

If you bought, owned or leased a 1991-2001 model year Ford Explorer, you could get benefits from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached between Ford Motor Company (“Ford”) and residents of California, Illinois, Connecticut, and Texas involving 1991-2001 model year Explorers.
- The settlement resolves class action lawsuits about whether Ford misled consumers to pay more for Explorers than they should have.
- The settlement provides certificates for \$500 toward the purchase or lease of a new Ford Explorer or \$300 toward the purchase or lease of any other new Ford, Lincoln, or Mercury vehicle.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	The only way to get a certificate.
EXCLUDE YOURSELF*	This is the only option that allows you to be part of any other lawsuit against Ford about the legal claims in this case.
OBJECT	Tell the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING*	Get no benefits. Give up rights to be part of any other lawsuit against Ford about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Certificates will be issued only if the Court approves the settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

* See special instructions inside if you live in California or Illinois.

**QUESTIONS? CALL 1-866-833-7918 OR VISIT WWW.EXPLORERCLAIMS.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.**

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit, and about all of your options, before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights.

Judge David De Alba of the Superior Court of California, Sacramento County, is currently overseeing this case. The case is known as *Ford Explorer Cases*, JCCP Nos. 4226 & 4270. The people who sued are called the Plaintiffs. The company they are suing, Ford Motor Company (“Ford”), is called the Defendant.

2. What is the lawsuit about?

The lawsuit is about whether 1991-2001 model year Explorers had a tendency to roll over, whether Ford concealed it, and whether consumers were misled into buying or leasing Explorers and paying more than what they would have had they known about the alleged tendency. Ford has denied all of these claims and maintains that it did not act wrongfully or unlawfully. A trial was held in California, but the Court did not rule.

3. Why is this a class action?

In a class action one or more people called “Class Representatives” (in this case, Rose Marie Gray, Dwight Tompkins, Mary Tompkins, Dr. David Katz, Steve Montoya, Darren McLachlan, Tracy Martinez, Dale Streif, Judy Neier, Terri Shields, Josephine Agrella, Kathleen Graham, Harry Graham, Bryant Judd, Kathleen A. Keane, Stamatios Lahaniatis, William McDermott, Pamela Neuendorf, Geoffrey Viscount, Denise Wajnowski, James Patterson, and Kathylynn Patterson) sue on behalf of people who have similar claims. All of these people or entities are a “Class” or “Class members.” One court resolves the issues for all Class members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Both sides agreed to the settlement to avoid the cost and risk of further trial. The settlement does not mean that any law was broken. Ford denies all of the legal claims in this case. The Class Representatives and the lawyers representing them think the settlement is best for all Class members.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Class member.

5. How do I know if I am part of the settlement?

The settlement includes all persons who fall within any of the following groups:

All people and entities, who bought, owned or leased new or used 1991-2001 model year Ford Explorers in **California** between 1990 and August 9, 2000, who either (a) currently own or lease the vehicle(s) or (b) sold or whose lease for such vehicle(s) expired or otherwise terminated after August 9, 2000, and who resided in California on March 16, 2006. See Question 7 below.

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All residents of **Illinois** on September 27, 2004, who purchased, owned, or leased, at any time between 1990 and September 27, 2004, Ford Explorers, model years 1991 through 2001, that are or were equipped with Firestone ATX, ATX II, or Wilderness tires. See Question 8 below.

All persons who owned or leased 1991-2001 model year Explorers in **Texas** or **Connecticut** on August 9, 2000, and who are residents of Texas or Connecticut as of December 5, 2007. See Question 9 below.

6. Which vehicles are included in the settlement?

The settlement includes model year 1991-2001 Ford Explorers sold before August 9, 2000 to California, Connecticut, and Texas Class members and before September 28, 2004 to Illinois Class members, including two-door and four-door vehicles with two-wheel or four-wheel drive. Explorer Sport Trac vehicles are also included.

7. I lived in California, am I included?

To see if you are a California Class member ask yourself this series of questions:

Question	Yes	No
Did you live in California on March 16, 2006?	Continue.	You are not a Class member.
Have you ever bought, owned or leased a 1991-2001 model year Ford Explorer?	Continue.	You are not a Class member.
Did you buy, own or lease a Ford Explorer before August 9, 2000?	Continue.	You are not a Class member.
Did you do so while you lived in California?	Continue.	You are not a Class member.
Do you still own the Ford Explorer or did you sell or end your lease or otherwise dispose of it after August 9, 2000?	You are a Class member.	You are not a Class member.

As long as you say yes to all questions above, you are a Class member.

8. I lived in Illinois, am I included?

To see if you are an Illinois Class member ask yourself this series of questions:

Question	Yes	No
Did you live in Illinois on September 27, 2004?	Continue.	You are not a Class member.

Question	Yes	No
Did you buy, own or lease a Ford Explorer between 1990 and September 27, 2004?	Continue.	You are not a Class member.
Did your Ford Explorer ever have Firestone ATX, ATX II, or Wilderness tires while you owned or leased it?	You are a Class member.	You are not a Class member.

As long as you say yes to all questions above, you are a Class member.

9. I live in Connecticut or Texas, am I included?

To see if you are a Connecticut or Texas Class member ask yourself this series of questions:

Question	Yes	No
Have you lived in Connecticut or Texas since December 5, 2007?	Continue.	You are not a Class member.
Did you own or were you leasing a 1991-2001 model year Ford Explorer on August 9, 2000?	You are a Class member.	You are not a Class member.

As long as you say yes to both questions above, you are a Class member.

10. Are there exceptions to being included?

Yes. The Class does not include public entities, including cities, counties, and other governmental bodies; anyone who has settled with and released Ford from individual claims substantially similar to those alleged in the related cases; Ford, its subsidiaries and affiliates, officers and directors; and any judge assigned to this case or any of the related cases and their immediate family. Individuals who previously submitted exclusion requests in California and Illinois are not included in the Class.

11. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, call 1-866-833-7918 or go to www.ExplorerClaims.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET

12. What does the settlement provide?

The settlement provides discount certificates for use toward the purchase or lease of any new Ford, Lincoln, or Mercury. Additionally, for a period of 12 months after certificates are issued, Ford agrees to make available on its website, www.Ford.com, (a) warnings that Ford provides in all Owner's Guides for its 2007 model year sport utility vehicles regarding the importance of restraint usage by adults and

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children, driving practices and cargo loading practices to reduce the risk of rollover, and tire safety; (b) downloadable copies of Ford's publication, "Driving Your SUV or Truck" (formerly referred to as "4-Wheeling With Ford") that Ford provides with its 2007 model year sport utility vehicles; and (c) a separate publication on tire safety. Ford also will provide on its website instructions on how to obtain extra copies of 2007 Owner's Guides in both English and Spanish. Ford also agrees that, for a period of 12 months after the certificates are issued, all factual representations made in certain advertising about the rollover safety or handling characteristics will continue to be supported with reasonably reliable or scientific evidence. More details are in a document called the Settlement Agreement, which is available at www.ExplorerClaims.com.

13. How much are the certificates worth?

Each certificate is worth \$500 toward the purchase or lease of a new Ford Explorer or \$300 toward the purchase or lease of any other new Ford, Lincoln, or Mercury vehicle. The certificate is valid for 12 months from the date it is issued. The certificate is "stackable": it can be used on top of, or in addition to, any other Ford or dealer incentive, discount, rebate, or other deal offered on the vehicle, but only one certificate can be used at a time.

14. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class members will be releasing Ford and all related people and entities for all the claims described and identified in paragraph 38 of the Settlement Agreement. The Settlement Agreement is available at www.ExplorerClaims.com. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

HOW TO GET A CERTIFICATE—SUBMITTING A CLAIM FORM

15. How can I get a certificate?

To ask for a certificate you must complete and submit a claim form along with the required supporting documentation. You can get a claim form at www.ExplorerClaims.com. The claim form describes what you must provide to prove your claim and receive a certificate. Please read the instructions carefully, fill out the claim form and mail it postmarked no later than, **April 29, 2008** to:

Ford Explorer Claims
PO Box 4850
Portland, OR 97208-4850

16. When will I get my certificate?

Certificates will be mailed to Class members who send in valid claim forms on time, after the Court grants "final approval" of the settlement, and after the time for appeals has ended and any appeals have been resolved. If Judge De Alba approves the settlement after a hearing on **April 15, 2008** (see the section "The Court's Fairness Hearing" below), there may be appeals. Resolving these appeals can take time. Please be patient.

17. Can I give my certificate to someone else?

With some limitations, you can give your certificate to someone else. On the claim form you can elect to have your certificate issued to someone else who lives in your state. After you receive your certificate you can transfer it to an immediate family member (*i.e.*, your spouse, sibling, child, or domestic partner). You can ask for the transfer by writing the Settlement Administrator at the address listed on the certificate. Please note that you may not receive any compensation for requesting that the certificate be issued in the name of another person.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a resident of Connecticut or Texas and you want to keep the right to sue or continue to sue Ford over the legal issues in this case, you must take steps to get out of the settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class.

18. If I exclude myself, can I get anything from the settlement?

No. If you exclude yourself now (an option available to Texas and Connecticut Class members), or you excluded yourself previously (California and Illinois Class members), you will not get anything from the settlement. If you ask to be excluded, you may not get a certificate, and you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against Ford in the future. You will not be bound by anything that happens in this lawsuit.

19. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Ford for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

20. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Ford Explorer Cases*, JCCP Nos. 4226 & 4270. Be sure to include your name, address, model year of your Class vehicle and the approximate date of purchase or lease, and your signature. You can't ask to be excluded at the website or on the phone. You must mail your exclusion request postmarked no later than **April 3, 2008** to:

Ford Explorer Exclusions
PO Box 4850
Portland, OR 97208-4850

21. What if I lived in California or Illinois?

Residents of California and Illinois were already given an opportunity in earlier notices to exclude themselves from this class action. Class members in California and Illinois who have not previously submitted an exclusion request may not be excluded from the settlement now. This means that you are legally bound by the class action and cannot sue Ford about the claims in this lawsuit ever again.

THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in the case?

The Court has designated the law firms of Lief Cabraser Heimann & Bernstein LLP, of San Francisco, CA, and Wilentz, Goldman & Spitzer P.A., of Woodbridge, NJ, to represent you as “Lead Class Counsel” in the California actions and other law firms in the four states. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

23. How will the costs of the lawsuit and settlement be paid?

Class Counsel will ask the Court for settlement notice and administration costs, and attorney fees and reimbursement of expenses for all of the lawyers representing Class members up to \$25,000,000. As part of that request, Class Counsel will also ask for a payment ranging from \$2,500 to \$10,000 for each of the Class Representatives, who helped the lawyers on behalf of the whole Class. The Court may award less than these amounts. Ford will separately pay the fees and expenses the Court orders. These payments will not reduce the benefits to Class members.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don’t agree with the settlement or some part of it.

24. How do I tell the Court if I don’t like the settlement?

You can object to the settlement if you don’t like some part of it. You must give reasons why you think the Court should not approve it. To object, send a letter saying that you object to *Ford Explorer Cases* and mention the case numbers (JCCP Nos. 4226 & 4270). Be sure to include your name, address, telephone number, model year of your Class vehicle, Vehicle Identification Number (VIN) of your Class vehicle if you are a current owner or lessee, your signature, the reasons why you object to the settlement, all documents you want the Court to consider, and indicate whether you or your attorney will appear at the fairness hearing (see the section on the “Court’s Fairness Hearing” below). Mail the objection to the address below so that it is postmarked no later than **April 3, 2008**:

Ford Explorer Objections
PO Box 4850
Portland, OR 97208-4850

25. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

26. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 1:30 p.m. on Tuesday, **April 15, 2008**, at the Gordon D. Schaber Downtown Courthouse, 720 9th St., Sacramento, California. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.ExplorerClaims.com. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge De Alba will only listen to people who have asked to speak at the hearing (see Questions 24 and 28). The Court will also decide how much to pay the lawyers representing Class members. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

27. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge De Alba may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

28. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Ford Explorer Cases*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be postmarked no later than **April 3, 2008**, and be sent to the address listed in Question 24. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

29. What happens if I do nothing at all?

If you are a Class member and do nothing, you will not receive a discount certificate from this settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ford about the claims in this case, ever again. Please note, California and Illinois residents already had the opportunity to exclude themselves from the class action.

GETTING MORE INFORMATION

30. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.ExplorerClaims.com. You may also write with questions to Ford Explorer Settlement, PO Box 4850, Portland, OR 97208-4850. You can also get a claim form at the website.

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