

# Ford Ambulance Class Action Settlement

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**Important Dates  
and Deadlines**

**Welcome to the *Williams A. Ambulance v. Ford Motor Company, Inc.* Class Action  
Settlement Website**

**Class Notice**

If you purchased or leased a model year 2003-2007 ambulance built with a Ford F-Series or E-Series ambulance prep package chassis equipped with a 6.0-liter diesel engine, you are a member of the Settlement Class and may be entitled to reimbursement of certain engine-related repair expenses, an extension of your vehicle's warranties and other benefits.

**Summary of  
Settlement  
Benefits**

On August 3, 2009, the Court's approval of the Settlement Agreement became final and effective. This means that Ford will now provide the Settlement's benefits to class members. This website provides you with important information with respect to the Settlement Agreement and benefits for which you may be eligible. Please [click here](#) for a summary of the benefits. In the event of a variance between this summary and the terms of the Settlement Agreement, the Settlement Agreement controls.

**Claim Form  
Package**

**Frequently Asked  
Questions**

On this website you can do the following:

- View the [Important Dates and Deadlines](#)
- Download a [Class Notice](#)
- Read the [Summary of Settlement Benefits](#)
- Download a [Claim Form Package](#)
- Read the [Frequently Asked Questions](#) about this case

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## Important Dates and Deadlines

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Final Approval of Settlement	July 2, 2009
Effective date of Settlement	August 3, 2009

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### Claim Filing Deadlines

- Claims for reimbursement of costs incurred before August 26, 2009, must be received by **February 1, 2010**;
- Claims for reimbursement of certain towing or deductibles paid after August 26, 2009 must be received within **90 days of the date they were incurred**;
- Claims for maintenance DVDs and hour meters must be received by **December 31, 2010**.

[Frequently Asked Questions](#)

For more information regarding the claims filing process and the associated deadlines, [click here](#).

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# Ford Ambulance Class Action Settlement

## Summary of Settlement Benefits

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and Deadlines

On August 3, 2009, the Court's approval of the Settlement became final and effective. This means that Ford will now provide the Settlement's benefits to class members. Here is how the different benefits of the Settlement will be provided:

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- **Engine Warranty Extension.** Ford will extend the warranty coverage periods of the limited written repair-or-replace warranties that originally covered the engine in the Class Vehicles to 72 months/120,000 miles (whichever comes first). Upon receipt of a completed Claim Form Package, with supporting documentation, the Settlement Administrator will reimburse the class member for the amount paid for repairs that occurred before August 26, 2009. Class members who need repairs after August 19, 2009 can take their vehicles to an authorized Ford dealer. Class Members who are authorized for the In-House Warranty Process may use that process (applies to Engine Warranty Extension and all warranty extensions provided in this Settlement).
- **Covered Components Warranty Extension.** Ford will extend the warranty coverage periods to 72 months/150,000 miles (whichever comes first) for fuel injectors, the exhaust gas recirculation ("EGR") valve, the air conditioning compressor, and the turbo charger (collectively "Covered Components") that received two or more repairs or replacements under the original 60 month/100,000 mile warranty. As with the extended warranty for the engine described above, class members will be reimbursed for repair costs incurred before August 26, 2009. For repairs after August 19, 2009, class members will be able to take their vehicles to a Ford dealer.  
**Note:** If two repairs are needed on any of the eight fuel injectors, Ford will extend the warranty on all 8 injectors.
- **Partial Payment for Engine Replacement.** If an engine is replaced due to defect in materials or workmanship after the expiration of the extended engine warranty, but before the first 72 months or 150,000 miles (whichever comes first) of the vehicle's life, then Ford will pay class members a percentage of the out-of-pocket expenses to replace the engine, depending on when the engine was replaced. If the engine was replaced between 120,000 and 135,000 miles, Ford will reimburse the class member 50 percent of the out-of-pocket expenses; if the engine was replaced between 135,000 and 150,000 miles, Ford will reimburse 25 percent of the out-of-pocket expenses. (If the engine was replaced before 72 months/120,000 miles in service due to an engine defect, then the cost of replacement will be reimbursed in full under the extended engine warranty discussed above.)
- **Towing Charges.** Ford will reimburse class members for certain towing charges. If a vehicle was towed due to an engine failure more than twice during the original 60 month/100,000 mile warranty, then Ford will reimburse the class member for towing costs for the third and all subsequent tows during the 60 month/100,000 mile warranty period.
- **Deductible Reimbursement.** Ford will reimburse class members for certain deductible payments. If a class member paid a \$100 deductible under the original 60 month/100,000 mile warranty twice due to engine malfunction, then Ford will reimburse the cost of the third and all subsequent \$100 deductibles.
- **Instructional Maintenance DVD.** An instructional video entitled "Ford Power Stroke Diesel Engine Care", which explains the necessary maintenance procedures for ambulances containing 6.0-liter diesel engines, can be viewed anytime at [www.motorcraftservice.com/vdirs/servicetips/dieselpcare/index.html](http://www.motorcraftservice.com/vdirs/servicetips/dieselpcare/index.html). Alternatively, if you wish to receive a copy of this video on a DVD, Ford will send you a copy, free of charge, if you so indicate in a Claim Form Package.
- **Hour Meter.** Ford will reimburse class members for the reasonable cost of installing an hour meter—a device that tracks the amount of time an engine is in operation and thus helps an operator ascertain when maintenance is required—in each Class Vehicle that does not currently have one, up to \$35 for the hour meter and up to \$85 for labor.
- **Powertrain Control Module Update.** Applicable only to certain 2004 – 2005 E-series vehicles: During service visits, the PCM in many 2004-2005 E-series vehicles was updated to a newer calibration to improve air conditioning performance. If your vehicle has the newer calibration, no further action is necessary. Your dealer can tell you if your vehicle has the newer calibration; if it does not, the dealer can update your PCM to the newer calibration at no charge. (Refer the dealer to Program 09B09).
- **Hotline.** Ford will provide assistance from an ambulance contact within Ford's fleet office.

This contact may be reached by dialing 1-800-34-FLEET, option #3 (for fleet service), then option #1 (for a fleet customer service rep).

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## Claim Form Package

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**Please read the following before downloading a Claim Form Package:**

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- If you are asserting a claim for reimbursement for eligible repairs performed before August 26, 2009 OR you are asserting a claim that occurred after August 26, 2009 for a reimbursement of the \$100 warranty deductible, certain towing charges, or an hour meter installation, you should download the Claim Form Package on this website.
- If you need a covered repair after August 26, 2009, you may simply take your vehicle to a Ford dealer for service (unless Ford has previously authorized you to perform your own warranty work).

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Enter your Owner ID below:

[Claim Form Package](#)

[Where do I find my Owner ID?](#)

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Owner ID: FMA -  -  -

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## Frequently Asked Questions

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### 1. How do I file a claim?

To file a claim, [click here](#) and follow the instructions to download a Claim Form Package. You will need your **Owner ID**, which can be found on the postcard notice you received in the mail. If you misplaced or never received the postcard notice, please contact the Settlement Administrator at 1-800-207-0343. You must print and file a separate Claim Form Package for each vehicle. All claims must be completed, signed and postmarked no later than the deadline for filing such claims. [Click here](#) to view the relevant deadlines.

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### 2. Who can I contact if I have questions concerning the Claim Form Package?

If you have questions concerning the Claim Form Package or the Settlement you may contact the Settlement Administrator at 1-800-207-0343.

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### 3. Can I decipher from the VIN what the model year is on my vehicle?

The tenth digit within the VIN indicates what the model year is on your vehicle; 3=2003, 4=2004, 5=2005, 6=2006 and 7=2007.

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### 4. Who is Class Counsel?

Class counsel are the firms of Caddell & Chapman; Weller, Green, Toups & Terrell; and Page, Wolfberg & Wirth. If you have questions, you can contact Cory Fein, one of the attorneys at Caddell & Chapman, at [csf@caddellchapman.com](mailto:csf@caddellchapman.com). If you do not have access to email, you can call him at (713) 751-0400.

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### 5. What if I'm told I do not have an Owner ID or if not all my vehicles are listed when I type in my Owner ID?

Contact the Settlement Administrator at 1-800-207-0343.

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**THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION**

**If you purchased or leased a model year 2003-2007 ambulance built with a Ford F-Series or E-Series ambulance prep package chassis equipped with a 6.0-liter diesel engine, you are a member of a proposed Settlement Class and may be entitled to reimbursement of certain engine-related repair expenses, an extension of your vehicle’s warranties and other benefits. Please read this Notice carefully, as it affects your legal rights.**

**You can receive more information about this Notice by calling Class Counsel at 1-888-908-8595 or by visiting Class Counsel’s settlement website at: [www.caddellchapman.com/AmbulanceEngines](http://www.caddellchapman.com/AmbulanceEngines).**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

If the Court approves the proposed Settlement, Ford Motor Company will provide a means of obtaining reimbursement of certain engine-related repair expenses, extend certain engine-related warranties on qualifying vehicles, and provide other benefits. All persons, companies or other entities who agree to accept these benefits will release Ford Motor Company and others from claims in connection with the repair, replacement, or failure of these vehicles’ covered components.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	No action is required if you wish to participate in the Settlement, although if the Settlement is approved and you thereafter wish to make a monetary claim you must submit a claim form and supporting information.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You may not participate in the Settlement if you choose this option. This is the only option that allows you to retain any rights you may have against Ford Motor Company over the claims in this case.
<b>OBJECT OR COMMENT</b>	Write the Court about why you do, or do not, support the Settlement or any of its provisions.
<b>ATTEND THE HEARING</b>	Ask to speak to the Court about the fairness of the Settlement.

1. **THE LITIGATION:** On November 2, 2006, plaintiffs Williams A. Ambulance, Inc., Stat Services of Jefferson County A, L.L.C., and Stat Services of Jasper County A, L.L.C., filed this suit against Ford Motor Company (“Ford”), which alleges that Ford committed negligence, breached the implied warranty of merchantability, breached the implied warranty of fitness for particular purpose, and breached the express warranty by selling model year 2003-2007 Ford F-Series or E-Series ambulance chassis equipped with a 6.0-liter diesel engines, with certain defects. Additional plaintiffs were later added to the case. The plaintiffs brought their suit on their own behalf and on behalf of all owners and lessees of model year 2003-2007 Ford F-Series or E-Series ambulance chassis equipped with a 6.0-liter diesel engine in the United States. (This lawsuit is called the “Litigation”).
2. **FORD’S POSITION:** Ford denies all allegations of wrongdoing asserted in the Litigation, including that the ambulances or their component parts are defective, and that Ford is liable to any buyer, lessee, or operator of the ambulances under any cause of action. Nonetheless, the companies have agreed to settle the Litigation by providing the benefits described in this Notice.
3. **NOTICE:** This Notice informs Settlement Class Members of the Litigation and the proposed Settlement, and describes the Settlement Class Members’ rights and options.
4. **SETTLEMENT CLASS:** The following Settlement Class has been conditionally certified. If you are a member of the class described here, the proposed Settlement will affect your legal rights. Please read this Notice carefully.

All entities and natural persons in the United States (including the District of Columbia) who currently own or lease (or who in the past owned or leased) ambulances with ambulance prep package 47A containing a model year 2003-2007 Ford F-Series or E-Series chassis equipped with a 6.0-liter diesel engine (the “Class Vehicles”).

The Settlement Class does not include: (a) all federal court judges who have presided over this case and their spouses and anyone within three degrees of consanguinity from those judges and their spouses, (b) all persons who elect to exclude themselves from the Settlement Class, (c) all persons who have previously executed and delivered to Ford releases of all of their claims, and (d) Ford’s employees, officers, directors, agents, and representatives and their family members.

The Court has appointed Michael A. Caddell, Cynthia B. Chapman, and Cory S. Fein of Caddell & Chapman, and Mitchell A. Toups of Weller, Green, Toups & Terrell, L.L.P. as Class Counsel to represent the Settlement Class.

5. **SETTLEMENT BENEFITS:** If the Court approves the proposed Settlement at the Fairness Hearing scheduled for July 2, 2009, Ford will provide the following benefits to Settlement Class Members.
  - a. **Engine Warranty Extension.** Ford will extend the warranty coverage periods of the limited written repair-or-replace warranties that originally covered the engine in the Class Vehicles to 72 months/120,000 miles (whichever comes first).
  - b. **Covered Components Warranty Extension.** Ford will further extend the warranty coverage period for any of four “Covered Components” -- fuel injectors, exhaust gas recirculation valve, air conditioning compressor, and turbo charger -- that received two or more repairs or replacements under the original 60 month/100,000 mile warranty. Such Covered Components will receive extended warranty coverage for up to 72 months/150,000 miles (whichever comes first).

- c. **Future Engine Replacements and Reimbursement of Past Engine Replacements.** If, within the first 72 months after the Class Vehicle is placed in service, an “Engine Replacement” service is performed due to a malfunction caused by a defect in materials or workmanship, Ford will pay 50% of the reasonable Out-of-Pocket expenses of such Engine Replacement when the Class Vehicle has between 120,000 and 135,000 miles in service, and 25% of such expenses when the Class Vehicle has between 135,000 and 150,000 miles in service.
- d. **Reimbursement of Prior Repairs.** Ford will establish a claims procedure whereby Class Members can make a claim for reimbursement of expenses incurred in the past for repairs that fall within the time and mileage periods listed above.
- e. **Reimbursement of Towing Charges.** If a Class Vehicle incurred towing costs more than twice during the original 60 month/100,000 mile engine warranty period due to engine malfunction, Ford will reimburse the reasonable towing costs incurred beginning with the third tow that occurred during that warranty period.
- f. **Reimbursement of Deductibles.** As to each Class Vehicle for which a Settlement Class Member paid a deductible of \$100 pursuant to the terms of the 60 month/100,000 mile engine warranty more than twice due to engine malfunction, Ford will reimburse the cost of the third and all subsequent \$100 deductible charges that the Settlement Class Member paid.
- g. **Enhanced Maintenance Package.** At a Settlement Class Member’s request, Ford will provide any or all of the following benefits designed to enhance the maintenance of Class Vehicles: (1) an instructional DVD entitled “Ford 6.0L Power Stroke Diesel Maintenance Special Operating Circumstances,” which explains the necessary maintenance procedures for ambulances containing 6.0-liter diesel engines; (2) Ford will reimburse the reasonable cost of installing an hour meter in each Class Vehicle that does not currently have one, up to \$35 for the meter and up to \$85 for labor; (3) to improve the performance of the air conditioning on 2004-2005 E-Series Class Vehicles, Settlement Class Member may obtain from an authorized Ford dealer free verification of the calibration of the powertrain control module (PCM) and, if necessary, an update of that calibration to a later calibration; and (4) Settlement Class Members who have concerns about the assistance they are receiving concerning their Class Vehicles from authorized Ford dealers may obtain assistance from a special ambulance contact within Ford’s technical assistance facility.

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You will receive these benefits only if the Court approves the proposed Settlement following the Fairness Hearing on July 2, 2009, and only if you remain a member of the Settlement Class. If you exclude yourself from the Settlement, you will receive no benefits.

If the Settlement is approved, the Engine Warranty Extension will go into effect automatically and you may obtain future repairs under the extended warranty as you normally do. If you are eligible for future subsidized Engine Replacement services under the Settlement, you may request them at your Ford dealer. If you seek any other benefits under the Settlement, including refunds of amounts previously spent obtaining repairs that are covered by the Settlement, or amounts spent on reimbursable towing charges or deductibles, you must submit a claim for such benefits to the Ford Claim Center, which will be established promptly after the Settlement is approved. To monitor the status of the proposed Settlement, learn if and when it is approved, and thereafter obtain claim forms with which to submit claims, you may call Class Counsel at 1-888-908-8595 or visit Class Counsel’s website: [www.caddellchapman.com/AmbulanceEngines](http://www.caddellchapman.com/AmbulanceEngines).

6. **ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARD:** Counsel for the Settlement Class have pursued the Litigation on a contingent basis and have paid all the costs of the Litigation. These lawyers have not yet been paid or recovered any of their expenses. As part of the Settlement, the Named Plaintiffs' attorneys will seek \$3.6 million in attorneys' fees and expenses. The Court will determine a reasonable fee and expense award at the Fairness Hearing based on Class Counsel's Fee and Expense Application and responses thereto. Ford will not oppose Class Counsel's Fee and Expense Application. Class Counsel will also ask the Court to approve a total \$35,000 incentive award to be allocated by the Court among the Named Plaintiffs. None of these payments will reduce the benefits you receive. Any money the Court awards to Class Counsel and Named Plaintiffs will be paid by Ford.
7. **RESULT IF COURT APPROVES SETTLEMENT:** If the Court approves the proposed Settlement, it will dismiss the Litigation, and Ford will provide the benefits described above to the Settlement Class Members who have not excluded themselves from the Class. No Settlement Class Members will be able to file their own lawsuits for recovery on any claims in any way relating to the alleged defects in the Covered Components in the Class Vehicles. If you want to bring your own lawsuit, you must exclude yourself from this Settlement.
8. **YOUR OPTIONS:** If you are a member of the Settlement Class, you have the following options:
  - (a) **DO NOTHING:** If you agree with the proposed Settlement, you need not do anything. If the Court approves the Settlement and you believe you are entitled to any of the benefits detailed above, you may thereafter submit your claim(s) to the Ford Claim Center that will be established promptly after the approval of the Settlement. You thereafter will receive all the benefits to which you are entitled. You will also release all claims you have or may have against Ford regarding the defects in the Covered Components of the ambulances at issue in this Litigation. If you wish to comment in favor of the Settlement, you may send your comment to: Michael A. Caddell and Cory Fein of Caddell & Chapman, 1331 Lamar, Suite 1070, Houston, TX 77010-3027 and Mitchell Toups of Weller, Green, Toups & Terrell, L.L.P., Bank of America Tower, 2615 Calder Street, Suite 400, Beaumont, TX 77702.
  - (b) **REQUEST TO BE EXCLUDED:** If you wish to be excluded from the Settlement Class, Ford must receive a letter or postcard from you on or before June 11, 2009. Your letter must include your name, address, telephone number; the year, model, and vehicle identification number of your Class Vehicle; and an unambiguous statement that you wish to be excluded from the Settlement Class. Your request must be sent to the Ford Settlement Exclusion Center, c/o Rosenthal & Company LLC at P.O. Box 6177, Novato, CA 94948-6177. If you do not submit a clear request for exclusion to the proper location or if you do not do so timely, you will be bound by the Settlement Agreement and all your claims will be released. If you validly and timely request exclusion from the Settlement Class, you will not be bound by the final judgment, and you will not be precluded from instituting or prosecuting any individual claim you may otherwise have against Ford regarding this Litigation.
  - (c) **OBJECT:** If you are a member of the Settlement Class and you do not request to be excluded, you may object to the terms of the Settlement, to Class Counsel's request for attorneys' fees and expenses, or to the Named Plaintiffs' incentive award. If you object and the Settlement is approved, you will be barred from bringing your own lawsuit, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs. If you object to the Settlement, you must, on or before

June 11, 2009: (1) file with the Clerk of the United States District Court for the Eastern District of Texas, and (2) serve upon Michael A. Caddell and Cory Fein of Caddell & Chapman, 1331 Lamar, Suite 1070, Houston, TX 77010-3027 and Mitchell Toups of Weller, Green, Toups & Terrell, L.L.P., Bank of America Tower, 2615 Calder Street, Suite 400, Beaumont, TX 77702 (counsel for Plaintiffs); and Brian C. Anderson, O'Melveny & Myers, LLP, 1625 Eye Street, Washington, D.C. 20006 (counsel for Ford), a written objection including: (a) your full name, address and telephone number, (b) the year, model, and vehicle identification number of your Class Vehicle, along with proof that you have owned or leased the Class Vehicle in the form of a true copy of a vehicle title, registration, or license receipt, (c) a written statement of all grounds for the objection accompanied by any legal support for your objection, (d) copies of any papers, briefs, or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of the objection, (f) a statement of whether you intend to appear at the Fairness Hearing, (g) a list of other cases in which you or your counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five (5) years, and (h) your signature, even if you are also represented by counsel. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Class Members who do not timely make their objections in this manner will waive all objections and shall not be heard or have the right to appeal approval of the Settlement.

9. **FAIRNESS HEARING:** A hearing will be held before the United States District Court for the Eastern District of Texas, Jack Brooks Federal Building, 300 Willow Street, Beaumont, Texas 77701 on July 2, 2009, at 10:00 a.m. At the hearing, the Court will decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved and, if so, determine what amount of fees and expenses should be awarded to Class Counsel, and what incentive award should be given to the Named Plaintiffs. The time, date and location of this hearing may be changed by the Court without further notice to you. If you plan to attend the hearing, you should confirm its time, date and location before making any plans.
10. **ADDITIONAL INFORMATION:** For additional information, you may visit Class Counsel's settlement website at [www.caddellchapman.com/AmbulanceEngines](http://www.caddellchapman.com/AmbulanceEngines), or call Class Counsel at 1-888-908-8595. Please do not call or write the Court or the Office of the District Clerk.
11. A copy of the full Settlement Agreement is available at [www.caddellchapman.com/AmbulanceEngines](http://www.caddellchapman.com/AmbulanceEngines), or by request from Class Counsel.

BY ORDER OF THE COURT

Dated: February 20, 2009

Clerk of the Court