUDGE