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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. CV12-08388 AB (FFMx)
Hon. Judge André Birotte Jr.
Crt Rm No. 790

CLASS ACTION

**[PROPOSED] ORDER MODIFYING
TERMS OF THE CLASS ACTION
SETTLEMENT TO EXTEND THE
STATUTE OF LIMITATIONS FOR
CERTAIN BUYBACK CLAIMS BY
30 DAYS**

CASE No cv12-08388 AB (FFMx)

1 The Court HEREBY orders as follows:

2 1. In its Final Approval Order and Order to Enter Judgment entered on
3 March 5, 2020, this Court finally approved the Amended Settlement Agreement
4 (“Settlement”), which incorporates the Stipulation and Agreement of Settlement
5 (“Settlement Agreement”; Dkt. No. 279-1, 26-96) as amended by Amendment to
6 Stipulation and Agreement of Settlement (“Amendment”; Dkt. No. 279-1, at 98-
7 112), and expressly reserved jurisdiction to administer and enforce the Settlement.
8 (Dkt. No. 302, at 13, ¶ 22.) Under the terms of the Settlement, this Court retains
9 the power modify the terms of the Settlement Agreement upon written agreement
10 of the settling parties and its own approval of the proposed modified terms. (Dkt.
11 No. at 72-73 [Sett. Agr. ¶ III.K])

12 2. Class Counsel and Ford Motor Company have submitted a stipulation
13 describing COVID-19-related impediments to Class Members pursuing their
14 buyback claims. Based on the parties’ representations, and finding the proposed
15 modified terms reasonable, the Court approves the following:

16 a. Paragraph II.N.1.d. of the Settlement Agreement, as amended by
17 Amendment to Stipulation and Agreement of Settlement, ¶ 12 (Dkt. No. 279-1, at
18 102), shall read as follows:

19 d. Extension of Statute of Limitations. Regardless of the
20 applicable state law governing the claims of an Arbitration
21 Claimant, the Statute of Limitations for a Vehicle Repurchase
22 claim brought by such a Claimant that is based in whole or in
23 part on alleged defects in the PowerShift Transmission shall be
six (6) years after delivery of the Class Vehicle to the first retail
purchaser, or ~~180~~210 days after the Effective Date, whichever
is later.

24 The primary effect of this term is that for Class Members whose Class Vehicle
25 was delivered to the first retail customer prior to October 5, 2014, this term
26 extends the statute of limitations on their Vehicle Repurchase by thirty (30) days,
27 from **October 5, 2020 to November 4, 2020.**

28 b. Class Members who have already filed a buyback claim in

1 arbitration may seek up to three (3) continuances, of no more than 30 days for
2 each continuance, with the Arbitration Administrator. The Settling Parties will
3 instruct the Arbitration Administrator of this rule change, which will be posted on
4 the Arbitration Administrator’s website and incorporated into the Rules for
5 Arbitration.

6 3. The Court finds the parties’ proposal to extend the statute of
7 limitations by thirty (30) days to accommodate impediments to securing
8 documents for buyback claims caused by the COVID-19 pandemic and
9 governmental safety measures to be reasonable and appropriate. The Court
10 recognizes that the modification may increase the number of Claimants who will
11 be entitled to share in any residual amount remaining from the \$30 million that
12 Ford has guaranteed to pay out pursuant to the cash payment portion of the
13 settlement. (Dkt. No. 279-1, at 101-102 [Amendment ¶ 9].) The Court finds the
14 modification to be reasonable because it benefits Class Members who have
15 experienced documented problems with the DPS6 PowerShift Transmission, but
16 who may have been timed out of obtaining documentation to support a buyback
17 claim due to problems caused by events outside of his or her control. Conversely,
18 no Class Member is entitled to, or should expect, any residual payment at all, let
19 alone any specific amount for the residual payment—it is a bonus payment—and
20 therefore Class Members have suffered no detriment from this modification.

21 **IT IS SO ORDERED.**

22
23 Dated: October 01, 2020

24 By: 
25 Hon. André Birotte Jr.
26 U.S. District Judge
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