

# **EXHIBIT 4**



4. I have taken apart and inspected dozens of 6.0L engines and their various components.

5. I eventually designed improved components and co-founded a company called Bullet Proof Diesel in Mesa, Arizona, which designs, manufactures, and sells improved components for the 6.0L engine to repair facilities throughout the country, including Ford dealerships.

6. My company in Mesa not only designs, manufactures, and sells its own components, we also have had an active business from 2007 to the present repairing these engines, including repairing these engines using Ford components, and examining engines that have suffered repeat malfunctions after prior attempted repairs.

7. My expertise with respect to the 6.0L engine has been recognized in multiple industry publications, including *Four Wheeler*, *Diesel World*, and *Off Road* magazines. Additionally, I am regularly consulted for assistance and advice by mechanics working on the 6.0L diesel engine, including mechanics working at Ford dealerships.

8. In addition to my work on behalf of my company, Bullet Proof Diesel, I have also done a great deal of work and study in conjunction with the opinions I have formed concerning this litigation. I have reviewed summary judgment motions filed by Ford, reviewed declarations signed by Ford's experts (Paul Taylor and Mark Hoffman) in support of those summary judgment motions, attended the deposition of Paul Taylor, examined vehicles owned by several Plaintiffs in this case, dissected and performed

flow-testing on numerous engine components, and reviewed a limited number of Ford documents which had their confidentiality designation removed.

### **EGR COOLER AND OIL COOLER FAILURE**

9. Based on my analysis and study of the EGR cooler and oil cooler, the standard repair methodologies used by Ford, and my observations of the time it takes for vehicles to fail again, I estimate that when Ford repairs or replaces an EGR cooler or oil cooler during the original 5 year / 100,000 mile warranty, the engine will require another repair of the EGR cooler or oil cooler within the warranty extension afforded by this settlement (another year and another 35,000 miles) roughly 20-30% of the time.

### **INJECTOR FAILURE**

10. Based on my analysis and study of the injectors, the standard repair methodologies used by Ford, and my observations of the time it takes for injectors to fail again, I estimate that when Ford repairs or replaces injectors during the 5 year / 100,000 mile warranty, the engine will require another injector repair or replacement within the warranty extension afforded by this settlement (another year and another 35,000 miles) roughly 15-25% of the time.

### **TURBOCHARGER FAILURE**

11. Based on my analysis and study of the turbocharger, the standard repair methodologies used by Ford, and my observations of the time it takes for turbochargers to fail again, I estimate that when Ford repairs or replaces the turbocharger during the 5 year / 100,000 mile warranty, the engine will require another repair of the turbocharger

within the warranty extension afforded by this settlement (another year and another 35,000 miles) approximately 5% of the time

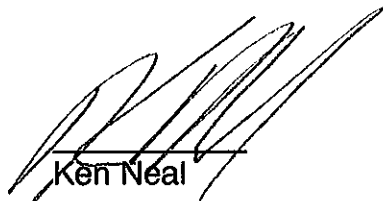
**EGR VALVE FAILURE**

12. Ford's standard repair for failed EGR valves was to either clean or replace the valve, neither of which addressed the root cause which caused the EGR valve to fail.

13. Based on my analysis and study of the EGR valve, the standard repair methodologies used by Ford, and my observations of the time it takes for vehicles to fail again, I estimate that when Ford repairs or replaces an EGR valve during the 5 year / 100,000 mile warranty, the EGR valve will fail again within the warranty extension afforded by this settlement (another year and another 35,000 miles) roughly 15-25% of the time.

I declare under penalty of perjury of the laws of the State of Arizona that the foregoing is true and correct.

Executed at Mesa, Arizona on April 17, 2013



Ken Neal