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Attorneys for Plaintiffs

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Attorneys for Defendant

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

OMAR VARGAS, ROBERT
BERTONE, MICHELLE HARRIS,
and SHARON HEBERLING
individually, and on behalf of a class
of similarly situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant

Case No. 2:12-cv-08388 AB (FFMx)
Hon. Judge André Birotte Jr.
Crt Rm No. 790

CLASS ACTION

**PARTIES' JOINT NOTICE OF
FILING OF SECOND
AMENDMENT TO STIPULATION
AND AGREEMENT OF
SETTLEMENT**

1 On March 5, 2020, this Court granted Final Approval to the Amended
2 Settlement Agreement in this matter (Dkt. 302). Section III.K. of that Settlement
3 Agreement provides that the Parties may effect additional amendments to the
4 Settlement Agreement without further notice to the Class or approval by the Court
5 “if such changes are consistent with the Court’s Final Approval Order and do not
6 limit the rights of Class Members under this Settlement Agreement.”

7 The Parties hereby notify the Court that they have agreed to the attached
8 Second Amendment to Stipulation and Agreement of Settlement, which expands
9 the rights of Class Members who were members of the United States Armed
10 Forces at the time they took delivery of a Class Vehicle.

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12 Dated: July 6, 2020

Respectfully submitted,
Capstone Law APC

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15 By: /s/ Ryan H. Wu

Ryan H. Wu
Tarek H. Zohdy
Cody R. Padgett
Trisha Monesi

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18 Attorneys for Plaintiffs and the Class

19 Dated: July 6, 2020

Respectfully submitted,
Dykema Gossett PLLC

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21
22 By: /s/ Tamara A. Bush

John M. Thomas
Krista L. Lenart
Tamara A. Bush

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25 Attorneys for Defendant Ford Motor
Company

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**In the United States District Court
for the Central District of California**

Vargas v. Ford Motor Co

Case No. 2:12-cv-08388-AB-FFM

SECOND AMENDMENT TO STIPULATION AND AGREEMENT OF SETTLEMENT

This Second Amendment (“Amendment”) to the Stipulation and Agreement of Settlement (“Settlement Agreement”) is entered into by and among the named Plaintiffs Omar Vargas, Robert Bertone, Michelle Harris, Sharon Heberling, Kevin Klipfel, Andrea Klipfel, Maureen Cusick, Eric Dufour, Abigail Fisher, Christi Groshong, Virginia Otte, Tonya Patze, Lindsay Schmidt, Patricia Schwennker, and Patricia Soltesiz, Joshua Bruno, Jason Porterfield, and Jamie Porterfield (collectively, the “Named Plaintiffs” or “Class Representatives” or “Plaintiffs”), and Defendant Ford Motor Company (“Ford”) (collectively, the “Settling Parties”), by and through their respective counsel.

RECITALS

WHEREAS, on September 28, 2012, the action entitled *Omar Vargas v. Ford Motor Company* was filed in the United States District Court for the Central District of California (“*Vargas*”). The case was initially assigned to the Honorable Audrey B. Collins, given the case number 2:12-cv-08388, and subsequently transferred to the calendar of the Honorable André Birotte Jr.;

WHEREAS, the *Vargas* complaint alleged causes of action against Ford for violating California’s and Florida’s consumer protection laws, breach of express warranty, and breach of implied warranty under the Song-Beverly Consumer Warranty Act. The complaint alleged that the PowerShift Transmission (“Transmission” or “DPS6”) installed in certain model year Ford Fiesta and Ford Focus vehicles is dangerously defective. Plaintiffs allege that the Transmission slips, bucks, kicks, and jerks, resulting in sudden or delayed acceleration of the vehicle. In the Complaint, Plaintiffs sought certification of a nationwide class of current and former owners and lessees of vehicles equipped with such transmissions;

WHEREAS, in 2017 the Settling Parties reached a nationwide class action settlement that was subsequently amended in January 2020, and on March 5, 2020, the district court granted Final Approval to the Settlement Agreement, as amended;

WHEREAS, the Settling Parties have now reached agreement on a Second Amendment to the Settlement Agreement that will expand the rights of Class Members who were members of the United States Armed Forces at the time they took delivery of a Class Vehicle, it is hereby agreed by the Settling Parties as follows:

I. Section II.N.1.a. of the Settlement Agreement is amended to read as follows:

a. Applicable Law.

Except as modified by Sections II.N.1.b-h, and by Sections II.N.2 and II.N.3, and except for Arbitration Claimants who were members of the United States Armed Forces at the time they took delivery of the Class Vehicle, the Arbitrator shall apply the lemon law of the state where the Arbitration Claimant took delivery of the vehicle and shall award a Vehicle Repurchase if, considering Transmission and non-Transmission defects, a Vehicle Repurchase is required by applicable lemon law. Members of the Armed Forces may choose to apply the lemon law of either the state in which they took delivery of the vehicle or the state in which they resided at the time they took delivery of the vehicle, and the Arbitrator shall award a Vehicle Repurchase if, considering Transmission and non-Transmission defects, a Vehicle Repurchase is required by the lemon law of the chosen state.

IT IS SO AGREED.

DYKEMA GOSSETT, PLLC

By: _____

John Thomas

Counsel For Ford Motor Company

Date: _____

6/22/2020

FORD MOTOR COMPANY

By: _____

Craig Halseth

Craig W. Halseth

Counsel, Litigation

Ford Motor Company

Date: _____

Jun-17-2020

CAPSTONE LAW APC

By: _____

Ryan H. Wu

Class Counsel

Date: _____

By: _____

Omar Vargas

Date: _____

By: _____

Robert Bertone

Date: _____

By: _____

Michelle Harris

Date: _____

By: _____

Sharon Heberling

Date: _____

By: _____

Kevin Klipfel

Date: _____

By: _____

Andrea Klipfel

Date: _____

**In the United States District Court
for the Central District of California**

Vargas v. Ford Motor Co

Case No. 2:12-cv-08388-AB-FFM

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WHEREAS, in 2017 the Settling Parties reached a nationwide class action settlement that was subsequently amended in January 2020, and on March 5, 2020, the district court granted Final Approval to the Settlement Agreement, as amended;

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a. Applicable Law.

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IT IS SO AGREED.

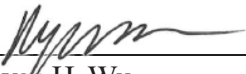
DYKEMA GOSSETT, PLLC

By: _____ Date: _____
John Thomas
Counsel For Ford Motor Company

FORD MOTOR COMPANY

By: _____ Date: _____
Craig W. Halseth
Counsel, Litigation
Ford Motor Company

CAPSTONE LAW APC

By:  _____ Date: 06/10/2020
Ryan H. Wu
Class Counsel

By:  _____ Date: 5/27/2020
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By: _____ Date: _____
Andrea Klipfel

By: Maureen Cusick Date: 5/28/2020
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By: Eric Barakat Date: 5/27/2020
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By: Christi Groszlong Date: 5/27/2020
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By: Tonya Patze Date: 6/2/2020
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By: Patricia Schwenker Date: 5/28/2020
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By: Jan Date: 5/28/2020
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By: Abigail C. Fisher Date: 5/28/2020
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