

AUG 01 2008

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

LIEFF, CASHMAN, WANN
& BERNSTEIN

DATE/TIME : JULY 30, 2008
JUDGE : DAVID DE ALBA
REPORTER : NONE

DEPT. NO : 30
CLERK : N. SMITH
BAILIFF : NONE

JUDICIAL COUNCIL COORDINATION PROCEEDING

PRESENT:

Special Title (Rule 1550(b))
FORD EXPLORER CASES

Included Actions:

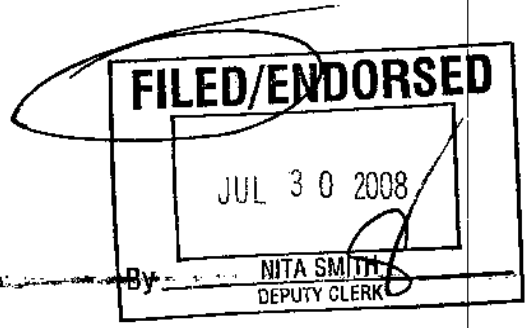
Katz v. Bridgestone/Firestone, Inc.
Los Angeles County Superior Court No. BC279457

Tompkins v. Bridgestone/Firestone, Inc.
Sacramento County Superior Court No. 03AS03901

Katz v. Motor Company
Los Angeles County Superior Court No. BC279458

Gray v. Ford Motor Co.
Sacramento Superior Court No. 03AS04782

Montoya v. Ford Motor Company
Sacramento County Superior Court No. 03AS05213



Nature of Proceedings: FINAL ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT - (AMENDED ORDER)

Court is in receipt of the above order, and hereby grants the order with the following amendment:

On page 8 item #19 lines 7 thru 25 is deleted. The above order is amended to reflect items 1 thru 18 only.

In all other respects, IT IS SO ORDERED:

Dated: JUL 30 2008



David De Alba
Honorable DAVID DE ALBA,
Judge of the Superior Court of California,
County of Sacramento

BOOK :
PAGE :
DATE :
CASE NO. : JCCP 4266 & 4270
CASE TITLE : FORD EXPLORER CASES

Superior Court of California,
County of Sacramento

BY: N. SMITH,
Deputy Clerk

EJC

CASE NUMBER: JCCP 4266 & 4270

DEPARTMENT: 30

CASE TITLE: FORD EXPLORER CASES

PROCEEDINGS: ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

CERTIFICATE OF SERVICE BY MAILING
(C.C.P. Sec. 1013a(4))

I, the undersigned deputy clerk of the Superior Court of California, County of Sacramento, do declare under penalty of perjury that I did this date place a copy of the above Order and Judgment of Final Approval of Class Action Settlement, in envelopes addressed to each of the parties, or their counsel of record as stated below, with sufficient postage affixed thereto and deposited the same in the United States Post Office at Sacramento, California.

KEVIN P. RODDY
WILENTZ, GOLDMAN & SPITZER
90 Woodbridge Ctr, Dr. Ste. 900
Woodbridge, NJ 07095
Counsel for Plaintiffs Katz

ELIZABETH J. CABRASER
LIEFF, CABRASER, HEIMANN & BERSTEIN
Embarcadero Center West
275 Battery Street, 30th Fl
San Francisco, CA 94111-3339
Co-Lead Counsel for Plaintiffs &
the Class

C.TAB TURNER
Turner & Associates, P.A.
4705 Somers Avenue, Suite 100
No. Little Rock, AR 72116
Counsel for Plaintiffs

DON BARRETT
PATRICK BARRETT
Barrett Law Office, PA
404 Court Square North
P.O. Box 987
Lexington MS 39095

TRACEY BUCK-WALSH
ATTORNEY AT LAW
6 Reyes Court
Sacramento, CA 95831
Counsel for Plaintiff Tompkins
Liaison Counsel for Plaintiffs' Dwight and Mary Tompkins.

HENRY ROSSBACHER
JAMES S. CAHILL
THE ROSSBACHER FIRM
811 Wilshire Blvd., Ste. 1650
Los Angeles, CA 90017-2666
Counsel for Plaintiff Katz

PETER W. HERZOG, III
BETTINA J. STRAUS
RICHARD P. CASSETTA
BRYAN CAVE LLP
One Metropolitan Square
211 N. Broadway, Ste.3600
St. Louis, MO 63102
Counsel for Ford

RANDALL W. EDWARDS
O'MELVENY & MEYERS LLP
275 Battery Street, Suite 2600
San Francisco, CA 94111
Liaison Counsel for Ford

BOOK : Superior Court of California,
PAGE : County of Sacramento
DATE :
CASE NO. : JCCP 4266 & 4270
CASE TITLE : FORD EXPLORER CASES

BY: N. SMITH,
Deputy Clerk

CASE NUMBER: JCCP 4266 & 4270

DEPARTMENT: 30

CASE TITLE: FORD EXPLORER CASES

PROCEEDINGS: ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

MALCOM E. WHEELER
WHEELER TRIGG KENNEDY LLP
1801 California Street, Suite 3600
Denver, CO 80202-2617
Counsel for Ford

TARAS KICK
THE KICK LAW FIRM, APC
900 Wilshire Blvd., Suite 230
Los Angeles, CA 90017
Counsel for Plaintiffs Steve Montoya and Darren McLachlan

ROBERT S. GREEN, ESQ.
JENNELLE WELLING, ESQ.
GREEN WELLING LLP
595 Market Street, Suite 2750
San Francisco, CA 94105
Counsel for Plaintiffs

CHARITY KENYON, ESQ.
KENYON YEATES, LLP
3400 Cottage Way, Ste. K
Sacramento, CA 95825
Settlement Class Notice and Claims Administrator

Dated:

JUL 31 2008

Superior Court of California,
County of Sacramento

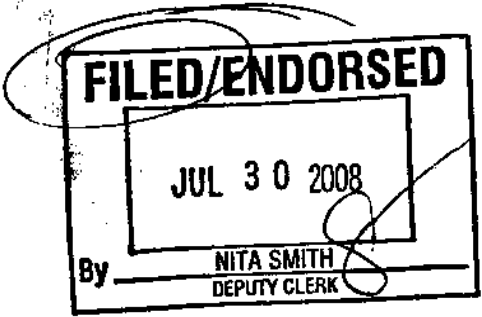
By: N. SMITH,
Deputy Clerk

BOOK :
PAGE :
DATE :
CASE NO. : JCCP 4266 & 4270
CASE TITLE : FORD EXPLORER CASES

Superior Court of California,
County of Sacramento

BY: N. SMITH,
Deputy Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

Coordination Proceeding Special Title
(Rule 1550(b))

JCCP Nos. 4266 & 4270

FORD EXPLORER CASES

CLASS ACTION

ALL ACTIONS
Included Actions:

AMENDED
~~PROPOSED~~ ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Tompkins v. Ford Motor Co.,
Sacramento County Superior Court Case
No. 03AS0391

[Assigned to Judge David DeAlba as
Coordination Trial Judge]

Katz v. Ford Motor Co.,
Los Angeles Superior Court Case No.
BC2979458

Gray v. Ford Motor Co.,
Sacramento County Superior Court Case
No. 03AS04782

Montoya and McLachlan v. Ford Motor
Co., Sacramento Superior Court
Case No.03AS05213

1 **FINAL ORDER AND JUDGMENT**

2 The Parties (as defined below) have jointly moved for an Order finally approving their
3 Settlement, certifying a Settlement Class, and taking certain other actions. Their Joint Motion for
4 Final Approval of Settlement ("Joint Motion") was heard by this Court on April 15, 2008.
5 Having given due consideration to the Parties' Settlement Agreement, including its attached
6 exhibits, submitted with their motion ("Settlement Agreement"), the Joint Motion, and all other
7 papers filed in support of the Settlement by the Parties, all objections to the Settlement, the entire
8 record in this case, the arguments made at the above-referenced hearing, all pretrial motions heard
9 by this Court, and all trial evidence presented to this Court over a period of nearly four months,
10 and all other materials relevant to this matter, the Court hereby FINDS, CONCLUDES,
11 ORDERS, AND ADJUDGES as follows:

12 1. This Court has both subject matter jurisdiction and personal jurisdiction as to this class
13 action and all parties, including the named plaintiffs ("Plaintiffs") and Settlement Class Members in
14 (a) *Ford Explorer Cases*, Case No. J.C.C.P. Nos. 4266 & 4270, Superior Court for the State of
15 California, Sacramento County ("*Ford Explorer Cases*"); (b) *Martinez v. Ford Motor Co.*, Case No. 01
16 -L-11, Twentieth Judicial Circuit Court, St. Clair County, Illinois ("*Martinez*");¹ (c) *Agrella v. Ford*
17 *Motor Co.*, Case No. X01 CV 02 0184712S, Superior Court of Connecticut at Waterbury ("*Agrella*");
18 and (d) *Shields v. Bridgestone/Firestone, Inc. et al.*, Case No. E-167637, 172nd Judicial District Court of
19 Jefferson County, Texas ("*Shields*") (the "Parties"). These actions are referred to collectively as the
20 "Related Actions."

21 2. On April 15, 2008, this Court conducted a final approval hearing and carried out a
22 searching inquiry into the fairness and adequacy of the Settlement, in accordance with Rule 3.769
23 of the California Rules of Court. Based upon the written briefs and exhibits, correspondence,
24 documentary and other evidence, testimony, and oral presentations made by counsel for the
25 Parties in the pretrial and trial record, and as set forth more fully in its statements, findings and

26 _____
27 ¹ *Martinez* was originally filed as *Rowan v. Ford Motor Co.*, but plaintiffs in that case have
28 since substituted a new class representative resulting in a change in the case name but not the case
number.

1 conclusions from the bench during the final approval hearing, which are incorporated herein by
2 reference, this Court finds and determines that:

3 3. This Court has carefully considered the objections to the Settlement that have been filed,
4 as well as oral arguments offered by and on behalf of the objectors at the final approval hearing, and has
5 made its independent judgment. The objectors have failed to raise arguments that defeat the
6 reasonableness of the Settlement as a whole and to give proper weight to the risks, expense and
7 uncertainty that would be entailed by continuing to litigate the *Ford Explorer Cases* and the other
8 Related Actions. The Parties reached the proposed Settlement only after years of vigorous pretrial
9 litigation, extensive mediation efforts by this Court and by Judge Burger-Plavin, and 50 days of bench
10 trial conducted before this Court in the *Ford Explorer Cases*. In the absence of the Settlement, it would
11 be necessary for the California Settlement Class Members to continue prosecuting the *Ford Explorer*
12 *Cases* through a judgment in this Court and, regardless of the judgment, through appeals that the Parties
13 have indicated they then would take from a judgment adverse to them. This would delay substantially
14 or eliminate any potential benefits that could be obtained by the Plaintiffs and/or potential Settlement
15 Class members in the *Ford Explorer Cases*. In addition, the non-California Settlement Class Members
16 in the Texas and Connecticut cases would need to litigate the class and merits issues in the cases pending
17 in those states and attempt to obtain class certification and prevail at trial and on appeal. The Court
18 notes for the record that class certification in the Connecticut action failed and that the Texas class action
19 did not attempt to certify the class due to negative changes in Texas class certification state law and at
20 least one objector acknowledged at the settlement approval hearing on April 15, 2008 that "The case in
21 Texas would not get this far." The non-California Settlement Class Members in Illinois would need to
22 attempt to prevail at trial and on appeal, including defending a class decertification motion. Plaintiffs
23 and the Settlement Class Members face significant risks in all of the Related Actions, the possibility of
24 any greater ultimate recovery in litigation is highly speculative, and any such recovery would occur only
25 after considerable additional delay. Moreover, the Parties have entered into the Settlement Agreement
26 after vigorous litigation, significant investigation and discovery and a lengthy bench trial conducted by
27 this Court, and extensive arm's-length negotiations, including mediations conducted with the assistance
28 of two different judges. Accordingly, having considered the foregoing, the very small percentage of

1 Settlement Class Members who have asked to be excluded from the Settlement, and the very small
2 number of objectors to the Settlement, and balancing the costs, risks, and delay of continued litigation
3 against the benefits provided to the Settlement Class by the Settlement set forth in the Settlement
4 Agreement, and based on this Court's own knowledge of the evidence presented at trial in the *Ford*
5 *Explorer Cases*, this Court finds and concludes that the Settlement is in the best interests of the
6 Settlement Class and is a fair, reasonable, and adequate compromise of the claims asserted in the Related
7 Actions. The rate of exclusions from the Settlement Class was extremely low, notwithstanding
8 the size of the Settlement Class and the effectiveness of the Settlement Class notice campaign (as
9 discussed below), thereby evidencing Settlement Class members' satisfaction with the resolution
10 of this litigation.

11 4. This Court considered and applied the factors set forth in the pertinent California
12 and national authorities, including *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706;
13 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224; and *Dunk v. Ford Motor Co.* (1996)
14 48 Cal.App.4th 1794, in assessing and determining the fairness, adequacy and reasonableness of
15 the Settlement to the Parties and the Settlement Class. This Court was in a unique position to
16 assess the merits of the Settlement, having served as Coordination Trial Judge in these
17 proceedings, having ruled on pretrial class certification, having adjudicated class notice issues,
18 having ruled on motions concerning discovery issues, summary judgment motions, "no merit"
19 motions, a motion for class decertification, and motions relating to the structure of the trial, and
20 having presided over 50 days of bench trial on the merits during June-September 2007. This
21 Court was thereby enabled to assess the strengths and weaknesses of the claims and defenses
22 asserted by the Parties, and the corresponding fairness of the Settlement proposed to resolve
23 them, to a virtually unique degree. This Court evaluated the Settlement of these proceedings,
24 informed by the legal arguments of able and experienced counsel and the evidence adduced
25 throughout these coordinated cases, not as a perfect case in a perfect world, or a theoretical case
26 untested by discovery, motions, or trial, but in light of its factual and legal realities.

27 5. For the reasons set forth in this Court's Ruling on Application for Attorneys' Fees
28 and Expenses; Request for Multiplier; Plaintiffs' Incentive Awards; and Objections dated June

27, 2008 (the "Ruling"), which is incorporated herein by reference, Class Counsel are entitled to attorneys' fees, and the proper amount of fees is determined by the lodestar-plus-multiplier method prescribed by California law. For the reasons set forth on pages 1-6 of the Ruling, this Court grants the following applications for payment of attorneys' fees made by Class Counsel:

Class Counsel	Amount of Attorneys' Fees Awarded
Wilentz, Goldman & Spitzer, P.A.	\$ 2,294,825.00
Lieff, Cabraser, Heimann & Bernstein LLP	\$ 2,150,905.50
Turner & Associates	\$ 1,750,000.00
Law Offices of Tracey Buck-Walsh	\$ 1,077,100.00
Barrett Law Office	\$ 606,022.50
The Rossbacher Firm	\$ 1,485,363.25
Green & Welling LLP	\$ 1,445,733.60
The Kick Law Firm	\$ 1,160,649.75
Hurwitz Sagarin Slossberg & Knuff LLP	\$ 600,672.50
Hagens Berman Sobol & Shapiro LLP	\$ 304,345.00
Kershaw Cutter & Ratinoff	\$ 76,711.25
Goldenberg, Heller, Antognoli, Roland, Short & Gori, PC	\$ 2,000,000.00
Provost-Umphrey LLP	\$ 1,000,000.00
Total	\$ 15,952,327.75

6. For the reasons set forth on pages 7-9 of the Ruling, this Court grants Class Counsel's request for a multiplier and awards a multiplier of 1.21. As a result, the total amount of attorneys' fees awarded to Class Counsel is **19,302,316.90**.

7. For the reasons set forth on pages 1-6 of the Ruling, this Court grants the following applications for payment of expenses made by Class Counsel:

Name of Class Counsel and/or Description of Expense Incurred	Amount of Expenses
Wilentz, Goldman & Spitzer, P.A.	\$ 820,140.45
Lieff, Cabraser, Heimann & Bernstein LLP	\$ 574,201.35
Turner & Associates	\$ 1,283,704.03
Turner & Associates – travel (airplane) expenses	\$ 259,621.79
Law Offices of Tracey Buck-Walsh	\$ 53,400.00
Barrett Law Office	\$ 450,886.95
The Rossbacher Firm	\$ 183,099.44
Green & Welling LLP	\$ 207,149.56
The Kick Law Firm	\$ 180,594.88
Hurwitz Sagarin Slossberg & Knuff LLP	\$ 43,431.10
Hagens Berman Sobol & Shapiro LLP	\$ 40,110.38

1	Kershaw Cutter & Ratinoff	\$ 34,689.82
2	Amounts payable to Hilsoft Notifications for cost of California Class print publication notice campaign	\$ 437,348.00
3	Amounts payable to Ford Motor Media for one half (1/2) of the cost of publication of Settlement Class Summary Notice in print advertising	\$ 336,629.89
4	Amounts payable to Epiq and Hilsoft Notifications for Settlement Class notice campaign, notice expert and claims administration services, and to Epiq for administration of Settlement Class notice campaign	\$ 395,394.33
5	Amounts payable to expert witnesses, including LECG, Hilsoft Notifications, Professor Douglas Holt and Professor Michael Kamins, for work associated with trial testimony	\$ 438,141.77.
6	Incentive Awards payable to Plaintiffs and Settlement Class Representatives	\$ 150,000.00
7	Total Amount of Expenses	\$ 5,888,543.74

8. For the reasons set forth on page 9 of the Ruling, and for the reasons expressed by this Court at the fairness hearing on April 15, 2008, this Court finds that Class Counsel's request for incentive awards totaling \$150,000, payable to the named Plaintiffs in the California, Illinois, Texas and Connecticut actions, is supported by California and federal law and the facts of this case. In accordance with Paragraph 34(g) of the Settlement Agreement, incentive awards are hereby made and will be paid in the following amounts: (a) \$10,000 each to the six Plaintiffs and Class representatives who testified before this Court during the bench trial; (b) \$5,000 each to the Plaintiffs who were deposed in the Illinois, Texas, or Connecticut cases; and (c) \$2,500 each to any other Plaintiff in any of these Related Actions. In accordance with the Settlement Agreement, such incentive awards shall be paid out of any award of attorneys' fees and expenses made by this Court to Class Counsel.

9. Accordingly, this Court approves the terms of the Settlement Agreement as fair, reasonable and adequate as it applies to all Plaintiffs and Settlement Class Members. The Court further directs and orders implementation of all terms and provisions of the Settlement Agreement that have not yet been implemented.

10. In accordance with Rule 3.766 of the California Rules of Court, this Court finds that the notice that has been provided, pursuant to the Settlement Agreement and this Court's December 5, 2007, Order Preliminarily Approving Settlement and Provisionally Certifying

1 Settlement Class (the "Preliminary Approval Order"), in this case (a) provided the best
2 practicable notice; (b) was reasonably calculated, under the circumstances, to apprise Settlement
3 Class Members of the pendency of the action, the terms of the proposed Settlement, and their
4 right to appear or object to or exclude themselves from the proposed Settlement; (c) was
5 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
6 notice; and (d) and fully complied with California law, the United States Constitution and any
7 other applicable law.

8 11. This Court now finds and concludes that the provisions of the Preliminary
9 Approval Order provisionally certifying the Settlement Class, appointing Plaintiffs as
10 representatives of the Settlement Class, appointing Epiq Systems Class Action and Claims
11 Solutions ("ECA") (formerly known as Poorman-Douglas Corporation) as the settlement
12 administrator ("Settlement Administrator"), and appointing Class Counsel, should be, and hereby
13 are, confirmed in all respects as a final class certification order for the purpose of implementing
14 the Settlement and entering final judgment in this action.

15 12. As set forth in Paragraph 34 of the Settlement Agreement, until all certificates
16 expire, Ford will make available on its Internet website (a) warnings that Ford provides in all
17 Owner's Guides for its 2007 model year sport utility vehicles regarding the importance of
18 restraint usage by adults and children, driving practices and cargo loading practices to reduce the
19 risk of rollover, and tire safety; (b) downloadable copies of Ford's publication, "Driving Your
20 SUV or Truck" (formerly referred to as "4-Wheeling With Ford") that Ford provides with its
21 2007 model year sport utility vehicles; and (c) a separate publication on tire safety. Ford also will
22 provide on its website *www.Ford.com* instructions on how to obtain extra copies of 2007 Owner's
23 Guides in both English and Spanish. The Parties have publicized in the Summary Class Notice,
24 and with more detail in the Detailed Class Notice, the availability of all of this information
25 without charge to Settlement Class Members.

26 13. Pursuant to Paragraph 34(d) of the Settlement Agreement, factual representations
27 made in Ford's "Tier I" (national) advertising, whether in print advertising, or television and
28 radio commercials, about the rollover safety or handling characteristics of its sport utility vehicles

1 will continue to be substantiated with reasonably reliable or scientific evidence. All obligations
2 and requirements created or imposed by this provision will expire upon the expiration of all
3 Certificates issued by the Settlement Administrator.

4 14. All Parties are bound by this Final Order and Judgment and by the Settlement
5 Agreement.

6 15. The Court dismisses, on the merits and with prejudice, all claims currently pending
7 before it that belong to Settlement Class Members who did not request exclusion from the
8 Settlement Class in the time and manner provided for in the Settlement Agreement. The Court
9 further orders the entry of, and enters, this Judgment, incorporating the provisions of this Order.
10 In entering this Judgment, this Court specifically refers to and invokes the Full Faith and Credit
11 Clause of the United States Constitution and the doctrine of comity and requests that any court in
12 any other jurisdiction reviewing, construing, or applying this Judgment implement and enforce its
13 terms in their entirety.

14 16. The Settlement Agreement shall not be offered or be admissible in evidence by or
15 against Ford or cited or referred to in any other action or proceeding, except in any action or
16 proceeding (a) brought by or against the Parties to enforce or otherwise implement the terms of
17 the Agreement, or (b) involving Plaintiffs, Settlement Class Members, or any of them, to support
18 a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue
19 preclusion, or similar defense.

20 17. Upon the entry of this Final Order and Judgment, (a) enforcement of the
21 Settlement Agreement shall be the exclusive remedy for Settlement Class Members with respect
22 to all Released Claims (as defined in the Settlement Agreement); and (b) Ford and other Ford
23 Related Parties (as defined in the Settlement Agreement) shall not be subject to liability or
24 expense of any kind to any of the Settlement Class Members, all of whom are hereby permanently
25 barred and enjoined from initiating, asserting, or prosecuting against any of the Ford Related
26 Parties, in any federal or state court or tribunal, any Released Claim. Plaintiffs and Settlement
27 Class Members who are prosecuting or asserting any of the Released Claims are ordered to take
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

whatever measures are necessary to effectuate the dismissal with prejudice of those claims, including all claims in the Related Actions.

18. 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 Settlement Class Members, and the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement.

IT IS SO ORDERED:

Dated: JUL 30 2009



David De Alba
Honorable DAVID DE ALBA
Judge of the Superior Court of California
County of Sacramento