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*Plaintiffs' Interim Co-Lead Counsel*

*[Additional Counsel listed on  
Signature Page]*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE MYFORD TOUCH CONSUMER  
LITIGATION

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No. 13-cv-3072-EMC  
**STIPULATED VEHICLE  
INSPECTION PROTOCOL**



1 if Plaintiffs modify their allegations or disclose new facts regarding their Subject Vehicle and/or the  
2 MyFord Touch (or MyLincoln Touch) system after Ford has conducted its initial inspection.  
3 Plaintiffs reserve their right to object to any such additional inspection where such modifications to  
4 factual allegations or disclosures of new facts are unrelated to the purposes of an inspection.  
5

6 4. The parties may schedule any inspection noticed under paragraph 3 for a date, time,  
7 and location that is convenient to all participants; *provided, however*, that any Plaintiff providing  
8 notice in accordance with paragraph 1 reserves the right to sell the Subject Vehicle or terminate any  
9 applicable lease associated with the Subject Vehicle within thirty (30) days from the date of such  
10 notice provided that Plaintiff takes appropriate measures to reasonably ensure that Ford will be able  
11 to perform the inspection following the sale or termination of any lease. The parties agree to use all  
12 reasonable efforts in good faith to schedule the inspection for a date prior to the expiration of thirty  
13 (30) days from the date of notice provided in paragraph 1. The parties further agree that any  
14 inspection of a Subject Vehicle will occur at an authorized Ford dealership, as determined by Ford,  
15 within a twenty-five-mile radius of the Plaintiff's residence. If no authorized Ford dealership exists  
16 within such a radius, the parties shall meet and confer in good faith to identify a mutually agreeable  
17 location for the inspection.  
18

## 19 II. INSPECTION CONDUCT

20 5. At any vehicle inspection noticed and scheduled in accordance with the paragraphs of  
21 Section I, Plaintiffs will ensure that the Subject Vehicle is transported to the agreed inspection  
22 location at the agreed date and time. At or before the inspection, Plaintiffs will provide any  
23 information, including any applicable passwords, required to operate their MyFord Touch (or  
24 MyLincoln Touch) systems. The Plaintiff that owns or leases the Subject Vehicle may, but need not,  
25 be present at the inspection. Counsel for Plaintiffs and Ford shall be entitled to be present at the  
26 inspection. An inspector engaged by Plaintiff and/or Plaintiffs' Counsel may be present at the  
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1 inspection, but shall not interfere with Ford's inspection. If Plaintiffs' Counsel present at the  
2 inspection believes that certain conduct is not permissible under the terms of this Protocol, he or she  
3 shall inform Ford's Counsel.

4           6. In no event shall Ford or any representative of Ford communicate during the  
5 inspection with the Plaintiff owning or leasing the Subject Vehicle regarding the Plaintiff's vehicle  
6 without the authorization of Plaintiffs' Counsel. This paragraph shall not bar employees of the Ford  
7 dealership or any representatives of Ford from communicating with Plaintiff regarding purely  
8 logistical issues concerning the inspection, such as providing directions to the dealership or pointing  
9 Plaintiff to the location of the inspection at the dealership.  
10

11           7. The scope of the inspection shall be limited to the MyFord Touch (or, if applicable,  
12 MyLincoln Touch) system installed in the Subject Vehicle, including any hardware, installed  
13 optional features or systems related to the MyFord Touch (or MyLincoln Touch) systems and/or  
14 related to any of the problems Plaintiffs contend are related to their MyFord Touch (or MyLincoln  
15 Touch) systems. The parties agree that this scope is not intended to exclude inspection of hardware  
16 or features related to the MyFord Touch (or MyLincoln Touch) system, including, but not limited to,  
17 the touchscreen hardware, voice-recognition hardware, rearview camera hardware, climate control  
18 hardware, and steering wheel controls. The parties further agree that this scope is not intended to  
19 exclude inspection of any other parts related to the problems Plaintiffs contend are related to their  
20 MyFord Touch (or MyLincoln Touch) systems. The parties further agree that this scope is intended  
21 to exclude inspection of hardware or features unrelated to the MyFord Touch (or MyLincoln Touch)  
22 systems or to the problems Plaintiffs contend are related to their MyFord Touch (or MyLincoln  
23 Touch) systems, which typically include, without limitation, the engine block, transmission,  
24 drivetrain, wheels, tires, brakes, and chassis, as well as the contents of any closed compartments,  
25 including glove box and trunk.  
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1           8.       Plaintiffs agree that Ford may download any information it deems relevant from  
2 Plaintiffs' MyFord Touch (or MyLincoln Touch) systems, with the condition that Ford provide  
3 Plaintiffs' Counsel with complete copies of any and all information obtained from a Plaintiff's  
4 MyFord Touch (or MyLincoln Touch) system within fourteen (14) days of the inspection. Plaintiffs'  
5 Counsel likewise agrees to provide Ford with complete copies of any and all information they have  
6 obtained from a Plaintiff's MyFord Touch (or MyLincoln Touch) system in connection with any  
7 inspection within fourteen (14) days of such inspection.  
8

9           9.       Ford or its representatives and Plaintiffs' Counsel or its representatives may take  
10 photographs, video recordings, and sound recordings during the inspection, and agree to produce to  
11 one another copies of any photographs, video recordings, or sound recordings taken during the  
12 inspection within thirty (30) days of such inspection. Any person taking video or sound recordings  
13 during the inspection must notify all participants prior to initiating recording.  
14

15           10.       Pursuant to the Court's November 12, 2014 Discovery Order ("Nov. 12 Order") (Dkt.  
16 No. 125), the parties shall produce their factual findings (*i.e.*, other than expert analyses) by April 30,  
17 2015 for any inspection conducted prior to March 31, 2015; and no later than 45 days from the date  
18 of any subsequent inspection; *provided that*, in the event Ford requires additional time to provide  
19 such findings to Plaintiffs, Ford shall request (by email or letter) Plaintiffs' agreement to extend this  
20 deadline, which agreement Plaintiffs shall not unreasonably withhold. Plaintiffs shall have thirty  
21 (30) days from receipt of Ford's inspection findings to notify Ford whether a Plaintiff disputes  
22 Ford's findings from an inspection on the grounds that Ford used a personal electronic device other  
23 than the specific one used by the named Plaintiff. Within thirty (30) days of any such notification,  
24 that Plaintiff shall, upon Ford's request, submit their personal electronic device(s) for inspection with  
25 their Subject Vehicle at a date, time, and location that is convenient to all participants.  
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1           11. Any damage resulting from the conduct of Ford's inspector or any other person acting  
2 on Ford's behalf at the inspection shall be the sole responsibility of Ford. Prior to removing any  
3 hardware from a Subject Vehicle during an inspection, Ford's inspector or other representative  
4 agrees to secure the consent of Plaintiffs' Counsel or their representative, which consent shall not  
5 unreasonably be withheld.  
6

7           12. Ford or its representatives may test drive a Subject Vehicle during the inspection. In  
8 any test drive of a Subject Vehicle during the inspection, the Subject Vehicle shall be operated by  
9 Ford's inspector, and Counsel for the parties shall be permitted to accompany Ford's inspector.

10           13. In no event shall any inspection conducted under the terms of this Protocol exceed  
11 one day in duration.

12                           **III. USE OF INFORMATION OBTAINED DURING INSPECTION**

13           14. The parties agree that any and all information, including documents, photographs,  
14 video recordings, and sound recordings, obtained by any party during an inspection under the terms  
15 of this Protocol shall presumptively be considered "CONFIDENTIAL" discovery material in  
16 accordance with the Protective Order entered in this action for a period ending thirty (30) days  
17 following production of such material. During that period, the parties will meet and confer to  
18 determine which, if any, of those materials shall be considered "Confidential" for the duration of the  
19 litigation. If the parties are unable to reach agreement regarding the "Confidential" designation of  
20 this material, the parties shall follow the procedures set forth in Section 3(e) of the May 16, 2014  
21 Protective Order (Dkt. No. 96). No party or other person, including any Ford dealership, is permitted  
22 to use any information obtained during such an inspection for any purpose other than to prosecute or  
23 defend against the claims asserted in this action without consent from counsel from the opposing  
24 party.  
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1           15.     The parties agree that any notes or other writings taken or prepared by or for a  
2     testifying expert witness or non-testifying expert in connection with any inspection need not be  
3     disclosed by any party and are outside the scope of permissible discovery.

4           16.     No party waives any objection to any use, including admissibility of evidence and  
5     relevance, of any information, including documents, photographs, video recordings, and sound  
6     recordings, obtained by any party during an inspection under the terms of this Protocol in connection  
7     with this action. All such objections are expressly preserved by all parties.

9           IT IS SO STIPULATED.

10          DATED: April 13, 2015

11          Plaintiffs' Counsel:

12          /s/ Adam J. Levitt

13          Adam J. Levitt  
14          GRANT & EISENHOFER P.A.  
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20          /s/ Steve W. Berman

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36          /s/ Joseph G. Sauder

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Ford's Counsel:

/s/ Randall W. Edwards  
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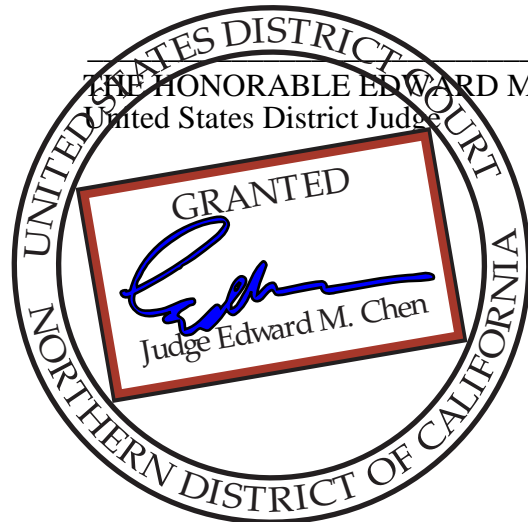
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jconigliaro@dykema.com

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

4/13/15

Dated: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE EDWARD M. CHEN  
United States District Judge





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**ATTESTATION PURSUANT TO LOCAL RULE 5-1(i)(3)**

I, Steve W. Berman, am the ECF User whose identification and password are being used to file the foregoing document. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that all signatories have concurred in this filing.

Dated: April 13, 2015

/s/ Steve W. Berman  
Steve W. Berman

**CERTIFICATE OF SERVICE**

I hereby certify that on April 13, 2015, I electronically filed the foregoing document using the CM/ECF system which will send notification of such filing to the email addresses registered in the CM/ECF system.

Dated: April 13, 2015

/s/ Steve W. Berman

Steve W. Berman

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