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April 23, 2013

Thomas G. Bruton
Clerk of U.S. District Court for the Northern Illinois
Everett M. Dirksen US Courthouse
219 South Dearborn Street
Chicago, Illinois 60604

FILED

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THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

RE: Ford 6.0 Liter Diesel Class Action Lawsuit -- Object to Settlement Agreement. Ford F-350 Super Duty Truck Vin # 1FTSW31P34EB90986 owned by John W. Herrin, 2855 Sundown Road Helena Montana 59062; telephone number (406) 202-0528.

Dear U.S. District Court N Illinois,

I owned two 2004 6.0 liter Diesel Ford Trucks that had major repair motor problems covered in Class action lawsuit. I will be also sending a similar letter for the other 2004 F250 for which I had to pay over \$2,000 for motor repairs in 2011.

Ford profited not only from the sale of these trucks but also profited from repair parts sales and owner paid service charges.

I object to the settlement agreement for the following reasons:

1. Ford has not admitted that this motor had basic design and parts defects which equates to fraudulent representations (e.g. advertizing campaigns with "Built Ford Tough"). This is a **lemon law violation and violations of deceptive business practices resulting in illegal and unethical takings of real property by Ford Motor Corp from all Ford 6.0 liter Diesel motor owners past and present**— beyond just those identified in lawsuit.
2. All owners of these trucks have lost major resale value based bad verbal and written testimonials and knowledge (see enclosed Edmonds review – Engine = Significant Problems). My estimate is **depressed values commonly result in Thousands of dollars of unreasonable losses to truck owners** – please compare the resale value for truck with 6.0 L Diesel with other Ford Diesel Trucks (e.g. 7.3 L) with same year and mileage.
3. **Ford should be forced to agree to a factory recall** for this obviously defective motor as break-downs have left me stranded out-of-state and cost me significant costs in motels and \$330 for transportation of the truck 500 miles to Home in Helena Montana.
4. Ford has not agreed to cover the obviously defective head bolts that allow the motor heads to warp due to EGR valve failures – a major addition repair cost I will have to pay to get my 2004 F-350 back up and running. Cost estimated to be over \$500 for new heads and stronger bolts. (Note: I was told by a mechanic very familiar with this defective 6.0 liter Ford Diesel that, the **factory head bolts were too light weight (defective) and allowed the motor - heads to easily warp**, but stronger bolts once installed would not allow new heads to warp – a major cost Ford should be forced to cover if proven failures occurred to any existing owners trucks due to faulty ERG and other named defective parts named in the class-action lawsuit).

5. My 2004 F-350 has been sitting more than a year because the Helena Montana Ford Dealer projected a total repair cost of over \$4,000 – well above the cost offer for the Class Action Lawsuit Settlement.

As noted above this truck is just sitting for over 2 years waiting for the motor to be fixed, and I have invested almost \$20,000, which is crazy given this truck is only worth about \$10,000 even if the motor is repaired – a loss to me of nearly \$14,000 if I can get the motor fixed for \$4,000!!!! These are real numbers which I can document.. some of which I will include as evidence.

6. The settlement agreement should include all past and present vehicle owners that have been harmed by owning these vehicles with this defective motor.
7. The Ford Motor Company should recall any 6.0 liter diesel trucks built within the time class-action time window of 2003-2007 and make any additional repairs (at Ford Motor Company's expense) that have not already done by the existing owners.

I feel I have been wronged by Ford motor Company and I should receive greater compensation that defined in the Class Action Lawsuit (e.g. the Helena Ford Dealership estimated repairs of \$4,000). And the settlement should include Ford Motor Company agreeing to a recall where they pay to rebuild these defective motors – including any required motor head damages – that have not already been done.

Respectfully Submitted,



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Cc:

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