

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

MICHELE PROVO and SUSAN	:	
CHERWA, on behalf of themselves and	:	C.A. NO.: 1:25-cv-00569-RGA
all others similarly situated,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
FORD MOTOR COMPANY,	:	
	:	
Defendant.	:	

STIPULATION AND AGREEMENT OF SETTLEMENT

This Settlement Agreement is entered on April 29, 2026, by and among named plaintiffs Michele Provo and Susan Cherwa (the “Named Plaintiffs”) and defendant Ford Motor Company (“Ford”), by and through their respective counsel (together, the “Settling Parties”).

RECITALS¹

WHEREAS on May 8, 2025, the Named Plaintiffs filed an action entitled *Provo v. Ford Motor Company* in the United States District Court for the District of Delaware, and that action was assigned to the Honorable Richard G. Andrews and assigned the case number 1:25-cv-00569-RGA;

WHEREAS the Named Plaintiffs’ Complaint alleged that Ford, through Authorized Ford Dealers, sold them Ford Transit Trail vehicles that had been modified with a “trim package” that “offers, direct from Ford, many of the features that camping enthusiasts sought in the aftermarket including lifted frames and suspension and larger, 30.5-inch tires” at a suggested retail price of \$12,500. Compl. ¶ 3. In particular, the Named Plaintiffs alleged that the “primary benefit” and a

¹ These Recitals incorporate certain capitalized terms that are defined in Section I, *infra*.

“substantial part of what” justifies the name and price of the Transit Trail vehicles was the larger wheels, Compl. ¶¶ 5, 9, but that the vehicles are defective because they fail to provide sufficient clearance for the tires within the wheel wells when turning, braking, or driving the vehicle with loads close to or at the advertised Front Gross Axle Weight Rating, and that the Named Plaintiffs “would not have purchased or leased the Class Vehicles or would have paid less for them” absent Ford’s alleged wrongdoing, Compl. ¶¶ 69–70;

WHEREAS, in addition to the “primary” allegations regarding the tire sizes, the Named Plaintiffs’ Complaint also raised allegations that discuss up to “13 different recalls” affecting the vehicles, including others specific to the Ford Transit Trail, Compl. ¶¶ 75b, 75f, 78, 95–96, and alleged “active concealment” of “any and all known material defects or material nonconformity . . . including” but not limited to the allegations regarding the larger wheels, Compl. ¶¶ 97a, 116;

WHEREAS the Named Plaintiffs’ Complaint was brought on behalf of all Ford Transit Trail purchasers and asserted claims for violations of beach of implied warranty of merchantability, the Minnesota Uniform Deceptive Trade Practices Act, the Minnesota Prevention of Consumer Fraud Act, the Missouri Merchandising Practices Act, as well as unjust enrichment and common-law fraud;

WHEREAS Ford moved to dismiss the Named Plaintiffs’ Complaint;

WHEREAS the Settling Parties thereafter participated in a full-day mediation with mediator Bradley Winters on November 5, 2025, which resulted in a Mediator’s Proposal that all Settling Parties have accepted;

WHEREAS the Named Plaintiffs and Class Counsel believe the Released Claims have merit. The Named Plaintiffs and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Released Claims against

Ford through trial and any appeals and the value of providing timely benefits to Members of the Settlement Class. The Named Plaintiffs and Class Counsel also have considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. The Named Plaintiffs and Class Counsel believe the proposed Settlement confers substantial benefits on the Settlement Class. Based on their evaluation of all these factors, the Named Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of the Settlement Class and represents a fair, reasonable, and adequate resolution of the Litigation;

WHEREAS Ford denies any liability to the Named Plaintiffs or the Settlement Class. Ford believes it has meritorious defenses to all claims asserted by the Named Plaintiffs. Nevertheless, Ford recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Litigation through trial and any appeals. In agreeing to enter this Settlement, Ford also has considered the uncertain outcome and the risk of further litigation, as well as the difficulties and delays inherent in such litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, subject to the approval of the Court, that the Litigation and the Released Claims shall be fully and finally compromised, settled, and released, and that the Litigation shall be dismissed with prejudice subject to and upon the terms and conditions described below.

I. DEFINITIONS

A. Authorized Ford Dealer

“Authorized Ford Dealer” means a Ford dealer authorized by Ford to sell, lease, and service Ford vehicles.

B. Class Counsel

“Class Counsel” means Russell D. Paul, Amey J. Park, Natalie Lesser, Cody R. Padgett, Abigail Gertner, Majdi Hijazin, and Shahin Rezvani, and the law firms Berger Montague PC and Capstone Law APC.

C. Class Notice

“Class Notice” means the notice of settlement that will be provided to the Members of the Settlement Class, as defined herein. Class Notice will include a “Short Form Class Notice” to be mailed to the Members of the Settlement Class in substantially the same form as **Exhibit 1**. The “Short Form Class Notice” will include a reference to a settlement website containing further details about the substance and procedure of the proposed Settlement and on which claim forms may be downloaded or submitted electronically that shall be established, maintained, and operated by the Settlement Administrator consistent with this Settlement Agreement, and it will also provide a telephone number that Members of the Settlement Class may call with questions about the Settlement or the claims process. “Long Form Class Notice” means the notice of Settlement that will be posted on the settlement website in substantially the same form as **Exhibit 2**.

D. Class Vehicle(s)

“Class Vehicle(s)” means Model Year 2023 and 2024 Ford Transit Trails originally sold or leased by an Authorized Ford Dealer, and that were purchased or leased as new before June 1, 2024 by an Original Owner or Lessee.

E. Complaint

“Complaint” means the Complaint against Ford filed on May 8, 2025, in the Litigation.

F. Effective Date of Settlement

“Effective Date of Settlement” means the first date after both: (1) the Court enters the Final Order and Judgment, in all material respects similar to the form attached hereto as Exhibit 4 or such other form as the Settling Parties may agree in writing, and (2) all appellate rights with respect to said Final Order and Judgment have expired or been exhausted in such a manner as to affirm the Final Order and Judgment.

G. Fairness Hearing

“Fairness Hearing” means the final hearing, held after the Preliminary Approval Order is issued, in which the Court will determine whether to certify the Settlement Class; whether to designate Plaintiffs as the representatives of the Settlement Class; whether to designate Plaintiffs’ Counsel as counsel for the Settlement Class; whether this Settlement Agreement should be approved as fair, reasonable, and adequate; and whether the proposed Final Order and Judgment should be entered, and if so, to determine the amount of attorneys’ fees and costs to be awarded to Class Counsel not to exceed the amount in this Settlement Agreement.

H. Ford

“Ford” means Ford Motor Company.

I. Litigation

“Litigation” means *Provo v. Ford Motor Company*, Case No. 1:25-cv-00569-RGA, pending in the United States District Court for the District of Delaware, and includes any and all actions that have been, or in the future are, transferred or related to that case.

J. Named Plaintiffs

“Named Plaintiffs” or “Plaintiffs” means Michele Provo and Susan Cherwa.

K. Notice Date

“Notice Date” means the date on which the Settlement Administrator completes initial mailing of the Short Form Class Notice to the Settlement Class, which the Parties and Settlement Administrator will use best efforts to ensure occurs no later than one hundred twenty (120) days from the Court’s order granting preliminary approval of the Settlement.

L. Original Owner or Lessee

“Original Owner or Lessee” means the first person (or persons, if acquired jointly) who purchased or leased a Class Vehicle for personal, family, or household use, whether the vehicle was acquired directly from an Authorized Ford Dealer or indirectly through an outfitter/upfitter or other intermediary that acquired the vehicle new for resale and/or vehicle conversion. For avoidance of doubt, “Original Owner or Lessee” excludes (i) dealers, outfitters, upfitters, converters, resellers, and other entities that acquired vehicles for resale or commercial distribution, and (ii) any purchaser or lessee of a used vehicle, but may include person(s) who have since sold or otherwise disposed of their Class Vehicle. Any given Class Vehicle can have only one original Owner or Lessee and only one claim may be paid per VIN.

M. Proof of Membership in Settlement Class

“Proof of Membership in a Settlement Class” means information sufficient to establish that the claimant is a Member of the Settlement Class, including:

1. The VIN of the Class Vehicle for which a claim is being made;
2. That the claimant (or joint claimants) is (or are) the Original Owner or Lessee of the Class Vehicle, which may be provided by the Settlement Class Member’s signing of the Claim Form under penalty of perjury;

3. That the claimant purchased or leased the Class Vehicle for which a claim is being made before June 1, 2024, which shall be established by:
 - a. providing a copy of the original purchase or lease agreement reflecting the name of the seller/lessor, the purchaser/lessee, the VIN, and the date of purchase/lease; or, if that document is unavailable;
 - b. other reliable documentary proof sufficient to show the claimant's identity, the VIN, and the date of the first retail purchase or lease, including but not limited to a buyer's order, retail installment sale contract, lease summary, bill of sale, certificate of title, initial vehicle registration, temporary registration, DMV record, financing or leasing record, dealer or intermediary invoice, or other comparable documentation.
4. That the claimant purchased or leased the Class Vehicle for which a claim is being made for personal, family, or household use, which may be provided by the Settlement Class Member's signing of the Claim Form under penalty of perjury; and
5. That the claimant has not already received compensation from Ford, including any settlement payment or repurchase, relating to the Class Vehicle or to any alleged defect of, or economic loss relating to, the Class Vehicle for which a claim is being made, and has not transferred or assigned any claim relating to the Class Vehicle, which may be provided by the Settlement Class Member's signing of the Claim Form under penalty of perjury.

N. Recall

“Recall” refers to Ford recall number 24S21 (and National Highway Traffic and Safety Administration recall number 24V226) issued on March 22, 2024, applying to Ford Transit Trail vehicles.

O. Released Claims

“Released Claims” means all claims, demands, causes of action, and suits based in whole or in part on the Recall or any alleged defect(s) in the Class Vehicles that relates in any way to the “Transit Trail” package (including without limitation the design, manufacture, modification, advertising, or sale of a Class Vehicle as a “Transit Trail,” such as noted in the Recitals above) and alleging economic damages or losses associated with the purchase or lease of the Class Vehicles, including without limitation any alleged overpayment, diminished value or resale value, cost of repair, out-of-pocket payment, expenditure in reliance on any fact or understanding, or inducement to purchase or lease, that were or could have been pleaded against Ford in the Litigation, regardless of any legal theory, including, but not limited to, any claim for violations of federal, state, or other law (whether in contract, torts, or otherwise, including statutory and injunctive relief, common law, property, warranty, Lemon Law, and equitable claims) or for exemplary damages, punitive damages, statutory damages, restitutions, or recovery of attorney’s fees or litigation costs and which are asserted or brought against any of the Released Parties, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, contingent or non-contingent, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members. For avoidance of doubt, “Released Claims” exclude personal injury and wrongful death claims and claims for damage to property other than Class Vehicles and do not alter or modify any

applicable rights of repair under the Class Vehicles' New Vehicle Limited Warranty to the extent it remains in effect as to any given Class Vehicle.

P. Released Parties

“Released Parties” means Ford, its past or present administrators, agents, assigns, associates, attorneys, Authorized Ford Dealers, co-insurers, controlling shareholders, directors, employees, insurers, joint ventures, licensees, managing agents, officers, parents, partners (including RLE International Group), principals, reinsurers, related or affiliated entities, reorganized successors, successors, subsidiaries, underwriters, and vendors. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

Q. Settlement

“Settlement” means the settlement contemplated by this Stipulation and Agreement of Settlement.

R. Settlement Administrator

“Settlement Administrator” means Epiq Solutions, the entity that has been selected by the Settling Parties to administer the notice to the Members of the Settlement Class as set forth herein and to administer the claims process as set forth herein at Ford’s expense.

S. Settlement Agreement

“Settlement Agreement” means this Stipulation and Agreement of Settlement.

T. Settlement Class

The “Settlement Class” means the Named Plaintiffs and all persons who, as the Original Owner or Lessee, purchased or leased a Class Vehicle before June 1, 2024, for personal, family, or household use and who have not already received any compensation from Ford, including any

settlement payment or repurchase, relating to the Class Vehicle or to any alleged defect of, or economic loss relating to, the Class Vehicle.

Excluded from all of the Settlement Class are: (1) all purchasers of Class Vehicles for business, commercial, or other non-personal uses; (2) all federal court judges who have presided over this case and their chamber staff, and any members of their immediate families; (3) all persons that have litigated to final judgment claims against Ford involving the Recall or alleged economic loss relating to a Class Vehicle; (4) all persons who, via a settlement or otherwise, delivered to Ford releases of claims involving the Recall or alleged economic loss relating to a Class Vehicle; (5) Ford's employees, officers, directors, agents, and representatives, and their family members; and (6) all persons who submitted a valid request for exclusion.

U. Settling Parties

"Settling Parties" means the Named Plaintiffs and Defendant Ford Motor Company.

V. VIN

"VIN" or "Vehicle Identification Number" means the unique 17-character alphanumeric identifier assigned to each vehicle.

II. SETTLEMENT CONSIDERATION

In consideration of the Release provided for by this Settlement and for the dismissal of the Litigation with prejudice, Ford agrees to provide the following consideration to the Settlement Class under the terms of the Settlement Agreement. Ford will pay on a claims-made basis all valid claims submitted, and the Settlement Agreement contains no cap on the total amount of money Ford will pay in response to valid claims submitted by Members of the Settlement Class. For avoidance of doubt, however, the Settlement Agreement does not guarantee any minimum payment amount or floor, nor create a fund, and Ford's payment obligations to the Settlement Class are limited to paying valid claims timely submitted.

A. Monetary Compensation

Members of the Settlement Class who submit a valid and approved claim will receive Six Thousand and 00/00 Dollars (\$6,000.00), paid via payment card to the payee and address provided with the claim submission. To the extent required by law, Ford will also cause to be issued a Form 1099-MISC to the claimant reflecting the claimant's name, address, Taxpayer Identification Number, and amount paid.

B. Administration of the Settlement

Within 75days after the Preliminary Approval Order, Ford will direct the Settlement Administrator to open a "Ford Claim Center" to receive and appropriately respond to all claims submitted by Members of the Settlement Class. The Ford Claim Center will include: (1) personnel assigned to manage the settlement implementation process; (2) a toll-free telephone number that Members of the Settlement Class may call to obtain information; (3) a mailing address to which Members of the Settlement Class can send claims for reimbursement; and (4) a website containing information about the Settlement, including claim forms that can be completed online. Ford will bear the costs and expenses related to the administration of this Settlement.

C. Submission of Claims

To obtain compensation under **Section II.A**, a Member of the Settlement Class must submit a claim to the Settlement Administrator. If two purported Members of the Settlement Class submit claims for the *same* Class Vehicle, Class Counsel and Ford will work together with the Settlement Administrator to determine which claim, if either, may qualify for compensation; in determining which claim may qualify, the Parties and Settlement Administrator shall apply the definition of 'Original Owner or Lessee.' In no event will compensation be paid more than once with respect to a given Class Vehicle. The Settlement Administrator shall provide regular updates to Class Counsel

and Ford concerning the number of claims received by the Settlement Administrator, the number of claims reviewed by the Settlement Administrator, the number of claims approved by the Settlement Administrator and the total dollar amount approved, the number of claims denied by the Settlement Administrator and the basis for each denied claim, and the number of claims still undergoing processing. Class Counsel or Ford may request information specific to one or more claims processed by the Settlement Administrator to evaluate and assess the claim administration process or any concerns raised by a specific Class Member. The Settlement Administrator shall provide Class Counsel and Ford with the e-mail addresses and other contact information for Class Members who submit claims. Class Counsel will work continuously with Ford throughout the Settlement Administration Process to ensure that the claims process is fair and as simple as is reasonably possible.

D. Deadlines to Submit Claims

The claims submission deadline will be 60 days prior to the Fairness Hearing, which shall be set not less than 270 days after the date of the Preliminary Approval Order. The Settlement Administrator will not review or pay any claims for monetary compensation submitted by a Member of the Settlement Class after the deadline(s) identified in the Settlement Agreement.

E. Content of Claims

All claims must include Proof of Membership in the Settlement Class, along with the claimants' name, address, telephone number, email address, and a completed W-9 form reflecting the claimant's Taxpayer Identification Number. Ford will work in good faith with the Settlement Administrator when designing the claims-submission feature of the settlement website to simplify the ability of persons known to Ford to be Original Owners or Lessees of Class Vehicles to review and confirm their status as Class Members. The claims process shall also allow claimants who are

not identified in Ford's records as the first purchaser/lessee, such as claimants who acquired the Class Vehicle new through an outfitter/upfitter or other intermediary, to establish Original Owner/Lessee status through the Proof of Membership documentation described above.

Notwithstanding the foregoing, the Settling Parties agree that the Settlement Administrator shall require sufficient documentation to verify all eligibility criteria set forth in the definition of "Proof of Membership in a Settlement Class," including that the Claimant is the Original Owner or Lessee and that the purchase or lease occurred prior to June 1, 2024.

1. Rejected Claims

The Settlement Administrator may reject any claim that does not include the required information, documentation, or certification specified in the previous subsections. The Settlement Administrator may investigate any claim, including by requesting from the Class Member additional documentation to determine whether the claim is valid. If the Settlement Administrator rejects a claim, it will notify the Class Member by U.S. Mail, and email if the Class Member has provided his or her email address to the Settlement Administrator, within thirty (30) days of the determination of the rejection, and advise the Class Member who submitted it of the reason(s) for the rejection (*e.g.*, missing information, documentation or certification, ineligibility to submit a claim) and the reconsideration procedure described below. Class Counsel and Ford's Counsel shall be provided with copies of all such notifications to Class Members.

If any person whose claim has been rejected desires to request reconsideration of such a rejection, the person must, within thirty (30) days after the date of mailing of the notice of the rejection described above, serve upon the Settlement Administrator via email or by mail a request for review along with a statement of reasons indicating the claimant's grounds for contesting the rejection and any supporting documentation. The Settlement Administrator shall provide to Ford's

Counsel and Class Counsel a copy of any claimant's request for review, statement of reasons for contesting the rejection, and supporting documentation, if available, within seven (7) days of the Settlement Administrator's receipt of same. Ford's counsel and Class Counsel will confer in good faith in attempt to reach agreement on the request for reconsideration.

2. Disputed Claims

If the dispute concerning the claim cannot otherwise be resolved by Ford's Counsel and Class Counsel within thirty (30) calendar days of the request for reconsideration or such other time period mutually agreed by Class Counsel and Ford's Counsel, the Settlement Administrator shall make its final determination of the validity of the claim after considering all information submitted and the positions of counsel. The Court shall have no responsibility for determining, adjudicating, or resolving any claims unless a contested claim rejection is presented to it by Class Counsel, Ford, or a Class Member. Unless Class Counsel, Ford, or a Class Member filed an appeal of a rejected claim with the Court within forty-five days of the date the Settlement Administrator mailed notice of the final determination to the Class Member, the Settlement Administrator shall have the sole responsibility for evaluating whether a claim is payable, and the Settlement Administrator's determination will be final.

F. Attorneys' Fees and Expenses

Ford shall pay Class Counsel reasonable attorneys' fees and litigation expenses, separate and apart from the consideration provided to the Settlement Class, in an amount awarded by the Court provided that the total award does not exceed Six Hundred Twenty Five Thousand and 00/00 Dollars (\$625,000.00). Class Counsel shall apply to the Court for a total award of attorneys' fees and expenses of no more than this amount, setting forth their proposed allocation among all Class Counsel or requesting allocation by the Court, covering all legal services provided by, or under the

authorization of, Class Counsel in the past and future to the Members of the Settlement Class in connection with the Litigation, the Settlement, any appeal in connection with the Settlement, and implementation of the Settlement Agreement (the “Fee and Expense Application”). Provided the total award is limited to the amount set forth above, Ford will not dispute or oppose the Fee and Expense Application, which shall be subject to Court approval. Further, Class Counsel shall not accept any amount in excess of these sums. The Court will determine what amount of fees and expenses actually shall be awarded and issue an Order stating the amount of fees and expenses to be awarded.

Class Counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of Named Plaintiffs and to execute and legally bind all Named Plaintiffs to this Agreement. Class Counsel further represent and warrant that no other attorney or law firm has any claim for attorneys’ fees separate from those fees to be awarded to Class Counsel pursuant to this Settlement Agreement. Prior to or concurrently with Class Counsel’s fee application, Class Counsel will provide Ford with completed W-9 forms for the payees to whom payment is sought.

Within 30 business days after the Effective Date of Settlement, Ford shall pay the amount of attorneys’ fees and costs awarded by the Court (subject to the limitations of this **Section II.F**) pursuant to the terms of this Settlement Agreement to Class Counsel in accordance with any allocation directed by the Court.

G. Service Award for Named Plaintiffs

As part of their motion seeking final approval of the Settlement at the Fairness Hearing, Class Counsel will submit to the Court an application for a \$3,500 service award for each of the two Named Plaintiffs. Prior to or concurrently with Class Counsel’s service award application, Class Counsel will provide Ford with completed W-9 forms for the Named Plaintiffs. Provided

that the request does not exceed the above-specified amount, Ford will not oppose Class Counsel's request for the service awards and will pay any such service award (up to but not to exceed that amount) approved by the Court pursuant to the terms of this Settlement Agreement within 30 business days after the Effective Date of Settlement. Ford will do so by sending payment to Class Counsel to be forwarded to the Named Plaintiffs.

H. Vehicle Population Confirmation Information

Within 30 days after execution of this Settlement Agreement, Ford will provide to Class Counsel, confidentially and for attorneys' eyes only, VIN-level detail for MY 2023-24 Ford Transit Trail Vehicles to show which of the total vehicles produced were (1) sold to customers, (2) scrapped, and (3) sold as "used" at auction. Ford will provide a declaration attesting to the foregoing breakdown. This information shall be provided solely for purposes of Class Counsel's verification of Ford's estimates at mediation of the number of vehicles in each of the foregoing categories and shall not be disclosed or used for any other purpose (including but not limited to any other litigation). This information shall be provided in paper form, stamped with the date of production. Class Counsel shall not scan, copy, or make any electronic reproduction of the same, and shall return the original within 14 business days unless a good-faith dispute arises as to the detail provided therein.

III. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval

Promptly after execution of the Settlement Agreement, Class Counsel will present the Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as **Exhibit 3**, which will include, among other things:

- Preliminary certification of the Settlement Class, for settlement purposes only, under Federal Rule of Civil Procedure 23;
- Preliminary approval of the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;
- A finding that the Class Notice reflected in Exhibits 1 and 2 constitute the best practicable notice under the circumstances, including individual notice to all Members of the Settlement Class who can be identified with reasonable effort, and constitute valid, due, and sufficient notice to Members of the Settlement Class in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution, and approving the Class Notice;
- Direction to Ford to disseminate, at its expense, the Class Notice in the forms approved by the Court to Members of the Settlement Class;
- Direction that each potential Member of the Settlement Class who wishes to be excluded from the Settlement Class must respond to the Class Notice in writing in accordance with the instructions set forth in the Class Notice and that their responses must be received by the date set forth in the Preliminary Approval Order;
- Direction that any Member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class will be bound by the Final Order and Judgment, including without limitation the release provisions to be included therein;
- Direction that, pending final determination of the joint application for approval of this Settlement Agreement, all proceedings in this Litigation other than settlement approval proceedings shall be stayed and all Members of the Settlement Class who do not validly request exclusion from the Settlement Class are preliminarily enjoined from

- commencing or prosecuting any action (including putative class actions), suit, arbitration, proceeding, claim, or cause of action in any court or before any tribunal or agency based on a transaction or occurrence that would constitute a Released Claim upon final approval of this Settlement Agreement;
- Scheduling of a final hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether the proposed Final Order and Judgment should be entered (the “Fairness Hearing”);
 - Direction that the Settlement Administrator shall tabulate communications from prospective Members of the Settlement Class asking to be excluded from the Settlement Class and shall report the names and addresses of such persons and the VIN of their Class Vehicle to the Court and to Ford and Class Counsel no less than seven days before the Fairness Hearing;
 - Direction that Class Counsel shall file a Fee and Expense Application and Named Plaintiffs’ Service Award application approximately 14 days prior to the date set forth in the Preliminary Approval Order as the deadline for the objections; that Class Counsel shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven days prior to the Fairness Hearing; and that the Court shall, separately from its order regarding final approval of the Settlement Agreement, determine at the Fairness Hearing in what amount attorneys’ fees and reimbursement of expenses should be awarded to Class Counsel pursuant to the terms of the Settlement Agreement and not to exceed the amount agreed herein, as well as the amount of the Service Awards that should be awarded to the Named Plaintiffs pursuant to the terms of the Settlement Agreement, and not to exceed the amount agreed herein;

- Direction that any Member of the Settlement Class who wishes to object to the proposed Settlement Agreement, the proposed Final Order and Judgment, the Fee and Expense Application, and/or the Named Plaintiffs' Service Award must file and serve such objections no later than the date set forth in the Preliminary Approval Order, together with copies of all papers in support of his or her position as provided in [Section III.D.1](#) of the Settlement Agreement. The Class Notice shall state that the Court will not consider the objections of any Member of the Settlement Class who has not properly served copies of his or her objections on a timely basis or complied with the requirements of [Section III.D.1](#) of the Settlement Agreement.

B. Notice to Attorneys General

In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after the motion for Preliminary Approval Order is filed, Ford shall provide notice of this proposed Settlement to the Attorney General of the United States, and to the attorneys general of each state or territory in which a Member of the Settlement Class may reside. The notice will include (1) a copy of the Complaint, (2) a copy of this Settlement Agreement and its exhibits, and (3) a reasonable estimate of the number of Members of the Settlement Class in each state/territory and their percentage representation in the Settlement Class. Ford will provide copies of such notifications to Class Counsel at the time of their submission to the attorneys general

C. Notice to Members of the Settlement Class

Ford will provide the Settlement Administrator with Vehicle Identification Number information for all Class Vehicles. Using this VIN information, the Settlement Administrator will obtain the name and address data for the Class Members from a qualified third-party, such as S&P

Global/Polk Automotive Solutions/IHS Markit, that maintains databases related to the automobile industry and which specializes in obtaining such information from, *inter alia*, the Department of Motor Vehicles of all fifty (50) States in the United States and its territories, including Puerto Rico. The Settlement Administrator will review the address data provided by the third-party vendor, check addresses for validity, eliminate duplications, and process and update the addresses via the National Change of Address database for the purpose of updating the addresses. Thereafter, the Settlement Administrator will mail, in accordance with the Preliminary Approval Order, at Ford's expense, a direct mail post card with the Short Form Class Notice in substantially the same form as **Exhibit 1**, postage prepaid, via the United States Postal Service to the Settlement Class, and post on a website established for purposes of this Settlement the Long Form Class Notice substantially in the same form as **Exhibit 2**. The Settlement Administrator shall use its best efforts to complete the mailing of the Short Form Class Notice to potential Members of the Settlement Class within 120 days after issuance of the Preliminary Approval Order.

If any Short Form Class Notice mailed or disseminated to any potential Member of the Settlement Class is returned to the Settlement Administrator as undeliverable, then the Settlement Administrator shall perform a reasonable search, including through the United States Postal Service National Change of Address database and skip trace address searches, for updated mailing information, for the potential Member of the Settlement Class and, if updated mailing information is located, re-send the returned Short Form Class Notice to the potential Member of the Settlement Class. If any Short Form Class Notice mailed to a potential Member of the Settlement Class is returned as undeliverable a second time, then no further mailing shall be required. The Settlement Administrator will promptly log each Short Form Class Notice that is returned as undeliverable

and provide copies of the log to Class Counsel and Ford. All Notice and Settlement Administration Expenses shall be paid by Ford.

No later than fourteen (14) days before the Fairness Hearing, the Settlement Administrator shall provide a declaration describing the notice efforts and results (initial mail count, undeliverables, etc.).

D. Response to Notice

1. Objection to Settlement

Any Member of the Settlement Class who intends to object to the fairness of the Settlement Agreement must, by the date specified in the Preliminary Approval Order and recited in the Class Notice, file any such objection with the Court.

Any objection to the Settlement Agreement must be individually and personally signed by the Member of the Settlement Class (and, if the Member of the Settlement Class is represented by counsel, the objection must also be signed by such counsel), and must include:

- The case name and number (*Provo v. Ford Motor Company*, Case No. 1:25-cv-00569-RGA);
- The objecting Member of the Settlement Class's full name, address, and telephone number;
- The model, model year, VIN, and purchase or lease date of the objecting Member of the Settlement Class's Class Vehicle, along with Proof of Membership in the Settlement Class;
- A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;

- A list of all cases in which the Member of the Settlement Class and/or his or her counsel filed or in any way participated—financially or otherwise—objecting to a class settlement during the preceding five years;
- The name, address, email address, and telephone number of every attorney representing the objector; and
- A statement indicating whether the objector and/or his or her counsel intends to appear at the Fairness Hearing and, if so, a list of all persons, if any, who will be called to testify in support of the objection.

Any Member of the Settlement Class who does not file a timely written objection to the Settlement and notice of his or her intent/non-intent to appear at the Fairness Hearing, or who otherwise fails to comply with the requirements of this section shall be barred and foreclosed from challenging or seeking any adjudication or review of the Settlement by appeal or otherwise.

2. Request for Exclusion

Any Member of the Settlement Class who wishes to be excluded from the Settlement Class must submit a request for exclusion (“Request for Exclusion”) to the Settlement Administrator at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice. Members of the Settlement Class who wish to be excluded from the Settlement Class must do so with respect to all Class Vehicles they own(ed) or lease(d). Members of the Settlement Class may not exclude themselves from the Settlement Class with respect to one or more Class Vehicles and include themselves in the Settlement Class with respect to one or more other Class Vehicles; any Request for Exclusion by a Member of the Settlement Class will be treated as a request to be excluded as to all Class Vehicles owned or leased by that Member even if the Member separately or previously submitted a claim as to other Class

Vehicle(s). To be effective, the Request for Exclusion must be sent via first-class U.S. mail to the specified address and:

- Include the Member of the Settlement Class's full name, address, and telephone number;
- Identify the model, model year, VIN, and purchase or lease date of the Member of the Settlement Class's Class Vehicle(s);
- Explicitly and unambiguously state his or her desire to be excluded from the Settlement Class in *Provo v. Ford Motor Company*; and
- Be individually and personally signed by the Member of the Settlement Class (and, if the Member of the Settlement Class is represented by counsel, it must also be signed by such counsel).

Any Member of the Settlement Class who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the Member of the Settlement Class's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for exclusion can only be submitted individually on behalf of each Member of the Settlement Class. For example, mass-opt outs and class requests for exclusion shall not be permitted.

The Settlement Administrator will receive purported Requests for Exclusion and will follow guidelines developed jointly by Class Counsel and Ford's counsel for determining in the first instance whether they meet the requirements of a Request for Exclusion. Any communications from Members of the Settlement Class (whether styled as an exclusion request an objection, or a comment) as to which it is not readily apparent that the Member of the Settlement Class meant to

exclude himself or herself from the Settlement Class will be evaluated jointly by Class Counsel and Ford's counsel, who will make a good faith evaluation, if possible, of the Member of the Settlement Class's intentions. Any uncertainties about whether a Member of the Settlement Class is requesting exclusion from the Settlement Class will ultimately be resolved by the Court.

The Settlement Administrator will maintain a list of all Requests for Exclusion. The Settlement Administrator shall report the names and addresses of all such persons requesting exclusion to the Court and Class Counsel seven days prior to the Final Hearing, and the list of persons deemed by the Court to have excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

E. Persons Objecting to the Settlement

None of Ford, the Settlement Class, or Class Counsel shall be responsible for fees, costs, or expenses related to any Class Members who submit objections to the Settlement Agreement or any appeal by an objector arising from the Action for attorneys' fees, costs, or expenses of any kind.

F. Fairness Hearing

On the date set forth in the Preliminary Approval Order, a Fairness Hearing will be held at which the Court will decide whether to: (1) finally certify the Settlement Class; (2) approve the Settlement Agreement as fair, reasonable, and adequate, (3) approve the application for a Service Award for the Named Plaintiffs, and (4) approve Class Counsel's Fee and Expense Application and issue Orders memorializing the Court's decisions. The Settling Parties will request that the Court hold the Fairness Hearing approximately two months after the deadline for submitting claims, objections, and Requests for Exclusion.

G. Final Order and Judgment

If this Settlement Agreement is finally approved by the Court, a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) shall be entered substantially in the form attached as **Exhibit 4**, as follows:

- Certifying the Settlement Class solely for the purposes of this Settlement Agreement;
- Approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Settlement Class;
- Declaring the Settlement Agreement to be binding on Ford and the Named Plaintiffs, as well as all Members of the Settlement Class;
- Dismissing on the merits and with prejudice the Complaint in *Provo v. Ford Motor Company*, Case No. 1:25-cv-00569-RGA;
- Finding that the Release specified in **Section III.I** is binding and effective as to all Class Members, and forever discharging the Released Parties from all Released Claims;
- Providing that all Members of the Settlement Class who did not validly request exclusion from the Settlement Class be permanently enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action asserting the Released Claims in any court or before any tribunal; and
- Providing that all Class Members who have not made their objections to the Settlement in the manner provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or otherwise.

The Court will simultaneously and separately issue its Orders on the Named Plaintiffs' Service Award application and Class Counsels' Fee and Expense Application.

H. Withdrawal from Settlement

Either party shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

- Any objections to the proposed settlement are sustained and such objection results in Court-ordered changes to the Settlement Agreement that the withdrawing party deems to be material (*e.g.*, because it increases the cost of the settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a benefit of the Settlement);
- Any attorney general is allowed to intervene in the action and such intervention results in Court-ordered changes to the agreement that the withdrawing party deems to be material (*e.g.*, because it increases the cost of the Settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing party of a benefit of the Settlement);
- The preliminary or final approval of the Settlement Agreement is not obtained without modification to the proposed preliminary and final approval orders attached as exhibits to this Settlement Agreement, and any modification to such orders requested or stated by the Court as a condition for approval is deemed to be material and is not agreed to by the withdrawing party (*e.g.*, because it increases the cost of the Settlement, delays approval and/or implementation of the Settlement, narrows the definition of or refuses to certify the Settlement Class, or deprives the withdrawing party of a benefit of the Settlement);
- Any award of attorneys' fees and litigation expenses exceeds the agreed-upon amount; or
- Entry of the Final Order and Judgment described in this Settlement is reversed or modified by an appellate court in a manner that the withdrawing party deems to be material, except that a reversal or modification of an order awarding reasonable attorneys' fees and

expenses shall not be a basis for withdrawal, so long as the award of attorneys' fees and expenses does not exceed the agreed-upon amount.

Ford shall, in addition, have the right to withdraw from this Settlement Agreement, and to render it null and void, if the total number of timely and valid requests for exclusion exceeds 40 Members of the Settlement Class.

If any state or federal trial court sustains a collateral attack on this Settlement, Ford and Class Counsel shall cooperate in attempting to reverse that ruling on appeal. If that ruling is affirmed on appeal by a state appellate court or by a federal Circuit Court of Appeal, either party, at its option, may withdraw from this Settlement Agreement.

To withdraw from the Settlement Agreement under this Section, the withdrawing party must provide written notice of withdrawal to the other party's lead counsel and to the Court. In the event either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be admitted into evidence or otherwise used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

I. Release of Claims

Upon the Effective Date of the Settlement, the Named Plaintiffs and each other Member of the Settlement Class who did not validly exclude him or herself shall be deemed to have, and by operation of the Final Order and Judgment shall have, released, waived, and discharged the Released Parties from his, her, or its Released Claims as defined above.

The Members of the Settlement Class acknowledge that they may later discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this Release, but nevertheless fully, finally, and forever settle and release any and all Released Claims without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties. The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law by the Members of the Settlement Class of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, which if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Also upon the Effective Date of the Settlement, Ford will release Named Plaintiffs and Class Counsel from any potential claims, counter-claims, or other relief (including the ability to seek a bill of cost under the Federal Rules of Civil Procedure) that could potentially be asserted against them, and which in any way relate to the Litigation.

IV. MISCELLANEOUS PROVISIONS

A. Class Certification

The Settling Parties agree that for the purposes of this Settlement only, certification of the Settlement Class as defined above in **Section I.S** is appropriate pursuant to Federal Rule of Civil Procedure 23.

B. Effect of Exhibits

The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

C. No Admission

This Settlement Agreement is for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement, nor any action taken hereunder, shall constitute or be construed as, any admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Ford or any admissions by Ford of any claim or allegation made in any action or proceeding against Ford. This Settlement Agreement shall not be offered or be admissible in evidence against Ford or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms.

D. No Issue Preclusive Effect

Nothing in this Settlement Agreement, or any preliminary or final approval proceedings, shall be construed to have any issue-preclusive effect.

E. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Settling Parties and supersedes all prior proposals, negotiations, agreements, and understandings

relating to the subject matter of this Settlement Agreement, including without limitation the accepted Mediator's Proposal. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person against whom enforcement of the Settlement Agreement is sought.

F. Counterparts

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any party who has signed it, and all of which shall be deemed a single agreement.

G. Arm's-Length Negotiations

The Settling Parties have negotiated all terms and conditions of this Settlement Agreement at arm's length, and under the supervision of a mediator, Bradley Winters. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Settling Parties in entering into this Settlement Agreement. All Settling Parties, through counsel, have participated in the drafting of this agreement and it is not to be construed in favor of or against either of the Settling Parties.

H. Dispute Resolution

Any dispute, challenge, question, or the like relating to this Settlement Agreement (other than those which this Settlement Agreement provides shall be resolved by otherwise) shall be heard only by this Court.

I. Continuing Jurisdiction

The Court shall retain continuing and exclusive jurisdiction over the parties to this Settlement Agreement, including all Members of the Settlement Class, for the purpose of the administration and enforcement of this Settlement Agreement.

J. Binding Effect of Settlement Agreement

This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties and their representatives, heirs, successors, and assigns.

K. Nullification

In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions only if Ford and Class Counsel mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

L. Extensions of Time

The Settling Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

M. Service or Notice

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to Ford or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Settling Parties in writing:

As to the named Plaintiffs:

Russell D. Paul
BERGER MONTAGUE PC
800 N. West Street, Suite 200
Wilmington, DE 19801
Phone: (302) 691-9545

Russell D. Paul
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Phone: (215) 875-3000
rpaul@bergermontague.com

Cody R. Padgett
Abigail Gertner
Majdi Hijazin
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
Phone: (310) 556-4811
Cody.Padgett@capstonelawyers.com
Abigail.Gertner@capstonelawyers.com
Majdi.Hijazin@capstonelawyers.com

As to Ford:

Roger P. Meyers
BUSH SEYFERTH PLLC
100 West Big Beaver Rd, Suite 400
Troy, MI 48084
Phone: (248) 822-7800
meyers@bsplaw.com

N. Authority to Execute Settlement Agreement

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

* * *

IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed by their duly authorized attorneys, as of April __, 2026.

ON BEHALF OF FORD MOTOR COMPANY

LUIS E. GOMEZ
Lead Counsel, Class Actions
Ford Motor Company

DATE

PLAINTIFFS

Signed by:


97E50587F599112 MICHELE PROVO

4/29/2026
DATE

SUSAN CHERWA

DATE



RUSSELL D. PAUL
Berger Montague PC

4/29/2026
DATE

CODY PADGETT
Capstone Law APC

DATE

Counsel for Plaintiffs and the Settlement Class

IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed by their duly authorized attorneys, as of April __, 2026.

ON BEHALF OF FORD MOTOR COMPANY

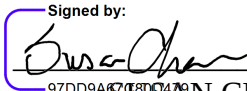
 LUIS E. GOMEZ
 Lead Counsel, Class Actions
 Ford Motor Company

 DATE

PLAINTIFFS

 MICHELE PROVO

 DATE

Signed by:


 97DD9AC718D5479
 SUSAN CHERWA

 4/21/2026

 DATE

 RUSSELL D. PAUL
 Berger Montague PC

 DATE



 CODY FADGETT
 Capstone Law APC

 4/29/2026

 DATE

Counsel for Plaintiffs and the Settlement Class

IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed by their duly authorized attorneys, as of April __, 2026.

ON BEHALF OF FORD MOTOR COMPANY

DocuSigned by:

 LUIS E. GOMEZ
 Lead Counsel, Class Actions
 Ford Motor Company

DATE Apr-21-2026

PLAINTIFFS

MICHELE PROVO

DATE

SUSAN CHERWA

DATE

RUSSELL D. PAUL
 Berger Montague PC

DATE

CODY PADGETT
 Capstone Law APC

DATE

Counsel for Plaintiffs and the Settlement Class