

# **EXHIBIT D**

Settlement Administrator  
PO Box XXXX  
Southgate, MI 48195-XXXX

November XX, 2012

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Thomas L. Green  
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UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS

# If you had a Ford with a 6.0-liter diesel engine, you could get benefits from a class action settlement

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

**Please read this Notice carefully, as it affects your legal rights.**

***If* you:**

- 1. purchased or leased a model year 2003–2007 non-ambulance Ford vehicle in the United States equipped with a 6.0-liter PowerStroke diesel engine; and**
- 2. the vehicle received one or more repairs covered by Ford’s New Vehicle Limited Warranty during its first five years in service or 100,000 miles, whichever came first, to a fuel injector; the EGR valve; the EGR cooler; the oil cooler; or the turbocharger; and**
- 3. you had not, as of November 1, 2012, filed (and not voluntarily dismissed without prejudice) an individual lawsuit based on that engine;**

***Then* you may be a Member of a proposed Settlement Class and entitled to reimbursement for certain engine-related repair costs and deductibles.**

If the Court approves the proposed Settlement, Ford will provide Class Members a means of obtaining reimbursement for certain engine-related repair costs and deductibles. All persons (or entities) who agree to accept these benefits will be barred from pursuing individual lawsuits against Ford and others based on the 6.0-liter engines in these vehicles.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	No action is required if you wish to participate in the proposed Settlement; if you wish to seek reimbursement you will need to submit a claim form and supporting information if the Settlement is approved.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you do not want to participate in the proposed Settlement, you can exclude yourself. This is the only option that allows you to retain any rights you may have against Ford over the claims in this case.
<b>OBJECT OR COMMENT</b>	You may write the Court about why you do, or do not, support the proposed Settlement or any of its provisions.
<b>ATTEND THE HEARING</b>	You may ask to speak to the Court about the fairness of the proposed Settlement.

1. **THE LITIGATION:** On April 13, 2011, the Judicial Panel on Multidistrict Litigation created MDL No. 2223, *In re: Navistar 6.0L Diesel Engine Products Liability Litigation*, and transferred seven lawsuits involving similar claims to the Court for pretrial proceedings. Thirty-two additional lawsuits have since been transferred to the Court. The plaintiffs contend that the 6.0-liter diesel engine installed primarily in 2003–2007 heavy-duty Ford trucks and vans contains defects that result in poor performance and expensive repair bills. Plaintiffs assert a variety of legal claims against Ford based on the engine’s design, the marketing of the vehicles, and Ford’s repair practices. Plaintiffs seek to pursue their lawsuits (the “Litigation”) as a class action on behalf of other owners and lessees of model year 2003–2007 non-ambulance Ford vehicles equipped with a 6.0-liter diesel engine (“Class Vehicles”).

2. **FORD’S POSITION:** Ford denies all allegations of wrongdoing asserted in the Litigation, including claims that the engines are defective and that Ford is liable to any buyer, lessee, or operator of the vehicles under any legal claim. Nonetheless, Ford has agreed to settle the Litigation by providing the benefits described in this Notice.

3. **NOTICE:** This Notice informs Settlement Class Members of the Litigation and the proposed Settlement, and describes the Settlement Class Members’ rights and options.

4. **SETTLEMENT CLASS:** The following Settlement Class has been conditionally certified:

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.

The Settlement Class excludes: (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 persons who elect to exclude themselves from the Settlement Class, (c) all persons who have previously executed and delivered to Ford releases of all their claims, (d) all persons who filed an individual lawsuit (*i.e.*, a lawsuit that does not seek certification as a class action) in any court before November 1, 2012, asserting claims related to the 6.0-liter engine in a Class Vehicle, unless that lawsuit has been voluntarily dismissed without prejudice; and (e) Ford’s employees, officers, directors, agents, and representatives and their family members.

The Court has appointed Michael A. Caddell, Cynthia B. Chapman, and Cory S. Fein of Caddell & Chapman, among others, to serve as Class Counsel representing the Settlement Class.

5. **SETTLEMENT BENEFITS:** If the Court approves the proposed Settlement at the Fairness Hearing scheduled for [DATE], Ford will provide one of the following two benefits to Settlement Class Members. (Settlement Class Members can seek one, but not both, of these benefits.)

**a. Reimbursement for Post-Warranty Repairs to Certain Engine Components.** If the Class Vehicle required repair to the EGR cooler, oil cooler, EGR valve, turbocharger, or a fuel injector after the original five-year/100,000-mile warranty expired—but before six years or 135,000 miles (whichever comes first)—Ford will reimburse the Settlement Class Member repair expenses up to the limits specified below, provided the Class Vehicle previously received a repair to that same component that was covered by Ford’s original warranty. (If either the EGR cooler or oil cooler received a repair covered by the original warranty, both components will be eligible for reimbursement of post-warranty repairs.) To be eligible for reimbursement, a repair must have been of the type covered by the original Ford warranty (*e.g.*, it was not caused by owner abuse or misuse, including failure to follow prescribed maintenance schedules or making unauthorized modifications to the engine).

COMPONENT	REIMBURSEMENT LIMIT
<b>EGR Cooler</b>	\$475
<b>Oil Cooler</b>	\$525
<b>Oil Cooler &amp; EGR Cooler</b>	\$825
<b>EGR Valve</b>	\$200
<b>Turbocharger</b>	\$750
<b>Fuel Injector</b>	\$375 for 1st injector \$125 for each add'l

**b. Reimbursement of Deductibles.** If a Settlement Class Member paid a \$100 deductible more than once for repairs under the five-year/100,000-mile engine warranty, Ford will reimburse \$50 each for the second through fifth deductible paid, up to a limit of \$200 for four deductible payments.

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You will receive these benefits only if the Court approves the proposed Settlement following the Fairness Hearing on [DATE], 2013, and only if you remain a Member of the Settlement Class. If you exclude yourself from the Settlement, you will receive no benefits.

To monitor the status of the proposed Settlement, to learn if and when it is approved, and to obtain claim forms, you may visit: [www.\[SETTLEMENT WEBSITE\].com](http://www.[SETTLEMENT WEBSITE].com) or call xxx-xxx-xxxx. (Claim forms will not be available until the Settlement is approved.)

**6. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARD:** Counsel for the Settlement Class have pursued the Litigation on a contingent basis and have paid all the costs of the Litigation. They have not yet been paid or recovered any of their expenses. As part of the proposed Settlement, Class Counsel will ask the Court to award them \$12.8 million in attorneys' fees and \$1.25 million in expenses, and to approve a \$150,000 service award to be divided among the Named Plaintiffs. The Court will decide the amount of the fee award, the expense award, and the service award at the Fairness Hearing. None of these payments will reduce the benefits that you, as a Settlement Class Member, receive. Ford will pay any money the Court awards to Class Counsel and the Named Plaintiffs.

**7. RESULT IF COURT APPROVES SETTLEMENT:** If the Court approves the proposed Settlement, it will dismiss the Litigation, and Ford will provide the benefits described above to the Settlement Class Members who have not excluded themselves from the Class. Settlement Class Members will be barred from pursuing lawsuits based on the 6.0-liter engine in the Class Vehicles. Therefore, if you want to bring your own lawsuit against Ford, you must exclude yourself from this Settlement.

**8. YOUR OPTIONS:** If you are a member of the Settlement Class, you have the following options:

**(a) DO NOTHING:** If you agree with the proposed Settlement, you do not need to take any immediate action. If the Court approves the Settlement, you may submit your claim to the Ford Claim Center and, provided your claim is valid, complete, and timely submitted, you will receive all benefits to which you are entitled under the Settlement. You will also release all legal claims against Ford based on the 6.0-liter engine. You may, if you wish, comment in favor of the Settlement by sending your comment to Class Counsel: Michael A. Caddell of Caddell & Chapman, 1331 Lamar, Suite 1070, Houston, TX 77010-3027.

**(b) REQUEST TO BE EXCLUDED:** If you wish to be excluded from the Settlement Class, the Ford Settlement Exclusion Center must receive a letter or postcard from you on or before [DATE], 2013. Your communication must include your name, address, and telephone number; the year, model, and vehicle identification number of your Class Vehicle; a clear statement that you wish to be excluded from the Settlement Class; and be personally signed by you (and your lawyer if you are represented by counsel). Your request must be sent to the Ford Settlement Exclusion Center at [MAILING ADDRESS].

If your exclusion request is properly submitted and received before the deadline, you will not be bound by the terms of the Settlement, and you will be free, if you choose, to pursue your own lawsuit against Ford based on the 6.0-liter engine. If you do not submit a clear and timely request for exclusion to the Ford Settlement Exclusion Center, you will be bound by the Settlement Agreement and relinquish any claims against Ford based on the 6.0-liter engine.

**(c) OBJECT:** If you are a member of the Settlement Class, you may object to the Settlement, Class Counsel's request for attorneys' fees and expenses, or the request for Named Plaintiffs' service awards. You may, but need not, select an attorney to appear at the Fairness Hearing on your behalf. If you do, you will be responsible for your own attorneys' fees and costs. If you object to the proposed Settlement, you must do so in writing on or before [DATE], 2013. Your written objection must include: (a) your full name, address, and telephone number; (b) the year, model, and vehicle identification number of your Class Vehicle, along with a copy of a vehicle title, registration, or license receipt; (c) a written statement of all reasons for your objection accompanied by any legal support; (d) copies of any papers, briefs, or other documents on which your objection is based; (e) a list of other cases in which you or your counsel have filed or in any way participated in—financially or otherwise—objections to a class settlement in the preceding five years; (f) the name, address, email address, and telephone number of all attorneys representing you; (g) a statement indicating whether you and/or your counsel intend to appear at the Fairness Hearing, and if so, a list of any persons you will call to testify in support of the objection; and (h) your signature (and your lawyer's signature if you are represented by counsel). Your written objection must also be: (1) filed with the Clerk of the U.S. District Court for the Northern District of Illinois, and (2) served upon both Michael A. Caddell of Caddell & Chapman, 1331 Lamar, Suite 1070, Houston, TX 77010-3027 (Class Counsel), and Brian C. Anderson, O'Melveny & Myers LLP, 1625 Eye Street, N.W., Washington, D.C. 20006 (counsel for Ford). Class Members who do not make their objections in a timely manner will waive all objections, their right to comment at the Fairness Hearing, and their right to appeal approval of the Settlement.

9. **FAIRNESS HEARING:** A hearing will be held before Judge Matthew F. Kennelly of the U.S. District Court for the Northern District of Illinois, Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604 on [DATE] at [TIME]. At the hearing, the Court will hear argument about whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be approved and, if so, what amount of fees and expenses should be awarded to Class Counsel, and what service award should be given to the Named Plaintiffs. The time, date, and location of this hearing may change without further notice to you. If you plan to attend the hearing, you should confirm its time, date, and location before making any plans.

10. **ADDITIONAL INFORMATION:** For additional information, or for a copy of the full Settlement Agreement; the request for attorneys' fees, costs and service awards; and other key Court documents, you may visit [www.\[SETTLEMENT WEBSITE\].com](http://www.[SETTLEMENT WEBSITE].com) or call the Claims Administrator at xxx-xxx-xxxx or Class Counsel at 1-800-207-9070. Please do not call or write the Court or the Office of the District Clerk.

BY ORDER OF THE COURT

Dated: [DATE], 2012

Clerk of the Court