

# CONSUMER ARBITRATION PROGRAM FOR FORD MOTOR COMPANY POWERSHIFT DPS6 TRANSMISSION

## FAQs

### **Where can I find General Information about the process and my rights?**

For general information about the Consumer Arbitration Program for Ford Motor Company Powershift DPS6 Transmission please see the Rules here: ([www.consumerarbitrationprogram.com/rules](http://www.consumerarbitrationprogram.com/rules)).

### **Who will receive my case and manage the process?**

DeMars Associates, Ltd. (DeMars") administers the Program through its process known as the Consumer Arbitration Program for Motor Vehicles (CAP-Motors).

CAP-Motors is responsible for the overall administration of the Program, including collecting necessary documents, facilitating pre-arbitration settlement efforts, and, when needed, scheduling the arbitration hearing and providing you with an impartial, qualified Arbitrator.

CAP-Motors does not decide cases. CAP-Motors provides a forum for hearing and resolving your dispute using an impartial Arbitrator.

### **How do I file a claim?**

You can file a claim directly on the website at [www.consumerarbitrationprogram.com](http://www.consumerarbitrationprogram.com) or mail your completed application along with your documentation to:

CAP-Motors

P.O. Box 925

Haslet, TX 76052

If you do not have an application form you can:

- Download it from the website at [www.consumerarbitrationprogram.com](http://www.consumerarbitrationprogram.com)
- Call 800.279.5343 and ask for an application to be mailed to you.

### **Who pays for the Program?**

The Program fees, including the Arbitrator's fees, are paid by Ford. However, if you appeal the Arbitrator's decision, you will be responsible for any fees associated with your appeal. However, if you succeed on appeal, Ford will refund those fees.

### **What is my cost to use the Program?**

Program fees, including the Arbitrator's fees, are paid by Ford. If you appeal the Arbitrator's decision, you will be responsible for any fees associated with your appeal. However, if you succeed on appeal, Ford will refund those fees.

### **How do I contact the Arbitrator?**

In order to protect the independence of the Arbitrator the parties are prohibited from calling, emailing or engaging in any direct communication with the Arbitrator outside of the arbitration hearing. Please contact the Administration office at 800.279.5343 or email [info@consumerarbitrationprogram.com](mailto:info@consumerarbitrationprogram.com) for assistance with any questions or concerns.

### **How do I subpoena the Administration staff or the Arbitrator?**

The parties are prohibited from calling the Arbitrator or any employee or agent of CAP-Motors as a witness or expert in any proceeding involving the parties related to a dispute subject to this Program. Further, no party can subpoena any notes or other materials generated by the Arbitrator.

### **If the Arbitrator doesn't make a decision I agree with, and I decide to appeal, how do I arrange to have the Administration staff and/or the Arbitrator testify?**

The parties are prohibited from calling the Arbitrator or any employee or agent of CAP-Motors as a witness or expert in any proceeding involving the parties related to a dispute subject to this Program. Further, no party can subpoena any notes or other materials generated by the Arbitrator.

### **How long does the process take?**

In most cases the arbitration hearing of an eligible consumer claim takes place within thirty days from the date CAP-Motors receives a claim.

### **Are any time extensions allowed?**

The hearing date can be extended in any of the following circumstances:

1. For ten days if you have not attempted to seek resolution directly from Ford;
2. If the delay is due to your not promptly providing your:
  - a. Name,
  - b. Address,
  - c. Vehicle make and model information,
  - d. Vehicle identification number, (VIN) or
  - e. A statement summarizing the defect or concern being reported;

3. For a period not to exceed thirty days to give CAP-Motors the opportunity to respond to an Arbitrator's request for additional information, including an independent vehicle inspection by an Automotive Service Excellence (ASE) certified technician.

### **Who qualifies for the Program?**

In order to qualify for the Program, you must meet all of the following criteria:

1. You are a current or former owner or lessee of a new or used 2011-2016 Ford Fiesta or a new or used 2012-2016 Ford Focus; you have problems with the PowerShift Transmission in Class Vehicles or,
2. Prior to receiving notice of the Settlement you not filed a lawsuit against Ford, or if you did file such a lawsuit, you opted-in to the Settlement and dismissed your lawsuit;
3. You have not opted out of the Settlement;
4. You have not previously executed and delivered to Ford releases of claims based on the PowerShift Transmission; You are a current or former owner or lessee of a new or used 2011-2016 Ford Fiesta or a new or used 2012-2016 Ford Focus; you have problems with the PowerShift Transmission in Class Vehicles or,
5. Prior to receiving notice of the Settlement you did not file a lawsuit against Ford, or if you did file such a lawsuit, you opted-in to the Settlement and dismissed your lawsuit;
6. At least ten days prior to filing a claim for arbitration, you gave direct notice to Ford by calling 888.260.4563 or submitting a notice form through the Settlement Website; and
7. One of the following is true:
  - a. You claim that Ford failed to repair a transmission failure or malfunction in your Class vehicle as required by Ford's New Vehicle Limited Warranty, or any extensions of that warranty; or
  - b. You claim that a Ford Dealer charged you for a transmission repair to your Class vehicle that should have been paid for by Ford pursuant to Ford's New Vehicle Limited Warranty, or any extensions of that warranty, or
  - c. You seek to have Ford repurchase or replace your Class Vehicle based in whole or in part on alleged defects in the PowerShift Transmission.

The Arbitrator is authorized to review and decide all warranty claims. All other claims, including claims for personal injury or collision damage, are not eligible for arbitration in this program.

### **What are the Rules of Arbitration?**

These are the rules the Arbitrator must follow to resolve your claims in the Class Settlement... Please read General Information at [www.consumerarbitrationprogram.com](http://www.consumerarbitrationprogram.com) .

### **What are State Lemon Laws?**

Most states have "lemon laws" that require manufacturers to repurchase or replace a vehicle if it malfunctions or fails, and a manufacturer is unable to repair it within a reasonable time or within a

reasonable number of repair attempts.

### **What relief can the Arbitrator award?**

An Arbitrator may award a repurchase or replacement of your Class vehicle if the Arbitrator finds that you are entitled to a repurchase or replacement under the provisions of the lemon law for the state where you took delivery of your vehicle ("your state's lemon law"). The items and amounts to be refunded or the terms under which your vehicle is replaced, including deductions for use, shall be determined by your state's lemon law. Applicable provisions of state lemon law shall apply except as follows:

- i. Your claim for repurchase or replacement will be deemed timely**, regardless of the statute of limitations for a lemon law claim, if you still own or lease your vehicle and the claim is filed within six (6) years after the delivery of your vehicle to the first retail customer.

**If you sell your vehicle or return a leased vehicle** before filing a claim for Arbitration, you must file your claim for Arbitration before the applicable statute of limitations expires and within 180 days after the date on which you sold or returned the vehicle.

- ii. If you made a claim for cash payments** to the Settlement Administrator, any amount awarded by the Arbitrator for a repurchase under this provision shall be reduced by any cash payments awarded to you by the Settlement Administrator (other than cash payments awarded by the Settlement Administrator to reimburse you for clutch repairs).
- iii. If you made a claim for a Vehicle Discount Certificate** to the Settlement Administrator, any amount awarded by the Arbitrator for a repurchase under this provision shall be reduced by the face value of any Vehicle Discount Certificates that you used to purchase a new Ford Vehicle. Any award by the Arbitrator for a repurchase shall also cancel any unused and unexpired Vehicle Discount Certificate issued to you.
- iv. If you accepted any monetary compensation** offered by Ford before the arbitration for the purpose of attempting to resolve the dispute, the amount of that compensation shall be deducted from any award later ordered by the Arbitrator.
- v. No punitive damages or civil penalties** may be awarded.
- vi. If you elect to be represented by an attorney**, the Arbitrator may award reasonable attorney fees to you if you succeed on your repurchase or replacement claim, but such fees may not exceed \$6,000.

### **What if I file a claim because of Transmission Hardware Replacements?**

Regardless of your state's lemon law, or if your state has no lemon law, the Arbitrator may also award a repurchase under the Program if

- (i) you still own or lease your vehicle,
- (ii) while you owned or leased your vehicle, it was repaired on four occasions and on each of those occasions an authorized Ford Dealer performed a Transmission Hardware Replacement within 5 years/60,000 miles of delivery of the vehicle to the first retail customer (whichever occurs first), and the transmission still malfunctions. (Please contact Ford at **888.260.4563** for the definition of Transmission Hardware Replacement.)

The four Transmission Hardware Replacements do not need to be for the same part.

Claims for repurchase under this provision must also be filed within six years after delivery of your vehicle to the first retail customer.

**What if my state has no lemon law, or the Arbitrator decides I am eligible for replacement, but not under the lemon law?**

If the Arbitrator determines that you are eligible for a repurchase under this provision but not under your state's lemon law (or if your state has no lemon law), the following conditions apply:

1. **If you made a claim for cash payments** to the Settlement Administrator pursuant to the Settlement Agreement, any amount you are awarded by the Arbitrator for a repurchase under this provision shall be reduced by any cash payments already awarded to you by the Settlement Administrator (other than cash payments made by the Settlement Administrator to reimburse you for clutch repairs).
2. **If you made a claim for a Vehicle Discount Certificate** to the Settlement Administrator, any amount awarded to you by the Arbitrator for a repurchase under this provision shall be reduced by the face value of any unexpired Vehicle Discount Certificates that you used to purchase a new Ford Vehicle. Any award by the Arbitrator for a repurchase shall also cancel any unused and unexpired Vehicle Discount Certificate issued to you.
3. **Ford will refund** the actual amount of all payments you made for your vehicle (not including any modifications or additions after the vehicle's purchase or lease), including finance charges, less a reasonable allow

**If you leased the vehicle**, Ford will refund the payments you made to the lending institution or lessor, plus net trade-in and cash down payment (not including rebates, if any), and less a reasonable allowance for use. For both purchased and leased vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

4. **If the vehicle being repurchased is covered by a Ford Extended Service Plan** that you purchased, that plan will be cancelled and its pro-rated cost refunded.
5. **If the vehicle is covered by a non-Ford service contract**, you will be responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

6. **Ford will also refund** sales tax, original license fees, original registration fees, and original title fees.

7. **A portion of your use of the vehicle will be deducted** according to the following formula: (The mileage on your vehicle's odometer at the time of the third Transmission Hardware Replacement divided by 120,000) x Purchase Price.

8. **If you accepted any monetary compensation** offered by Ford before the arbitration for the purpose of attempting to resolve the dispute, the amount of that compensation shall be deducted from any award to you later ordered by the Arbitrator.

9. **No punitive damages or civil penalties** may be awarded.

10. **If you elect to be represented by an attorney**, the Arbitrator may award reasonable attorney fees to you if you succeed on your repurchase or replacement claim, but such fees may not exceed \$6,000.

### **When can I file my claim?**

You may submit a claim seeking repurchase up to six years after delivery of your vehicle to the first retail customer or six months after the Effective Date of the Settlement, whichever is later. Under the Program, claims submitted to arbitration should ordinarily be resolved within 30-60 days.

### **When does Ford have another opportunity to repair my car?**

If your Class vehicle had no more than three (3) total repair attempts, you must first provide Ford with an opportunity to perform a single, additional repair at no charge to you.

### **What kind of documentation will I need?**

You must submit proof that you owned your vehicle at all relevant times. In addition, you must submit repairs orders or other documentation sufficient, at the discretion of the Arbitrator, to support your claims.

### **What if I already had an arbitration?**

If prior to the Effective Date of the Settlement **xxxx xx, 2017**, you were denied an arbitration claim under any other arbitration program, such as the Better Business Bureau ("BBB"), you may nevertheless submit a claim under this Program.

### **When would I qualify for another arbitration under the Program?**

If your claim for repurchase was denied under this Program (for example, you had fewer than three (3) repairs), but you have subsequently incurred additional Transmission Hardware Replacements (Please contact Ford at **888.260.4563** for definitions), you are eligible for a second arbitration at no cost to you.

### **What if my claim is denied by the Arbitrator and then I have another Transmission Hardware Replacement?**

If your claim for repurchase was denied under this Program (for example, you had fewer than three (3) repairs), but you have subsequently incurred additional Transmission Hardware Replacements (Please contact Ford at **888.260.4563** for the definition), you are eligible for a second arbitration at no cost to you.

**If my claim is denied by the Arbitrator how can I appeal the decision?**

You may appeal the Arbitrator's decision within thirty (30) days of that decision, but you are responsible for the fee for the appeal. If you prevail on the appeal, Ford will reimburse the fee. The appeal will be determined by a neutral third party assigned through JAMS (Judicial Arbitration and Mediation Service). Information about how to file an appeal and the cost of the appeal will be provided with the Arbitrator's decision.

**What if I am asking for my transmission to be repaired?**

If you are having transmission problems with your vehicle that should have been, but were not, repaired under Ford's New Vehicle Limited Warranty, or any extension of that warranty, the Arbitrator may require Ford to make such repairs. However, the Arbitrator may not order a change in the vehicle's options or its design.

As of the date these Rules were established, Ford had issued two programs which extended the warranty on certain components of the PowerShift Transmission: Program 14M01 (which extended the warranty on the input shaft seal, clutch assembly and firmware to 7 years/ 100,000 miles for excessive transmission clutch shudder during light acceleration) and Program 14M02 (which extended the warranty on the Transmission Control Module to 10 years/150,000 miles).

**What if I am asking to be reimbursed for a transmission repair for which I was charged?**

If you have paid for a transmission repair, the Arbitrator may order Ford to reimburse you for any amount you paid that should have been paid by Ford pursuant to Ford's New Vehicle Limited Warranty or any extensions of that warranty. The Arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty, or any extension of that warranty, only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

**Are there any exclusions to what the Arbitrator can award?**

The Arbitrator may not award reimbursement or repairs under this Program for the following:

- maintenance and wear items not covered by the New Vehicle Limited Warranty;
- damage caused by alterations or modifications of the vehicle after it leaves the control of Ford;
- damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and

- damage caused by the installation or use of a non-Ford part or of any part designed for "off-road" use installed after the vehicle leaves the control of Ford.

### **Is there a time limit for claims for reimbursement or repairs?**

You must make claims for reimbursement or repair within the statute of limitations for breach of express warranty in the state where you took delivery of your vehicle.

### **Are attorney fees covered if my claim is for repairs or reimbursement?**

The Arbitrator may not award attorneys' fees for pursuing a claim for repairs or reimbursement under this section.

### **Can I appeal the Arbitrator's decision if I do not agree with the decision regarding my claim for repair or reimbursement?**

The Arbitrator's decision with respect to repairs and reimbursements under this Section is final and binding on both parties with no right of appeal.

### **How do I begin arbitration?**

To begin arbitration, you must submit the appropriate forms to CAP-Motors. The forms are available from CAP-Motors at [www.consumerarbitrationprogram.com](http://www.consumerarbitrationprogram.com) or on the Settlement Website. You may also call 800.279.5343 and request a form be sent to you.

### **What happens when my forms are received in the Administration Office?**

When CAP-Motors receives your forms, CAP-Motors will assign a case number and set a date for a document review to determine eligibility. This review is for eligibility only. It is not a hearing on the merits of the case. The document review will take place unless CAP-Motors is notified that a settlement agreement has been reached between you and Ford.

### **What happens if my claim is not found eligible?**

If your claim is initially deemed ineligible because it does not meet the Program's criteria CAP-Motors will notify you in writing. If you believe the initial ineligibility determination was made in error, an Arbitrator will consider a written appeal if your application and supporting appeal documents are received within thirty days from the date of the ineligible notice letter.

### **What kinds of hearings are available to me?**

When you file your forms you will be asked if you prefer:

1. A review of documents only, with no oral presentations
2. An online hearing with oral presentations provided via a WebEx scheduled meeting
3. A telephone conference hearing with oral presentations; or
4. An in-person hearing.

### **What if I change my mind about the kind of hearing I want?**

You may change your decision regarding your preferred meeting type at any time, but **at least two weeks' notice is required to facilitate the scheduling of an in-person hearing.**

### **What kind of information will CAP-Motors send to me?**

CAP-Motors provides the parties with the following information:

- a) the identity and qualifications of the assigned Arbitrator;
- b) the scheduled arbitration hearing date, time, process and location;
- c) a notice that if one party fails to appear at the agreed upon time, process and place, the presentation by the other party may still be allowed;
- d) a request to the consumer that the vehicle be brought to the in-person arbitration hearing for an inspection by the Arbitrator along with proof of current liability and collision insurance.

No Arbitrator inspection is available in a documents-only review and a conference call, but you may submit photos and videos. You may also request an independent inspection by an ASE certified mechanic will be completed at Ford's expense. In a WebEx hearing, the Arbitrator may request that you make a video or photo presentation at the time of the hearing.

- e) the applicable Program forms.
- f) all of the information in the case file, which will be sent about one week prior to the arbitration hearing.

### **What is the Pre-Arbitration Hearing Information Form?**

Each party is required to complete a Pre-Arbitration Hearing Information Form ("Form") and send it to CAP-Motors. The Form requests information necessary to resolve the dispute such as:

- a) whether you will be represented by an attorney;

- b) whether you will be using a representative or an interpreter;
- c) any change or additional information to your written statement regarding the alleged defect or other complaint being reported;
- d) any change, rebuttal or additional information to Ford's written summary of its position;
- e) any witnesses to be called by a party;
- f) any documents the you want the Arbitrator to review that have not already been included;
- g) whether a party wants the Arbitrator to inspect or test-drive the vehicle at an in-person hearing, or wants to request an independent vehicle inspection by an ASE certified mechanic;
- h) if a test drive is requested, proof of insurance coverage on the vehicle; and
- i) completed usage calculation worksheet.

### **When should I send in the Pre-Arbitration Hearing form?**

CAP-Motors must receive the signed Form from each party at least seven days prior to the arbitration hearing. If the Form is not received by the deadline, the hearing will still take place and the Arbitrator will take into consideration the fact that the Form was not received.

The parties must provide a written list of witnesses, other than rebuttal witnesses, at least five days prior to the arbitration hearing.

Except for rebuttal evidence, any document not attached to the Form, or otherwise supplied to CAP-Motors at least seven days prior to the arbitration hearing, may be excluded from evidence.

The Arbitrator makes this decision. The Arbitrator's decision is final.

### **How is the Arbitrator selected?**

A single Arbitrator will be assigned by CAP- Motors to hear and decide the arbitration dispute. At least five days prior to the hearing CAP-Motors will provide the Arbitrator with all relevant documents that have been submitted to CAP- Motors by the parties before the arbitration hearing.

### **What happens if the Arbitrator has a conflict of interest?**

A person appointed as an Arbitrator shall disclose to CAP-Motors any circumstance likely to affect his or her impartiality. This may include any bias or any financial or personal interest in the result of the arbitration. This may also include any past or present relationship with the parties or their representatives. If this information is received from the Arbitrator or another source, CAP-Motors shall communicate the information to the parties and the Arbitrator. If a party objects to the assigned Arbitrator, it must send a letter stating the objection, and the reason for the objection, within seven days from the date of the letter or email assigning the Arbitrator. If CAP-Motors

receives a written objection about the assigned Arbitrator, CAP-Motors shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision. This decision shall be final and binding.

### **What if I know the Arbitrator or have other concerns about the appointed Arbitrator?**

A person appointed as an Arbitrator shall disclose to CAP-Motors any circumstance likely to affect his or her impartiality. This may include any bias or any financial or personal interest in the result of the arbitration. This may also include any past or present relationship with the parties or their representatives. If this information is received from the Arbitrator or another source, CAP-Motors shall communicate the information to the parties and the Arbitrator. If a party objects to the assigned Arbitrator, it must send a letter stating the objection, and the reason for the objection, within seven days from the date of the letter assigning the Arbitrator. If CAP-Motors receives a written objection about the assigned Arbitrator, CAP-Motors shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision. This decision shall be final and binding.

### **What happens if the Arbitrator can't fulfill the responsibilities?**

If for any reason the Arbitrator becomes unwilling or unable to perform his or her duties, CAP-Motors may declare the position vacant and appoint a new Arbitrator.

### **How will I know the date, the time and the place of the arbitration?**

CAP-Motors shall set the date, time, and place for each hearing after consulting with the Arbitrator. When the arbitration is in-person, the hearing will be held at an independent site reasonably convenient to you. You should bring the vehicle to the arbitration hearing, together with proof of current liability and collision insurance.

### **What if I want to cancel or withdraw my claim?**

You may withdraw your claim up to five days prior to the arbitration hearing date. If the claim is withdrawn, the case file will be closed and notice will be submitted to CAP-Motors. If you decide to file another claim, you must contact CAP-Motors, who will determine if you are eligible to file another claim. Please review the eligibility requirements carefully before you make your decision to withdraw. Withdrawing your claim will be the same as if you had never filed it.

### **Can I be represented by an attorney or other representative in this Program?**

While it is not required, you may be represented by an attorney. You must include the attorney's name, address, and telephone number on the Pre-Arbitration Hearing Information Form. All representatives must have settlement authority.

### **What kinds of documentation or evidence will I need?**

The parties may provide testimony and documents related to the dispute. The parties shall provide any evidence the Arbitrator may reasonably decide is necessary to understand and decide the dispute. The Arbitrator may receive and consider the statements of witnesses by affidavit, which is a signed, written statement. The Arbitrator shall give the information the weight the Arbitrator decides is appropriate after consideration of any objection about relevancy made by the other side.

All documents submitted by the parties to CAP-Motors and to each other prior to the hearing shall be made a part of the case file, unless excluded by the Arbitrator as irrelevant or redundant.

Whenever possible, evidence is labeled and placed in the case file. The Arbitrator will include a written summary of any other evidence in the case file. All evidence included in the case file will be sent by the Arbitrator to CAP-Motors following the hearing.

Again, you should bring your vehicle to an in person arbitration hearing together with proof of current liability and collision insurance. If you feel your vehicle is not capable of being safely operated, you will need to advise CAP-Motors prior to an in-person hearing, along with an explanation. You may be requested to trailer the vehicle to the hearing at your own expense. If you prevail at the arbitration, the Arbitrator may include the costs of trailering your vehicle in the award.

The Arbitrator may inspect your vehicle if requested by you or Ford or if the Arbitrator decides it is necessary. Additionally, at his or her discretion, the Arbitrator may test-drive the vehicle. The parties must be present for such inspection or ride, unless a party waives its right to be present. The Arbitrator will include information from the test drive in the case file. In the event the vehicle is not made available for inspection at the hearing and the Arbitrator determines an inspection is necessary, the Arbitrator may choose to delay rendering a decision in the matter for up to thirty (30) days or until such time as the vehicle is made available for inspection.

### **Will the legal rules of evidence be used?**

Legal rules of evidence do not apply. The Arbitrator shall judge the relevance of the evidence presented. Evidence shall be taken in the presence of all the parties. An exception will be made where a party does not attend after being notified of the date, time, and place of the hearing or has waived the right to attend. The hearing may proceed under these circumstances. All documents submitted by the parties to CAP-Motors and to each other prior to the hearing shall be made a part of the case file, unless excluded by the Arbitrator as irrelevant or redundant.

Whenever possible, evidence is labeled and placed in the case file. The Arbitrator will include a written summary of any other evidence in the case file. All evidence included in the case file will be sent by the Arbitrator to CAP-Motors following the hearing.

### **What if I want to talk to the Arbitrator before the hearing?**

In order to protect the independence of the Arbitrator and in credibility of the Program there can be no direct communication between the parties and Arbitrator other than at the oral hearing, except as specifically permitted within this guide.

Any other oral or written communication from the parties to the Arbitrator should be sent to CAP-Motors. CAP-Motors will forward the communication to the Arbitrator.

### **Who may attend an Arbitration Hearing?**

Arbitration hearings shall be open to the public; however Arbitrators may exclude anyone who is disrupting the hearing.

### **Are oral presentations allowed?**

The Program allows for oral presentations by both parties to the dispute. Each party has the right to be present for the other party's oral presentation. If one party fails to appear at the time set for the hearing, the Arbitrator may still allow the presentation by the other party.

What happens if one of the parties doesn't attend the WebEx, conference call or in person hearing?

Should a party fail to appear at the scheduled time, the Arbitrator, at his or her discretion, may either decide the dispute or give the absent party an opportunity to rebut any contradictory evidence or submit additional information before a decision is made. The Arbitrator has the authority to make a decision whether or not an oral presentation is made.

### **Does the Arbitrator or Program Administration staff work for Ford?**

No. The Arbitrator works under contract with CAP-Motors.

All Program staff are employees of DeMars & Associates, Ltd., an independent company which has administered dispute settlement programs since 1988.

Additionally, Ford and CAP-Motors will take all steps necessary to ensure that the Program, the Program Staff, and Arbitrators, are sufficiently insulated from Ford, so that the decision of the Arbitrator and the performance of the Program Staff are not influenced by Ford.

### **How should I prepare for the Arbitration Hearing?**

All parties should come to the hearing prepared to present testimony, documents, and other evidence about the dispute. This will include information about what you are asking the Arbitrator to award. You should have readily at hand your copies of every document you have submitted to the Program and to the other side, and every document you have received from the Program and the other side.

## **What should I expect at the Arbitration Hearing?**

If you selected a documents review, CAP-Motors will send a copy of the case file to you approximately one week before the hearing. The decision will be made on the materials presented by you and Ford, and the independent inspection, if any. CAP-Motors will send a copy of the case file to you approximately one week before the hearing. You do not need to attend a scheduled hearing. The Arbitrator's written decision will be mailed to you within ten days of the hearing.

If you selected a WebEx or telephone conference, CAP-Motors will send a copy of the case file to you approximately one week before the hearing. You should have your copy of this case file available at the time of the hearing. The decision will be made on the materials presented by you and Ford, and the independent inspection, if any. The Arbitrator will record a description of the exhibits, or the materials presented, the testimony presented and the results of any inspection. The Arbitrator's written decision will be mailed to you within ten days of the hearing.

If you selected an in person hearing, CAP-Motors will send a copy of the case file to you approximately one week before the hearing. You should have your copy of this case file available at the time of the hearing. The decision will be made on the materials presented by you and Ford, and the independent inspection, if any. The Arbitrator will record a description of the exhibits, or the materials presented, the testimony presented and the results of any inspection or test drive of the vehicle.

In a WebEx, conference call or in person hearing, the Arbitrator will open the arbitration by initiating the recording and:

- filing of the oath of the Arbitrator, via WebEx, conference call, or in-person;
- recording of the date, time, and place of the hearing;
- stating the name of the case; and
- stating the names and of parties, attorneys, and witnesses present.

The Arbitrator may, at the beginning of the hearing, ask for statements clarifying the issues involved and condition of the vehicle.

The Arbitrator shall administer an oath or affirmation to all persons present who give testimony.

The Arbitrator will limit the oral presentation to a maximum of two hours for each side of the dispute. Often, ten minutes is sufficient. The Arbitrator may extend the oral presentation time at his/her discretion for a total of up to four hours.

### Your Presentation:

You or your attorney will present, uninterrupted, testimony and documents to support your claim.

Ford's representative(s) or attorney(s) will have the opportunity to question you and your witnesses about their testimony after each one testifies.

### Ford's Presentation:

Ford will then present, uninterrupted, testimony and documents supporting its defense.

You or your attorney will have the opportunity to question Ford's witnesses about their testimony after each one testifies.

Note: The Arbitrator may question any witness at any time during the hearing.

At an in person hearing, after all testimony the Arbitrator will decide whether he/she will inspect and/or test-drive the vehicle, if the vehicle is capable of being safely operated.

At a WebEx hearing the Arbitrator may ask you if you are able to take photos of the vehicle, or you may safely record a video.

After the inspection and/or test-drive is conducted, and all persons have returned to the hearing room, the parties will have the opportunity to offer additional testimony about it on the record.

Whether or not an inspection or test drive is conducted, each party shall have an opportunity to make a brief closing statement.

The Arbitrator has the discretion to vary this procedure but shall give a full and equal opportunity to all parties for the presentation of any material and relevant evidence.

### **What if the Arbitrator decides more information is needed?**

If the Arbitrator directs that documents or other evidence be submitted to the Arbitrator after the arbitration hearing, this information will be filed with CAP-Motors. CAP-Motors will send the documents to the Arbitrator. The Arbitrator will set a deadline for the documents to be submitted.

In some instances the Arbitrator decides an Independent Inspection is needed. When this occurs CAP-Motors Administration will contact an ASE Technician to conduct the inspection, every effort will be made to schedule the inspection at a place that is convenient to you. The cost of this inspection will be paid by Ford. The Program allows thirty days for conducting the inspection, filing the report and the Arbitrator making a final decision. Time is of the essence. You will be requested to participate in facilitating a prompt completion of the Arbitrator's request.

### **How will I know the Arbitration Hearing is over?**

The Arbitrator will specifically ask all parties whether they have any additional evidence to offer or witnesses to be heard. Upon receiving negative replies or, if satisfied that the record is complete, the Arbitrator declares the arbitration hearing closed.

### **What should I expect in the Arbitrator's decision?**

The Arbitrator will render a fair decision based upon the information gathered by the Program, the information provided by the parties, and the Rules of Arbitration defined in General Information, see [www.consumerarbitrationprogram.com/rules](http://www.consumerarbitrationprogram.com/rules) .

The Arbitrator's decision is based solely upon the case file, the documents included, the testimony presented during the hearing, and the test-drive and vehicle inspection, if any. The decision of the Arbitrator is final and binding upon both parties, unless you appeal.

Requests for rehearing are not considered by the Arbitrator, or CAP-Motors. Technical corrections may be considered, upon written request.

**When is the Arbitrator's decision made?**

The decision will be made promptly by the Arbitrator and will be mailed to you and to Ford no less than ten days from the date of closing the arbitration hearing. The decision will be in writing. It will include a brief statement of the reasons for the decision, and will be signed by the Arbitrator. Decisions are expected to be made within forty (40) days of your application to the Program, unless the Arbitrator defers the decision for more information, which shall not exceed thirty (30) additional days.

**How will I and Ford be advised of the Arbitrator's decision?**

The parties will be mailed a copy of the Arbitrator's decision by first class mail to the party or its attorney's last known address.

**How can I receive a copy of the Program's records of my claim?**

Parties are entitled to receive copies of all the Program's records related to the dispute, at a reasonable cost. Please contact CAP-Motors Administration at 800.279.5343 or [info@consumerarbitrationprogram.com](mailto:info@consumerarbitrationprogram.com) for more information.

**What happens if I accept the Arbitrator's decision?**

The decision of the Arbitrator is binding on Ford once you accept it. You can accept the Arbitrator's award by signing the appropriate form, which will be included with the Arbitrator's decision, and submitting it to CAP-Motors.

Once your signed acceptance is received you will be contacted to coordinate the completion of your award, which should be concluded within thirty days.

You will be deemed to have accepted the order unless you file an appeal, and pay the required fee, within thirty days of your receipt of the Arbitrator's decision. If you do not file an appeal, Ford must comply with the decision within thirty days of the date it receives notice that you have accepted the award. Compliance occurs on the date you receive the relief specified in the decision. Approximately ten days after the thirty days for compliance has passed, CAP-Motors will contact you to determine if the award was completed to your satisfaction.

If the decision is a further repair and Ford fails to carry out the further repair award within the

specified time frame, or if you assert that the further repair attempt has not resolved the concern(s), you may contact CAP-Motors to request that the Arbitrator reconsider the decision.

CAP-Motors will investigate the dispute and treat it as a new dispute. However, all phases of the process will be expedited to the extent possible, and if reasonably possible, the same Arbitrator will decide the dispute.

A member of the CAP-Motors staff will contact you to verify the award was completed to your satisfaction.

### **What happens if I reject the Arbitrator's decision?**

The decision of the Arbitrator is binding on Ford once you accept it. If you reject the decision, you may appeal, but you must pay the fee for the appeal. If you prevail on the appeal, Ford will reimburse the fee. Information about how to appeal, and the required fees for an appeal, will be sent along with the Arbitrator's decision.

The appeal will be administered by JAMS and will be determined by a neutral third party assigned by JAMS.

You will be deemed to have accepted the order unless you file an appeal, and pay the required fee within thirty days of your receipt of the Arbitrator's decision. If you do not file an appeal, Ford must comply with the decision within thirty days of the date it receives notice that you have accepted the award. Compliance occurs on the date you receive the relief specified in the decision.

Approximately ten days after the thirty days for compliance has passed, CAP-Motors will contact you to determine if the award was completed to your satisfaction.

If Ford fails to carry out a further repair award within the specified time frame, or if you assert that the further repair attempt has not resolved the concern(s), you may contact CAP-Motors to request that the Arbitrator reconsider the decision. CAP-Motors will investigate the dispute and treat it as a new dispute. However, all phases of the process will be expedited to the extent possible, and if reasonably possible, the same Arbitrator will decide the dispute.

### **What if there is a technical error in the Arbitrator's decision?**

Either party may request that the Arbitrator make a technical correction to the decision. Time is of the essence.

This action is initiated by filing a written request with CAP- Motors. CAP-Motors will send a copy of the request to all opposing parties within ten days after their receipt of the written decision.

Technical corrections shall be limited to arithmetic errors, corrections of a party's name or information regarding the vehicle, and typographical or spelling errors. Technical correction of a decision shall not extend the time for appeal or compliance by Ford. There is no fee for handling a technical correction.

### **How do I arrange for special accommodations?**

Persons needing special accommodations to participate in either the WebEx or in person arbitration hearing should contact CAP-Motors no later than ten (10) days prior to the conference or hearing date. If hearing impaired, contact CAP-Motors via TTY Relay Service at 800.947.3529. An interpreter will be provided by CAP-Motors upon request at no cost to you.

### **What review or scrutiny is required of the Program?**

The Program is subject to DeMars' own internal audit, and review requirements, as well as specific state requirements.

DeMars' review collects all data required by the Federal Trade Commission Part 703 Guidelines, such as:

- Average days from case open date to hearing date
- Average days from hearing date to decision mailing
- Number of decisions with an award
- Number of decisions with no award
- Number of awards completed within required timeline
- Number of awards completed beyond the required timeline
- Number of awards not completed
- Number of cases reopened with new information
- Number of awards accepted
- Number of awards rejected

For more information please contact the DeMars & Associates Process and Compliance Manager at [amartinez@demarsassociates.com](mailto:amartinez@demarsassociates.com) .

Class Counsel and Ford shall continue to monitor the Program and shall mutually agree on revisions to the Program and to the Arbitration Procedures, as necessary.

### **How do I register a complaint or ask a question?**

If you have any questions or are uncertain about any part of this Program, please contact CAP-Motors:

CAP-Motors & Associates, Ltd.

P.O. Box 925

Haslet, TX 76052-0925

800.279-5343

[info@consumerarbitrationprogram.com](mailto:info@consumerarbitrationprogram.com)

You may also contact Lead Class Counsel:

Capstone Law APC

### **How do I file my case?**

You can file your case at .

- You can enter the information in the online application and file it directly online or
- You may download the application, print it, fill out the information and send it to CAP-Motors
- You may call 800.279.5343 and request an application be mailed to you.

Send completed applications and all supporting documents, such as repair orders, to:

CAP-Motors & Associates, Ltd.

P.O. Box 925

Haslet, TX 76052-0925

### **How do I know what type of hearing will be best for me?**

The Program offers three choices for your hearing:

1. Documents Only (no oral presentations are required)
2. Online Dispute Resolution (oral presentations are conducted by WebEx or conference call)
3. In Person Hearing (oral presentations are conducted face to face and the Arbitrator may decide to conduct a visual inspection or test drive)

#### Advantages of Documents Only Hearing:

- Speed – since the Program does not need to schedule a time for everyone to meet either online or in person, the hearing can be coordinated more quickly
- Easy – you do not need to take off time from work or other activities
- Convenient – you do not need to drive to a meeting location

#### Disadvantages of Documents Only Hearing:

- The Arbitrator's decision is based on the written documents and the repair orders

- There is no inspection of the vehicle, unless you request an independent inspection by an Automotive Service Excellence certified mechanic prior to the hearing (remember this is available at no cost to you)

Advantages of Online Dispute Resolution Hearing:

- Speed – since the Program does not need to schedule a time for everyone to meet in person, the hearing can be coordinated more quickly
- Fast – most WebEx and conference call hearings take less time than an in person hearing
- Easy – you can call in to the conference call or log on to WebEx at a location convenient for you
- Convenient – you do not need to drive to a meeting location

Disadvantages of Online Dispute Resolution Hearing:

- With a conference call you will not have face to face contact; although WebEx can accommodate face to face if parties can use a webcam
- There is no inspection of the vehicle, unless you request an independent inspection by an Automotive Service Excellence certified mechanic (remember, this is available at no cost to you); although the Arbitrator may ask if you can safely record a video of the vehicle

Advantages of In Person Hearing:

- Face to face – everyone is in the room
- Inspection – the Arbitrator may choose to inspect your vehicle or to ride along on a test drive.

*Remember you will need to bring your vehicle, along with proof of insurance and current registration. If you believe the vehicle cannot be safely driven you will need to trailer the vehicle to the hearing at your own cost. You can request the Arbitrator to reimburse these costs you if you prevail*

Disadvantages of In Person Hearing:

- Scheduling - since the Program needs to schedule a time for everyone to meet in person, the hearing may take several weeks to coordinate
- Travel and travel time - you will need to drive to the hearing location

