

Court File No. CV-15-539855-00-CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**REBECCA ROMEO, JOE ROMEO,
DIANE BÉLAND, and ELYSE CHOINIÈRE**

Plaintiffs

- and -

**FORD MOTOR COMPANY and
FORD MOTOR COMPANY OF CANADA, LIMITED**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**AFFIDAVIT OF EDWARD M. STOCKTON
(sworn April 7, 2017)**

I, EDWARD M. STOCKTON, M.S., of the County of Pima in the State of Arizona, MAKE
OATH AND SAY:

I. INTRODUCTION

1. My name is Edward M. Stockton. I am the Vice President and Director of Economics Services of The Fontana Group, Inc. ("Fontana"), a consulting firm located at 3509 North Campbell Avenue, Tucson, Arizona 85719. I also serve on the Board of Directors of Fontana and its parent company, Mathtech, Inc. Fontana provides economic consulting services and expert evidence regarding the retail motor vehicle industry and other industries throughout the United States and Canada.

2. I have been retained by the counsel for the plaintiffs in this matter. Work on the project began in the fall of 2016 but was delayed as a result of injuries suffered by a key member of my analytical team, who has extensive experience in vehicle valuations and automotive data within the Canadian market. I have personal knowledge of the subject matter referenced in this document. If called upon, I will testify to the contents of this affidavit. I have been informed of my obligation as an expert to the court, and I have executed the appropriate acknowledgement to this effect, which is attached hereto as **Exhibit “A”**.

II. QUALIFICATIONS

3. My experience and that of Fontana are relevant to the subject matter of this action. I have analyzed economic damages in several matters involving product irregularities and/or defects. Among these engagements, I currently serve as the economic expert for the Plaintiff Steering Committee (“PSC”) in the Volkswagen “Clean Diesel” matter in the United States and as the expert for the Consortium Counsel representing plaintiffs in the similar Canadian Litigation.¹ Fontana also served as the primary economic expert for the consumer classes in the Toyota Motor Corp. “Unintended Acceleration” matter in The United States and Canada,² which involved extensive analysis of class-wide economic damages to consumers who had purchased certain subject Toyota vehicles. I served in a central role in those matters, developing economic loss models, and where applicable, applying the settlement proceeds to class members. Collectively, my colleagues and I

¹ United States District Court, Northern District of California, San Francisco Division, MDL No. 2672 CRB (JSC) and *Quenneville et al. v. Volkswagen Group Canada Inc., et al.* Court File No.: CV-15-537029-00CP

² United States District Court, Central District of California, Southern Division: Case No. 8:10ML2151 JVS (FMOx), Ontario Superior Court of Justice Court File Nos.: CV-10-396029-00CP, 10-47583, and CV-10-401396-00CP, Quebec Superior Court Province of Quebec, District of Montreal, No. 500-06-000490-090, In the Queen’s Bench, Judicial Center of Regina, QB No. 231 of 2010, Supreme Court of Nova Scotia, No. 325-0116.

have analyzed potential economic damages, including damages from excess price diminution, relating to millions of vehicles.

4. My qualifications and experience are described in my *curriculum vitae*, which is attached as **Exhibit “B”** to this affidavit. Based on the data and documents available to Fontana, my education, training, experience, and extensive engagement in this matter, I have adequate foundation to attest to the findings and opinions expressed in this affidavit.

III. SCOPE OF OPINION

5. I have been asked by Class Counsel to provide an expert opinion on the primary question of whether, if the allegations in the Claims are found to be true, a method (or methods) exists for calculating some or all of the economic damages suffered by the class absent an individualized inquiry.
6. As explained in this Affidavit, I find if Defendants marketed and sold the subject vehicles with the product defects alleged in the complaint, that consumers suffered economic harm, and that methods exist for determining some or all of that harm. Data would likely be available to undertake these analyses, and the analyses would not require the benefit of individual inquiry.
7. The bases for the opinion offered herein are set out in Sections IV and V of this Affidavit.

IV. ECONOMIC HARM TO CLASS MEMBERS

Background:

8. The Defendants, collectively (“Ford”), allegedly offered for sale in Canada model year 2011 through current Fiesta vehicles and model year 2012 through current Focus vehicles

(“subject vehicles”)³ that included as a common component certain transmission assemblies, Ford and/or Ford Canada’s Dual Clutch Transmission, known as the “Ford PowerShift Transmission.” According to claims, the Power Shift components were defective from the outset, causing diminished vehicle performance, reduced quality of operation, frequent maintenance, lost acceleration control, and eventually reduced vehicle use and vehicle longevity. According to claims, the Power Shift component was more severely flawed than an unreliable component; its design was organically defective throughout the subject vehicles’ lives. Since the defect has not been remediable, consumers who purchased the subject vehicles still have not received the vehicles for which they bargained in their represented conditions.

9. At this time, it is not certain that the market has fully incorporated a *resolution* concerning the final disposition of the subject vehicles and the alleged defect.

V. ANALYTICAL BASES FOR OPINIONS

Methodology and Data

10. Claims assert, supported by class member affidavits, that owners of the subject vehicles have had to return to the dealership for repairs to the Power Shift component. It is my understanding the consumers have generally not paid out-of-pocket expenses for these repairs. In these cases, in which a repair is “warranty” or “recall” rather than a “customer pay” encounter with the dealership, the manufacturer reimburses the dealership for the work performed and retains a record of the transaction. In my experience, these records

³ Certain data are available only through model year 2015 vehicles and are most relevant through model year 2014 vehicles.

include codes for the work performed, date of the repair, a vehicle identification number or “VIN,” a vehicle odometer reading at the time of repair, and the amount of reimbursement paid to the dealership. I expect these records to be maintained by and/or on behalf of Ford and to be available in computer-readable form. Records would also be available for other warranty repairs performed on other Ford vehicles.

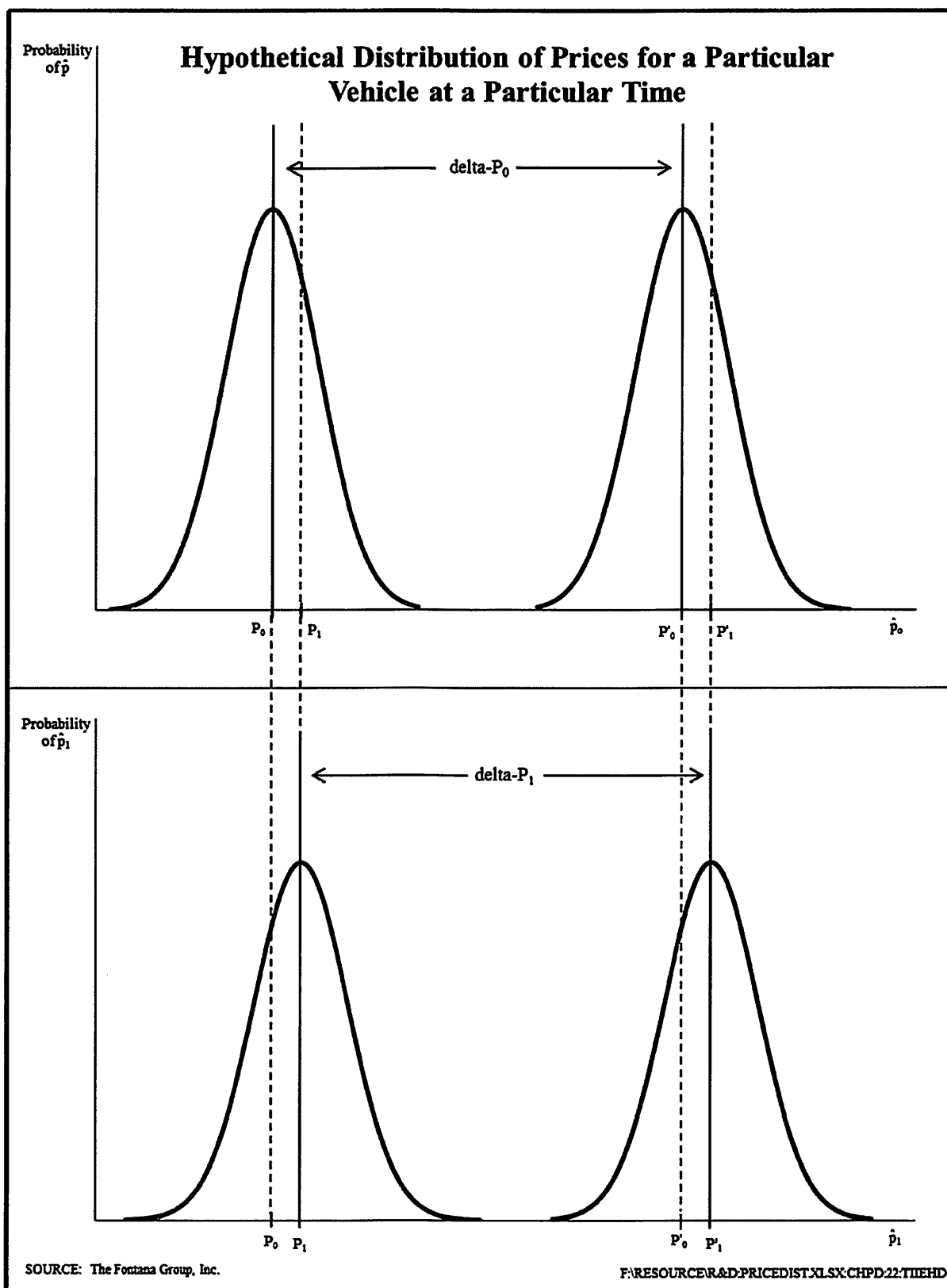
11. Motor vehicles, like the subject vehicles, are highly differentiated products. In this case, “differentiated” conveys two meanings. The first is that they are literally *different* from each other. The second is that there is some distinction associated with the brand and product name that conveys a sense of value to customers beyond the observable physical characteristics of the product itself.
12. Both elements of differentiation are relevant here. Manufacturers communicate pricing levels through Manufacturer Suggested Retail Prices or “MSRP.” Furthermore, they modify those prices to market conditions through public-facing adjustments, such as lease specials or “cash back” promotions. Manufacturers also adjust to market forces through modification of effective selling prices to dealerships, who are the direct customers for manufacturer’s products. Examples of effects on prices to dealerships could be “dealer cash” or volume-based incentive programs. Although, as illustrated above, pricing is generally not fixed through the entire offering period of a new model, parties still make substantial commitments and decisions that are tethered to the reliability of market pricing levels, both for new vehicles and used vehicles.
13. Used vehicles retain some residual value associated with the brand, model, and initial pricing behavior associated with the product’s release. A model that is less successful as

a personal vehicle may be destined to heavier use in rental fleets. This results in lower initial vehicle pricing, more rapid and synchronic release into the resale market, increased vehicle commoditization, and a tendency toward less generously equipped vehicles within model and model year. Conversely, “hotter” vehicles that are initially in shorter supply, by definition, sacrifice less price, are less likely to be destined to rental fleets, and often tend to be more generously equipped as a result of being sold to less price-sensitive customers.

14. Despite these differences, expected prices play a powerful role with the reliability of these markets demonstrated through the actions of decision-makers. Financial institutions must make decisions about the residual values of vehicles when they set collateral requirements and loan terms. Furthermore, some of these same institutions set lease terms that are closely related to the expected vehicle value at the termination of the lease—often 3-5 years in the future. Expanding on this explanation, a lessor must take into account the money cost associated with providing a vehicle to a consumer for use, the depreciation the vehicle is expected to incur during that use, the collateral value of the vehicle in the event that the consumer defaults on the lease, the technical obsolescence that occurs as new technology eclipses existing levels, and the risk that these forward-looking estimates do not occur as expected. While certainly lacking in crystal balls, institutions and individuals rely upon the rational function and well-developed expectations of differentiated markets for new and used vehicles—with knowledge (sophisticated or not) of the variation in selling conditions and market conditions that inherently exist within these markets.

15. In addition to the well-defined and functioning market, significant information exists about specific vehicles that explains much of the variation in vehicle values and transaction prices. For example, the 2013 VIN on Ford vehicles in **Exhibit “C”** conveys the following information.

16. Differences in individual purchasers’ characteristics can also be substantial, but this is not to say that those differences are confounding. The reason is that differences between purchasers are much more significant than the differences that might apply to the same purchaser considering the acquisition of a vehicle in the same market at the same time with the same budget and vehicle needs. A given purchaser shopping for two vehicles at the same time in the same market retains his or her own negotiating skills, budget, value of time, price sensitivity, urgency of need for transportation, etc. This concept is highlighted in **figure 1** below.



18. The general stable behavior of new and used automotive markets, even within the context of vehicle and buyer diversity enables the evaluating of economic problems relevant to this matter.

Method 1: Reduced Use

19. Under the Claims, one response by owners to the diminished performance and impaired reliability of the subject vehicles would be to reduce vehicle use. This response would be consistent with the allegations in the claim. Reduced vehicle performance, impaired drivability, questions about reliability, frequent repairs, and lost vehicle control would all diminish the utility (usefulness or value) associated with ownership of the subject vehicles. Relatively, these factors would make alternate modes of transportation or simply reduced transportation more attractive.
20. The existence of this response by class members is a testable proposition. The warranty records for the subject vehicles will include odometer readings that enable an evaluation of the kilometres driven both absolutely and as the vehicles age. It would be possible to compare the kilometres driven both absolutely and as a function of age to a control group of other Ford vehicles from those vehicles' odometer readings. Finally, it is my expectation that data would be available that indicate average annual kilometres driven in Canada. This would provide an additional comparison point for the odometer readings of the subject vehicles.
21. If, indeed, consumers have reduced use of the subject vehicles, this would lead to a reasonably calculable figure of at least some of the economic damages suffered by the consumer class. The following describes this method: imagine that separate from

mileage, the average vehicle that is competitive with the Subject vehicles depreciates at the rate of 1.2% per month, which equates to 13.5% per year. If consumers reduced their use of the subject vehicles by 25%, they still would have experienced the age-related depreciation associated with the vehicle but would have done so absent full use of the vehicle during that time period. A simple estimate of hypothetical damages might be that a vehicle valued at \$10,000 at the beginning of the year experienced a \$1,350 loss solely as a result of vehicle age. However, since the consumer only received 75% of normal use during that time period, they lost 25%, or \$337.50 in value during that time in opportunity cost incurred from an idled or impaired vehicle. The table below illustrates this concept.

22. Under this example, I suggest one measure of opportunity cost—Age-related depreciation. Other measures of opportunity cost may also be relevant. Average interest rates on consumer debt, or perhaps overly conservatively, the finance rates on automobiles are alternative measure of opportunity cost.
23. This method results in an inherently conservative estimate of damages. If reduced vehicle use followed diminished vehicle performance or reliability, the consumer may not have received full value from the vehicle during the 75% of use. Furthermore, the consumer may have incurred additional costs or diminished benefits from alternate modes of transportation.

Method 2: Excess Price Depreciation or Diminished Value

24. In the event that consumers, in sufficient numbers, a) experience diminished utility and/or diminished expected utility from the subject vehicles, b) believe that the problem is not

readily sufficiently remediable, and c) either increase the supply of the subject vehicles in resale markets and/or encounter a sufficient number of buyers who believe that the vehicles are substandard and not readily sufficiently remediable, the normal market response would be for the subject vehicle to experience price depreciation beyond that which they would have normally experienced but for the alleged defect. More simply stated, if the market of buyers and sellers incorporates an expectation that the vehicles are substandard and not readily remediable to a sufficient degree, prices of the subject vehicles will drop. This is known as “excess price depreciation” or “diminished value.”

25. My colleagues and I at The Fontana Group, Inc. have analyzed market pricing behavior for literally millions of used vehicles. This includes the development of econometric models designed to control for factors that affect price for reasons unrelated to alleged excess price depreciation or abnormal diminished value. Indeed, outside factors exist, as do idiosyncratic and anecdotal effects that can influence vehicle pricing. The key is to take those factors into account in order to isolate effects, or a lack thereof, from market responses to alleged price defects.
26. In general, individual vehicle prices can be observed through auction data and through individual information services that provide point-of-sale data. Pricing levels are more readily available. Some noted providers of pricing levels in Canada include VMR International (“VMR”) and Canadian Black Book (“CBB”). Data from information providers are generally reported at average levels and are grouped based on valuation category, which is a function of age and mileage. Class Counsel secured pricing level data from VMR in this matter.

27. It is possible to evaluate price levels through either individual prices or through pricing levels and to do so using accepted econometric techniques, such as regression analysis. To the extent that analysis of either set of pricing data (individual or level) suggests the presence of excess price depreciation or abnormal diminished value, the interpretation of that finding would be that the best estimate of the effect observed is that either consumers who sold during a time period experienced an estimated diminishment at disposal of some amount, or that the market discounted those vehicles by some amount during a certain time period.
28. The advantage of using regression analysis is that it must take into account variance in pricing of both subject vehicles and competing vehicles, variance in pricing related to external factors like interest rates, fuel prices, availability or retail credit, etc., and potentially unusual behavior of markets themselves. It is only when detectable patterns in the data sufficiently outweigh the variance, contradictory evidence, and inconsistent market behavior that a statistically significant result arises.
29. While I do not currently have full data and discovery materials, one general model I would expect to explore, if requested by counsel, would be a relative depreciation model, which might also be classified as a difference in differences model. This model is effective for evaluation of potential excess depreciation or diminished value because it evaluates the relative prices of competing models and the factors that affect those relative prices during normal conditions, and then evaluates those relative prices during times that those relative prices are hypothesized to have changed (or not changed) after market awareness of the alleged defect might be incorporated into resale pricing levels. By

comparing relative price levels across consistent groups of vehicles over time, this inherently guards against many potentially distorting factors in the market.

30. From data currently available, it is not clear that consumers have fully incorporated judgment about the ultimate performance and dispositions of the subject vehicles. It is my understanding that many owners continue to take their vehicles back to Ford dealerships for repairs, and that Ford has not admitted that the subject vehicles cannot be fully remedied (if this is actually the case). Consequently, it is possible that the ultimate market response to the alleged defect is not fully mature.
31. Some anecdotal evidence does exist that the subject vehicles have depreciated faster than other Ford vehicles. The charts in Exhibit “D” show year-over-year price average price depreciation for the wholesale values of Ford Fiesta vehicles (2011-2014), Focus vehicles (2012-2014) and other Ford vehicles. Both the Fiesta and the Focus tend to depreciate faster than other Ford vehicles (cars and cars and light trucks). However, the relative rate of depreciation is increasingly negative, in particular for the Fiesta, beginning in 2016. The pattern is less pronounced for the Focus.
32. These data are calculated from VMR data showing base values for automatic transmission vehicles. VMR accounts for options, such as manual transmission, through line-item adjustments. It is possible that some blended pricing of manual transmission and automatic transmission vehicles occurs, which would tend to understate the appearance of any excess depreciation that does exist.
33. If full data became available, and the Claims are proven to be true, it would be possible to assess the anecdotal evidence of more rapid price depreciation of the subject vehicles

through econometric techniques described earlier in this document. Examples of additional work might include analysis of broader economic conditions, acquisition of more detailed market pricing data, specification of various regression analyses, and statistical testing of any higher price depreciation that might be observed. This would control for effects on price from factors unrelated to the claims.

Method 3: Buyback compensation

34. In the event that the Claims are proven to be true, and that a competent finding occurs that the vehicles are permanently defective and not sufficiently remediable, one remedy would be to compensate consumers through an offer to buy back subject vehicles. Highly publicized buybacks have been negotiated recently in both the United States and Canada in connection with the Volkswagen Diesel Emissions matter. It is my opinion that a feasible method exists for calculating compensation necessary for a buyback of subject vehicles.
35. A buyback could have as a reference point various pricing levels, including the estimated retail replacement cost of comparable vehicles, the retail value of subject vehicles, the retail value of subject vehicles at a certain date, replacement vehicle cost adjusted for incremental sale and acquisition costs, or some pricing level that might have existed but for any observed excess price depreciation or diminished value. Methods exist to calculate any of these pricing levels. Pricing resources in Canada can account for vehicle characteristics, such as those identified earlier as being conveyed by the VIN, mileage levels, province of sale and/or replacement, tax rates, and registration costs. This type of work has been undertaken in the VW Diesel Emissions matter.

36. Examples of the types of buyback amounts that would be available are wholesale or retail prices of the subject vehicles as of a certain date (option, mileage, and province adjusted), prices tied to original MSRP but adjusted for depreciation rates of competing models or the subject vehicles, and retail replacement cost as of a certain date (option, mileage, and province adjusted). Assuming the Claims to be true and full discovery available, the buyback compensation levels could be customized to accommodate factual findings and legal directives.

Comments on Mr. Scott Davidson's Affidavit:

37. Class Counsel requested that I review the Affidavit of Mr. Scott Davidson, who submitted his work in a similar proceeding in Saskatchewan. Mr. Davidson concludes that no excess price depreciation or abnormal diminished value has occurred to date. He also finds that variation in vehicles, purchasers, and market conditions impair, if not frustrate, evaluation of any excess price depreciation that might have occurred.
38. As an initial matter, in the event that Ford asserts that the vehicles are still remediable, and they are proven not to be, this could delay the maturation of the market's response to the alleged vehicle defects. Thus, it is premature to rule out injury to the class from excess price depreciation or abnormal diminished value. However, I do not agree that Mr. Davidson's work empirically rules out the possibility that excess price depreciation has occurred.
39. Mr. Davidson's lease residual analysis does not take into account the very market factors that Mr. Davidson suggests would affect market prices. Furthermore, lease vehicles liquidated by Ford may have some assumed conditional advantages versus the retail fleet

of vehicles as a whole, as lease vehicles tend to have lower mileage and be subject to rather strict return conditions. However, if I understand Mr. Davidson's lease residual data correctly, he is evaluating forecast wholesale values of vehicles rather than actual observed resale values. Moreover, Charts 1C and 1D of Mr. Davidson's Exhibit "D" indicate forecasts of sharp declines of 2014 and 2015 model year Focus vehicles, which is different from the patterns observed in prior model years' Focus vehicles. These forecasts, presumably, would be relatively more informed of the alleged defect in the subject vehicles.

40. A similar pattern, although less striking exists for the 2014 and 2015 Fiesta vehicles. These appear in Charts 2D and 2E. Mr. Davidson identifies this and the prior (Focus) results but considers them anomalous. Given the nature of the data source (forward-looking) and the fact that the 2014 and 2015 model year forecasts would have more recent information available, the results that Mr. Davidson considers "anomalous" are, at the very least, not inconsistent with Plaintiffs allegations and cannot be soundly dismissed.
41. Early portions of this document discuss the presence of pricing variation, buyer variation, external factors, and other changing market conditions. I agree that these factors would require consideration in the event that full discovery were available and a full analysis became necessary. However, there are established techniques for dealing with these factors, and it is unsound to assert without testing that these factors would prevent analysis of damages suffered by the class without individual inquiry.

42. Mr. Davidson asserts that the purported absence of auction data, through CBB's restriction on its use in litigation is a severe, or even firm, impediment upon an excess depreciation or diminished value analysis. However, his Affidavit opines about the non-existence of excess depreciation or diminished value without auction data. Furthermore, while Class Counsel faced some struggles in acquiring data for this project, the VMR data acquired provide recognized and detailed data that are suitable for analysis. While the data are not at the detail level of auction data, they can be interpreted to inform about the value of consumers' vehicles on an overall market-wide basis.

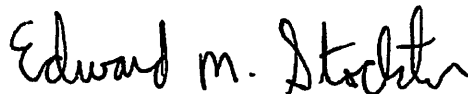
VI. CONCLUSION

43. In the event that Claims are found to be true, and discovery is available, methods exist for calculating some or all economic harm suffered by class members without the benefit of individual inquiry. It is possible to form class-wide estimates of the economic loss associated with reduced use of subject vehicles. Data would be available to do so. It would be possible to estimate with sound statistical techniques whether excess depreciation or abnormal diminished value of class vehicles has occurred. Furthermore, it would be feasible to develop a matrix that would set compensation levels for a buyback where such a matrix conformed to the factual findings of the case. Finally, I do not agree that Mr. Davidson has ruled out the presence of excess price depreciation. To the extent that Mr. Davidson believes that individualized factors and market conditions substantially impair the calculation of class-wide damages absent an individual inquiry, I do not agree.
44. I make this affidavit in support of certification and for no other or improper purpose.

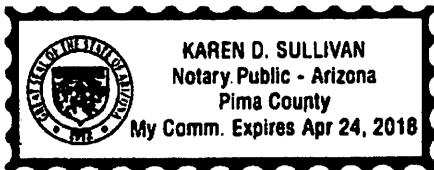
SWORN before me at the City of
Tucson, Arizona, in the County of
Pima, this 7th day of April, 2017.



A Commissioner for taking affidavits
or Notary Public.



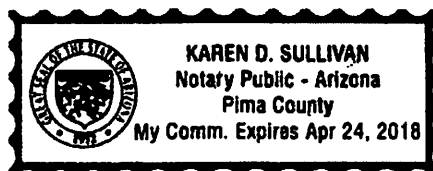
Edward Stockton



This is Exhibit "A" referred to in the
Affidavit of Ted Stockton
sworn before me, this 7th day of April, 2017.



Commissioner for Taking Affidavits



Court File No. CV-15-539855-00-CP

**ONTARIO
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Plaintiffs

- and -

**FORD MOTOR COMPANY and
FORD MOTOR COMPANY OF CANADA, LIMITED**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ACKNOWLEDGMENT OF EXPERT'S DUTY

1. My name is Edward M. Stockton. I live in the City of Tucson, in the State of Arizona.
2. I have been engaged by or on behalf of the Plaintiff, to provide evidence in relation to the above-noted court proceeding.
3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:
 - a. to provide opinion evidence that is fair, objective and non-partisan;
 - b. to provide opinion evidence that is related only to matters that are within my area of expertise;
and
 - c. to provide such additional assistance as the court may reasonably require, to determine a matter in issue.
4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

Date

9-7-17

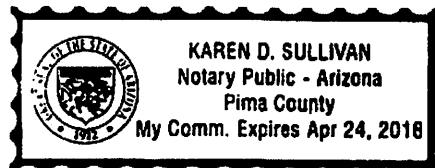
Edward M. Stockton

Signature

This is Exhibit "B" referred to in the
Affidavit of Ted Stockton
sworn before me, this 7th day of April, 2017.



Commissioner for Taking Affidavits



EDWARD M. STOCKTON

EDUCATION

University of Arizona, Tucson, AZ

M.S., Agriculture and Resource Economics (Applied Econometrics), 2010.

Western Michigan University, Kalamazoo, MI

B.A., Economics, 1998

POSITIONS

The Fontana Group, Inc., Tucson, Arizona

Vice President Economics Services: 2012 - present

Director of Economics Services: 2011 - 2012

Case Manager: 2005 - 2011

Senior Analyst: 2000 - 2005

Analyst: 1998 - 1999

Old Ina Corporation Tucson, AZ

Supervisor, Analyst, Manager: 1995 - 1998

RESEARCH AND CONSULTING EXPERIENCE

Mr. Stockton manages the analysis of documents, data and markets in the retail automobile industry and other industries. He has provided consultation to automobile dealers and attorneys in numerous areas including:

- Retail automobile franchising, economics and marketing
- Allocation of new vehicles during shortages
- Franchise terminations
- Franchise additions and relocations
- Analysis of manufacturer customer satisfaction measurement programs
- Customer satisfaction measurement
- Sales and profitability forecasts
- Financial analysis
- Statistical and econometric analyses
- Consumer credit
- Economic theory

REPRESENTATIVE CLIENT ASSIGNMENTS

Yogesh Kalra v Mercedes-Benz Canada Inc., Daimler AG, Mercedes-Benz USA LLC and Mercedes-Benz Financial Services Canada Corporation, Toronto, ON, Canada, 2017-.
Provided cross-examination (deposition) testimony.

Lake Forest Sports Cars, LTD v Aston Martin Lagonda of North America, Inc., Chicago, IL, 2017-.
Provided deposition testimony.

Northwest Hills Chrysler Jeep, LLC; Gengras Chrysler Dodge Jeep, LLC; Crowley Jeep Dodge, Inc.; Papa's Dodge, Inc. v. FCA US, LLC and Mitchell Dodge, Inc., Canton, CT, 2016-.
Provided deposition testimony.

John Deere Construction & Forestry Company v Rudd Equipment Company, Inc., Houston, TX, 2015-.
Provided hearing testimony.

Ball Automotive Group d/b/a Ball Kia, v. Kia Motors America, Inc., San Diego, CA, 2015-.

GB Auto Corporation d/b/a Frisco Kia, v. Corinth Automotive Plano, d/b/a Central Kia of Plano, Kia Motors America, Inc. Intervenor, Dallas, TX, 2015-.
Provided deposition testimony.

Walter Timmons Enterprises, Inc., d/b/a Timmons Subaru v. Subaru of America, Inc., Long Beach, CA, 2016-.

Motor Werks Partners, LP, v. General Motors, LLC, Chicago, IL, 2015-.
Provided deposition testimony.

Jeff Looper et al., v. FCA US LLC, f/k/a Chrysler Group, LLC, et al., California and Texas, 2015-.
Provided deposition testimony.

In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation, San Francisco, CA, 2015-.

Dependable Dodge, Inc. v. Fiat Chrysler Automobiles, Inc., Canoga Park, CA, 2015-.
Provided deposition and hearing testimony.

Wayzata Nissan, LLC v. Nissan North America, Inc., et al., Wayzata, MN, 2015-.
Provided pre-filed trial testimony.

Glick Nissan, Inc. v. Nissan North America, Inc., Westborough, MA, 2015-.

Northwest Hills Chrysler Jeep, LLC; Gengras Chrysler Dodge Jeep, LLC; Crowley Jeep Dodge, Inc.; Papa's Dodge, Inc. v. FCA US, LLC and Mitchell Dodge, Inc., Canton, CT, 2015-2016.

Ball Automotive Group dba Ball Kia v. Kia Motors America, San Diego, CA 2015-.

Volvo Construction Equipment North America, LLC v. Clyde/West, Inc., Spokane, WA, 2015.

General Motors, LLC v. Hall Chevrolet LLC dba Hall Chevrolet, Virginia Beach, VA, 2015-.

Long Beach Motors, Inc. dba Long Beach Honda v American Honda Motor Co., Inc., Long Beach, CA, 2015.

Tom Matson Dodge Inc. v. FCA US LLC., Seattle, WA, 2015.

Ferrri of Atlanta, Atlanta, GA 2015.

Grossinger Autoplex, Inc. v. General Motors, LLC, Chicago, IL, 2015-.
Provided deposition and hearing testimony.

Mathew Enterprise, Inc. v. Chrysler Group LLC, San Jose, CA, 2015-.
Provided deposition and trial testimony.

Navistar v. New Baltimore Garage, Warrenton, VA, 2015-.
Provided hearing testimony.

Mathew Enterprise, Inc., a California Corporation, and Mathew Zaheri, an individual v. Chrysler Group, LLC, a Delaware Liability Company; Chrysler Group Realty Company, LLC, a Delaware Limited Liability Company, and DOES 1-40, San Jose, CA 2015-.
Provided trial and deposition testimony.

CNH America, LLC n/k/a CNH Industrial America, LLC v. Quinlan's Equipment, Inc., Racine, WI, 2014-.
Provided deposition testimony.

Grayson Hyundai, LLC and Twin City Hyundai, Inc., v. Hyundai Motor America, Knoxville, TN, 2014-.
Provided deposition testimony.

TrueCar, Inc. v. Sonic Automotive, Inc., and Sonic Divisional Operations, LLC, Los Angeles, CA, 2015-.
Provided deposition testimony.

TECC, Complainant v. GM Respondent before the California New Motor Vehicle Board, Oakland, CA, 2014-15.

US District Court Southern District of NY in re General Motors LLC Ignition Switch Litigation, NY, NY, 2014-.

Feldter, LLC, d/b/a Tennyson Chevrolet v. Keith Lang, Lang Auto Sales, Inc., Gordon Chevrolet, Inc., Stewart Management Group, Inc., Scott Rama, Susan Ianni, and Mike Meszaros, and Gordon Chevrolet, Inc. & Stewart Management Group, Inc. Detroit, MI, 2014-2016.

Canadian Toyota Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation, 2014-.

Jim Hardman, Buick GMC, Gainsville, GA, 2014-.

Bates Nissan, Inc., v. Nissan North America Inc., SOAH, October 2014 -.
Provided deposition and hearing testimony.

Recovery Racing, LLC d/b/a Maserati of Fort Lauderdale v. Maserati North America, Inc., and Rick Case Weston, LLC, d/b/a Rick Case Maserati, Ft. Lauderdale, FL, 2014-.
Provided hearing testimony.

Sweeten Truck Center, L.C. v. Volvo Trucks North America, a Division of Volvo Group North America, LLC, Before the Texas Department of Motor Vehicles Motor Vehicle Division, Austin, TX, 2014-.
Provided deposition and hearing testimony.

Beck Chevrolet Co, Inc. v. General Motors LLC, New York, NY 2014-.
Provided trial testimony.

BSAG Inc., and Bob Stallings Nissan of Baytown, Inc. v. Baytown Nissan, Inc., Burklein Family Limited Partnership, Nissan North America, Inc., and Frederick W. Burklein, Harris County, TX 2014-.
Provided deposition testimony.

Richard C.B. Juca v. Larry H. Miller Corporation, Peoria, AZ, 2014.

General Motors, LLC v. Leep Chev, LLC, d/b/a Lujack's Chevrolet, Scott County, IA. 2014-.
Provided deposition testimony.

Bates Nissan, Inc. v. Nissan North America, Inc., Houston, TX, 2014-.

Century Motors Corporation v. Chrysler Group, LLC et al., Wentzville, MO 2014-.
Provided deposition and trial testimony.

Keyes European, LLC v. Encino Mercedes, LLC, Steve Zubieta, David Floodquist, Shimon Broshinsky and Does 1-20, Los Angeles, CA, 2014.

Ohio Auto Dealers Association, 2014.

Transteck, Inc. d/b/a Freightliner of Harrisburg v. Daimler Trucks North America, LLC (Freightliner Trucks Division), Harrisburg, PA, 2014-.

Butler Toyota et al v. Toyota Motor Sales, Indianapolis, IN, 2014.

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Provided deposition and hearing testimony.

Majid Salim v. Henry Khachaturian aka Hank Torian, Torian Holdings, Fremont Automobile Dealership, LLC., and Does 1-20, Alameda County, CA, 2013-.

Provided deposition and trial testimony.

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Provided deposition testimony.

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Bob Wade Autoworld v. Ford Motor Company, Harrisonburg, VA, 2011-.

Provided hearing testimony.

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Provided deposition testimony.

Midcon Compression L.L.C. v. Loving County Appraisal District, Loving County, TX, 2013-.

Provided deposition testimony.

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Provided hearing testimony before Business and Industry Committee in Texas H.O.R.

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Provided deposition and hearing testimony.

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New Country Automotive Group, Saratoga Springs, NY, 2013-.

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Arent Fox, LLP, 2012.

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Provided deposition testimony.

Dulles Motorcars, Inc. d/b/a Dulles Subaru v. Subaru of America, Leesburg, VA, 2012-.

Provided hearing testimony.

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Provided trial testimony.

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Provided deposition testimony and hearing testimony.

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Provided deposition and hearing testimony.

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 Provided deposition and hearing testimony.

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 Provided deposition testimony.

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PH Automotive Holding Corporation, d/b/a Pacific Honda, Cush Automotive Group, d/b/a Cush Honda San Diego, Tipton Enterprises, Inc., d/b/a Tipton Honda, Ball Automotive Group, d/b/a Ball Honda v. American Honda Motor Co., Inc., San Diego, CA, 2005-2007.

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Sonic Automotive, Inc. v. Rene R. Isip, Jr.; RRIJR Auto Group, Ltd., d/b/a Rene Isip Toyota of Lewisville, and John Eagle, Lewisville, TX, 2005.

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Maple Shade Motor Corporation v. Kia Motors America, Inc., Turnersville, NJ, 2004-2006.

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Perez Investments, Inc. d/b/a Rick Perez Autonet v. DaimlerChrysler Financial, L.L.C. d/b/a Chrysler Financial, L.L.C.; DaimlerChrysler Motors Corporation, Austin, TX, 2004.

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Suzuki Motor Corporation Japan v. Consumers Union of United States, Inc., Orange County, CA, 1999.

Arata Motor Sales v. American Honda Motor Co., et al., Burlingame, CA, 1999.

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Dispatch Management Services Corp., in Aero Special Delivery, Inc. v. United States of America, San Francisco, CA, 1999-2003 (est).

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"Understanding Sales Performance Measurements: How Average Became the New Minimum," Dealer Law Review, Issue 14.3, Winter 2014, pp. 1-2.

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"Navigating the Post-Slump Environment," presentation to Chief Financial Officers Group, Palm Springs, CA, April 2012.

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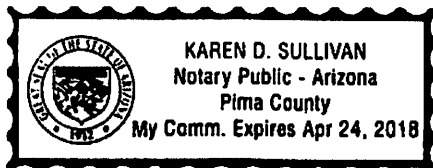
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This is Exhibit "C" referred to in the
Affidavit of Ted Stockton
sworn before me, this 7th day of April, 2017.

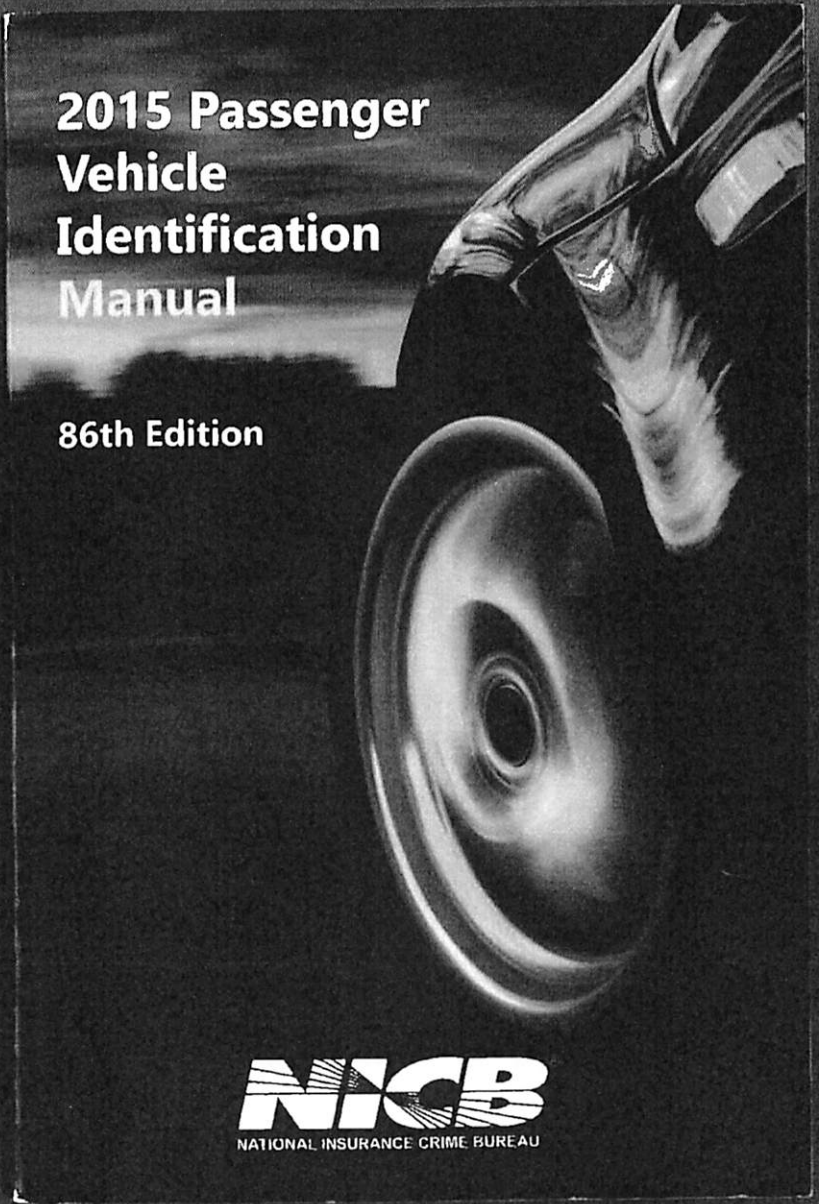


Commissioner for Taking Affidavits



2015 Passenger Vehicle Identification Manual

86th Edition



VEHICLE IDENTIFICATION NUMBER STANDARDIZATION

Beginning with the 1981 model year, the National Highway Traffic Safety Administration (NHTSA), Department of Transportation, required manufacturers to assign a 17-character Vehicle Identification Number (VIN) for over-the-road vehicles sold in the United States.

This standard establishes a fixed VIN format including a check digit and applies to all passenger cars, multi-purpose passenger vehicles, trucks, buses, trailers, incomplete vehicles and motorcycles. This manual covers VINs for high volume manufacturers. For VIN standardization information for low volume manufacturers please visit NHTSA's website: www.nhtsa.gov.

The first section consists of three characters that occupy positions one through three (1-3) of the VIN and are designated as the Manufacturer Identifier. The Manufacturer Identifier uniquely identifies the Manufacturer and Type of Vehicle.

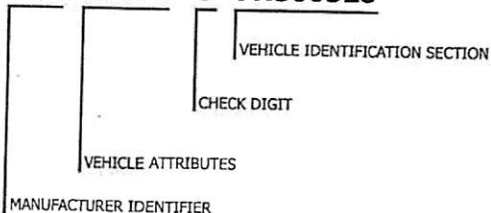
The second section has five characters which occupy positions four through eight (4-8) and are designated the Vehicle Attributes Section. This section uniquely identifies the attributes of the vehicle such as Make, Model, Body Style, Engine, etc.

The third section consists of one character, which occupies position nine (9) and is called the check digit. After all other characters in the VIN have been determined by the manufacturer, the check digit is calculated by carrying out the mathematical computation specified by NHTSA.

The fourth section of the VIN is located after the check digit. It is eight characters in length and is called the Vehicle Identification Section and occupies positions ten through seventeen (10-17). The tenth character represents the vehicle model year; the eleventh character represents the plant of manufacture; and the last six characters represent the sequential production number.

Sample VIN

1C3 CCCFB 3 FN500328



SUPPLEMENTAL IDENTIFICATION FEDERAL MOTOR VEHICLE SAFETY CERTIFICATION LABEL

Since 1970, the U.S. Government has required motor vehicle manufacturers to display a **Safety Certification Label** on all motor vehicles distributed in the United States. Among the data required on the certification label is the date of assembly and the **Vehicle Identification Number**. Shape and size of the labels, as well as the materials from which they are constructed, will vary among manufacturers. More common among domestic manufacturers is a paper label covered with a clear mylar type plastic. The label is bonded to the vehicle with a mastic compound. Construction is such that the label should destruct if removal is attempted. Some foreign manufacturers construct the certifying label out of thin metal and attach it with rivets. In either case, security against removal and replacement is not absolute. **The Vehicle Identification Number displayed on the certification label should serve as supporting identification evidence only and should not stand alone as positive vehicle identification.**

VEHICLE MODEL YEAR

1980. A	1990. L	2000. Y
1981. B	1991. M	2001. 1
1982. C	1992. N	2002. 2
1983. D	1993. P	2003. 3
1984. E	1994. R	2004. 4
1985. F	1995. S	2005. 5
1986. G	1996. T	2006. 6
1987. H	1997. V	2007. 7
1988. J	1998. W	2008. 8
1989. K	1999. X	2009. 9

49CFR, Part 565

Docket NHTSA 2008-0022

Beginning with the 2010 Model Year, the year designators used in position 10 of the VIN will begin to repeat.

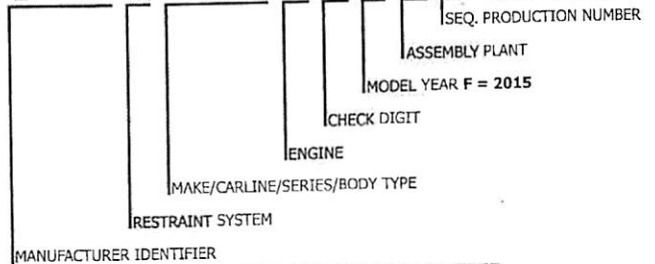
2010. A	2020. L	2030. Y
2011. B	2021. M	2031. 1
2012. C	2022. N	2032. 2
2013. D	2023. P	2033. 3
2014. E	2024. R	2034. 4
2015. F	2025. S	2035. 5
2016. G	2026. T	2036. 6
2017. H	2027. V	2037. 7
2018. J	2028. W	2038. 8
2019. K	2029. X	2039. 9

FORD

NCIC CODE: FORD

VIN STRUCTURE

(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)
1 F A 6 P 8 A M 9 F 5 2 9 9 0 9 1



MANUFACTURER IDENTIFIER

VIN pos. 1, 2 & 3		2015	2014
Ford Motor Co.	Passenger Car	1FA	1FA
Auto Alliance International	Passenger Car	1ZV	1ZV
Ford Motor Co., Mexico	Passenger Car	3FA	3FA

RESTRAINT SYSTEM

VIN pos. 4		2015	2014
Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)		-	B
Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row) & Drvr Knee AB		D	D
Manual Belts w/ Drvr & Pass Frt AB		F	F
Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)		H	H
Manual Belts w/ Drvr & Pass Frt AB & Drvr & Pass Knee AB		T	-
Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraints (1st & 2nd row) & Drvr & Pass Knee AB		6	6

MAKE/CARLINE/SERIES/BODY TYPE

VIN pos. 5, 6 & 7		2015	2014
FORD			
C-Max			
Compact FHEV SE	5 Dr MAV	-	P5A
Compact FHEV SEL	5 Dr MAV	-	P5B
Compact PHEV Premium	5 Dr MAV	-	P5C
SE FHEV	5 Dr Hatchback	P5A	-
SEL FHEV	5 Dr Hatchback	P5B	-
Premium SEL PHEV	5 Dr Hatchback	P5C	-

MAKE/CARLINE/SERIES/BODY TYPE (cont.)			2015	2014
VIN pos. 5, 6 & 7				
FORD				
Fiesta				
S	4 Dr Sedan		P4A	P4A
SE	4 Dr Sedan		P4B	P4B
Titanium	4 Dr Sedan		P4C	P4C
SE	5 Dr Hatchback		P4E	P4E
Titanium	5 Dr Hatchback		P4F	P4F
ST	5 Dr Hatchback		P4G	P4G
S	5 Dr Hatchback		P4T	P4T
Focus				
S	4 Dr Sedan		P3E	P3E
SE	4 Dr Sedan		P3F	P3F
Titanium	4 Dr Sedan		P3J	P3J
SE	5 Dr Hatchback		P3K	P3K
ST	5 Dr Hatchback		P3L	P3L
Titanium	5 Dr Hatchback		P3N	P3N
BEV	5 Dr Hatchback		P3R	P3R
Fusion				
Titanium	4 Dr Sedan	AWD	P0D	P0D
S	4 Dr Sedan		P0G	P0G
SE	4 Dr Sedan	FWD	P0H	P0H
Titanium	4 Dr Sedan	FWD	P0K	P0K
SE Hybrid	4 Dr Sedan		P0L	P0L
SE PHEV	4 Dr Sedan		P0P	P0P
Titanium HEV	4 Dr Sedan		P0R	P0R
Titanium PHEV	4 Dr Sedan		P0S	P0S
SE	4 Dr Sedan	AWD	P0T	P0T
S Hybrid	4 Dr Sedan		P0U	P0U
Mustang				
Shelby Convertible	2 Dr Sedan		-	P8K
Shelby Coupe	2 Dr Sedan		-	P8J
V6 Coupe	2 Dr Sedan		P8A	P8A
GT Coupe	2 Dr Sedan		P8C	P8C
V6 Convertible	2 Dr Sedan		P8E	P8E
GT Convertible	2 Dr Sedan		P8F	P8F
50 Year Ann Coupe	2 Dr Sedan		P8R	-
I4 Coupe	2 Dr Sedan		P8T	-
I4 Convertible	2 Dr Sedan		P8U	-
50 Year Ann Convertible	2 Dr Sedan		P8V	-
Taurus				
SE	4 Dr Sedan	FWD	P2D	P2D
SEL	4 Dr Sedan	FWD	P2E	P2E
Limited	4 Dr Sedan	FWD	P2F	P2F
SEL	4 Dr Sedan	AWD	P2H	P2H
Limited	4 Dr Sedan	AWD	P2J	P2J
SHO	4 Dr Sedan	AWD	P2K	P2K
Police	4 Dr Sedan	FWD	P2L	P2L
Police	4 Dr Sedan	AWD	P2M	P2M

ENGINE

VIN pos. 8	2015	2014
Electric	4	4
1.0L GTDI I3	E	-
1.5L I4	D	D
1.6L GTDI I4	X	X
1.6L GTDI I4	-	R
1.6L I4	R	-
1.6L Ti-VCT I4	J	J
2.0L ATK IVCT HEV I4/2.0L 4V ATK HEV I4 Gas/Electric	U	U
2.0L GDI I4	2	2
2.0L GTDI I4	9	9
2.3L 4V I4	H	-
2.5L I4	T	-
2.5L I4	7	7
3.5L GTDI V6	T	T
3.5L Ti-VCT V6	8	8
3.7L Ti-VCT V6	K	K
3.7L 4V V6	M	M
5.0L 4V V8	F	F
5.8L 4V V8	-	Z

ASSEMBLY PLANT

VIN pos. 11	2015	2014
Chicago, IL	G	G
Cuautitlan, Mexico	M	M
Flat Rock, MI	5	5
Hermosillo, Mexico	R	R
Wayne, MI	L	L

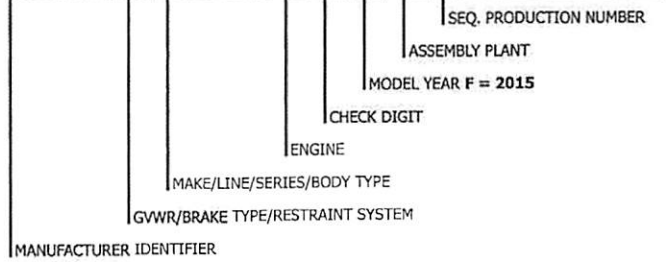
FORD MOTOR COMPANY

(FORD & LINCOLN)

NCIC CODES: FORD & LINC

VIN STRUCTURE

(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)
5 L M T J 2 A H 6 F U J 0 0 1 5 9



MANUFACTURER IDENTIFIER		2015	2014
VIN pos. 1, 2 & 3			
Ford Motor Co.	Inc Vehicle Limo	-	5LD
Ford Motor Co. of Europe	TK	NM0	NM0
Ford Motor Co.	Bus	1FB	1FB
Ford Motor Co.	Basic (Stripped) Chassis	1FC	1FC
Ford Motor Co.	Inc Vehicle	1FD	1FD
Ford Motor Co.	MPV	1FM	1FM
Ford Motor Co.	TK	1FT	1FT
Ford Motor Co. of Canada Ltd	MPV	2FM	2FM
Ford Motor Co. of Canada Ltd	Inc Vehicle	2LJ	2LJ
Ford Motor Co. of Canada Ltd	MPV	2LM	2LM
Ford Motor Co. of Canada Ltd	Inc Vehicle Limo	2L1	2L1
Ford Motor Co.	MPV	5LM	5LM

GVWR/BRAKE TYPE/RESTRAINT SYSTEM		2015	2014
VIN pos. 4			
Hydraulic w/ Active Belts w/ Drvr & Pass Frt AB Only	14,001 - 16,000	-	F
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	8,001 - 8,500	-	P
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	8,001 - 8,500	-	V
Hydraulic Manual Belts w/ Drvr & Pass Frt AB, Side Inflatable Restraint (1st, 2nd & 3rd row) & Drvr & Pass Knee AB	6,001 - 7,000	-	5
Hydraulic Manual Belts w/ Drvr Frt AB	5,001 - 6,000	-	8
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	4,001 - 5,000	A	A
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st, 2nd, & 3 row)	9,001 - 10,000	A	-

GVWR/BRAKE TYPE/RESTRAINT SYSTEM (cont.)

VIN pos. 4	2015	2014
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	9,001 - 10,000	B B
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row), Drvr Knee AB	4,001 - 5,000	C C
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row), Drvr Knee AB	4,520 - 4,840	C -
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row), Drvr Knee AB	4,840 - 5,000	C -
Hydraulic Manual Belts w/ Drvr Frt AB Only	8,501 - 9,000	C C
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	5,001 - 6,000	D D
Hydraulic Manual Belts w/ Drvr Frt AB Only	9,001 - 10,000	D D
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	6,001 - 7,000	E E
Hydraulic Manual Belts w/ Drvr Frt AB Only	10,001 - 14,000	E E
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	7,001 - 8,000	F F
Hydraulic w/ Active Belts w/ Drvr Frt AB	14,001 - 16,000	F -
Hydraulic w/ Active Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st, 2nd, & 3rd row)	5,001 - 6,000	G G
Hydraulic w/ Active Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st, 2nd, & 3rd row)	6,001 - 7,000	H H
Hydraulic w/ Active Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st, 2nd, & 3rd row)	7,001 - 8,000	J J
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	4,001 - 5,000	K K
Hydraulic Manual Belts w/ Drvr Frt AB & Side Inflatable (1st row)	8,501 - 9,000	K -
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	5,001 - 6,000	L L
Hydraulic Manual Belts w/ Drvr Frt AB & Side Inflatable (1st row)	9,001 - 10,000	L -
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	6,001 - 7,000	M M
Hydraulic Manual Belts w/ Drvr Frt AB & Side Inflatable (1st row)	10,001 - 14,000	M -
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	7,001 - 8,000	N N
Hydraulic Manual Belts w/ Drvr & Pass Frt AB	8,501 - 9,000	N N
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	5,001 - 6,000	P -
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	10,001 - 14,000	R R
Hydraulic Manual Belts w/ Drvr & Pass Frt AB	9,001 - 10,000	S S
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	5,001 - 6,000	T -
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row), Drvr Knee AB	5,001 - 6,000	T -
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	10,001 - 14,000	V -

GVWR/BRAKE TYPE/RESTRAINT SYSTEM (cont.)

VIN pos. 4		2015	2014
Hydraulic Manual Belts w/ Drvr & Pass Frt AB	10,001 - 14,000	W	W
Hydraulic w/ Active Belts w/ Drvr & Pass Frt AB	14,001 - 16,000	X	X
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st row)	8,501 - 9,000	Y	-
Hydraulic Manual Belts w/ Drvr & Pass Frt AB, Side Inflatable Restraint (1st row) & Side Inflatable Restraint (1st, 2nd & 3rd row)	8,501 - 9,000	Z	-
Hydraulic w/ No Restraints	8,501 - 9,000	1	1
Hydraulic w/ No Restraints	9,001 - 10,000	2	2
Hydraulic w/ No Restraints	10,001 - 14,000	3	3
Hydraulic w/ No Restraints	14,001 - 16,000	4	4
Hydraulic Manual Belts w/ Drvr & Pass Frt AB, Side Inflatable Restraint (1st, 2nd & 3rd row) & Pass Knee AB	6,001 - 7,001	5	-
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	9,001 - 10,000	7	7
Hydraulic Manual Belts w/ Drvr Frt AB & Side Inflatable (1st row)	5,001 - 6,000	8	-
Hydraulic Manual Belts w/ Drvr & Pass Frt AB & Side Inflatable Restraint (1st & 2nd row)	10,001 - 14,000	8	8

Note: Brake System (only) for Buses & Incomplete Vehicles - GVWR as shown are not applicable

MAKE/LINE/SERIES/BODY TYPE

VIN pos. 5, 6 & 7		2015	2014
MPV - FORD			
Edge			
Limited 4 Dr	AWD	-	K4K
Limited 4 Dr	FWD	-	K3K
Sport 4 Dr	FWD	K3A	K3A
SE 4 Dr	FWD	K3G	K3G
SEL 4 Dr	FWD	K3J	K3J
Titanium 4 Dr	FWD	K3K	-
Sport 4 Dr	AWD	K4A	K4A
SE 4 Dr	AWD	K4G	K4G
SEL 4 Dr	AWD	K4J	K4J
Titanium 4 Dr	AWD	K4K	-
Escape			
SEL 4 Dr	4x2	-	U0H
SEL 4 Dr	4x4	-	U9H
S 4 Dr	4x2	U0F	U0F
SE 4 Dr	4x2	U0G	U0G
Titanium 4 Dr	4x2	U0J	U0J
SE 4 Dr	4x4	U9G	U9G
Titanium 4 Dr	4x4	U9J	U9J
Expedition			
EL XL 4 Dr	4x2	K1F	K1F
EL XL 4 Dr	4x4	K1G	K1G
EL XLT/King Ranch 4 Dr	4x2	K1H	K1H

MAKE/LINE/SERIES/BODY TYPE (cont.)

		2015	2014
VIN pos. 5, 6 & 7			
MPV - FORD (cont.)			
Expedition (cont.)			
EL XLT/King Ranch 4 Dr	4x4	K1J	K1J
EL Limited 4 Dr	4x2	K1K	K1K
EL Platinum 4 Dr	4x2	K1L	-
EL Platinum 4 Dr	4x4	K1M	-
EL Limited 4 Dr	4x4	K2A	K2A
XL 4 Dr	4x2	U1F	U1F
XL 4 Dr	4x4	U1G	U1G
XLT/King Ranch 4 Dr	4x2	U1H	U1H
XLT/King Ranch 4 Dr	4x4	U1J	U1J
Limited 4 Dr	4x2	U1K	U1K
Platinum 4 Dr	4x2	U1L	-
Platinum 4 Dr	4x4	U1M	-
Limited 4 Dr	4x4	U2A	U2A
Explorer			
Base 4 Dr		FWD	K7B
XLT 4 Dr		FWD	K7D
Limited 4 Dr		FWD	K7F
Police 4 Dr		4WD	K8A
Base 4 Dr		4WD	K8B
XLT 4 Dr		4WD	K8D
Limited 4 Dr		4WD	K8F
Sport 4 Dr		4WD	K8G
Flex			
SE 4 Dr		FWD	K5B
SEL 4 Dr		FWD	K5C
Limited 4 Dr		FWD	K5D
SEL 4 Dr		AWD	K6C
Limited 4 Dr		AWD	K6D
MPV - LINCOLN			
MKC			
LS 4 Dr	4x2	J1A	-
LS 4 Dr	4x4	J1B	-
LS 4 Dr	4x4	J2A	-
LS 4 Dr	4x2	J3B	-
MKT			
4 Dr		AWD	J5A
4 Dr		FWD	J5F
Town Car Limo 4 Dr		AWD	J5L
Town Car Livery 4 Dr		FWD	J5M
Town Car Livery 4 Dr		AWD	J5N
MKX			
4 Dr		FWD	J6J
4 Dr		AWD	J8J
Navigator			
4 Dr	4x2	J2H	J2H
4 Dr	4x4	J2J	J2J
L 4 Dr	4x2	J3H	J3H

MAKE/LINE/SERIES/BODY TYPE (cont.)			2015	2014
VIN pos. 5, 6 & 7				
MPV - LINCOLN (cont.)				
Navigator (cont.)				
L 4 Dr	4x4		J3J	J3J
F-SERIES PICKUP TRUCKS - FORD				
F150				
Super Crew-Raptor SVT	4x4		-	W1R
Super Cab-Raptor SVT	4x4		-	X1R
Regular Cab	4x2		F1C	F1C
Regular Cab	4x4		F1E	F1E
Super Crew	4x2		W1C	W1C
Super Crew	4x4		W1E	W1E
Super Cab	4x2		X1C	X1C
Super Cab	4x4		X1E	X1E
F250				
Regular Cab	4x2	SRW	F2A	F2A
Regular Cab	4x4	SRW	F2B	F2B
Crew Cab	4x2	SRW	W2A	W2A
Crew Cab	4x4	SRW	W2B	W2B
Super Cab	4x2	SRW	X2A	X2A
Super Cab	4x4	SRW	X2B	X2B
F350				
Regular Cab	4x2	SRW	F3A	F3A
Regular Cab	4x4	SRW	F3B	F3B
Regular Cab	4x2	DRW	F3C	F3C
Regular Cab	4x4	DRW	F3D	F3D
Regular Cab	4x2	SRW	F3E	F3E
Regular Cab	4x4	SRW	F3F	F3F
Regular Cab	4x2	DRW	F3G	F3G
Regular Cab	4x4	DRW	F3H	F3H
Crew Cab	4x2	SRW	W3A	W3A
Crew Cab	4x4	SRW	W3B	W3B
Crew Cab	4x2	DRW	W3C	W3C
Crew Cab	4x4	DRW	W3D	W3D
Crew Cab	4x2	SRW	W3E	W3E
Crew Cab	4x4	SRW	W3F	W3F
Crew Cab	4x2	DRW	W3G	W3G
Crew Cab	4x4	DRW	W3H	W3H
Super Cab	4x2	SRW	X3A	X3A
Super Cab	4x4	SRW	X3B	X3B
Super Cab	4x2	DRW	X3C	X3C
Super Cab	4x4	DRW	X3D	X3D
Super Cab	4x2	SRW	X3E	X3E
Super Cab	4x4	SRW	X3F	X3F
Super Cab	4x2	DRW	X3G	X3G
Super Cab	4x4	DRW	X3H	X3H
FULL-SIZE VANS - FORD				
Econoline				
E150 Van	4x2		-	E1E
E150 Wagon	4x2		-	E1B

MAKE/LINE/SERIES/BODY TYPE (cont.)			
VIN pos. 5, 6 & 7		2015	2014
FULL-SIZE VANS - FORD			
Econoline (cont.)			
E150 Extended Van	4x2	-	S1E
E250 Extended Van	4x2	-	S2E
E250 Van	4x2	-	E2E
E350 Van	4x2	-	E3E
E350 Extended Van	4x2	-	S3E
E350 Wagon	4x2	-	E3B
E350 Extended Wagon	4x2	-	S3B
E350 Cutaway		SRW/DRW	E3F
E350 Stripped Chassis		SRW/DRW	E3K
Transit			
T150 Van		SRW	E1C
T150 Van		SRW	E1D
T150 Van		SRW	E1Y
T150 Van		SRW	E1Z
T150 Van		SRW	E2C
T150 Van		SRW	E2D
T150 Van		SRW	E2Y
T150 Van		SRW	E9Z
T350 HD Van EL		DRW	F4U
T350 HD Van EL		DRW	F4X
T350 HD Cutaway		DRW	F6P
T350 HD Chassis Cab		DRW	F6Z
T350 HD Cutaway		DRW	F8P
T350 HD Chassis Cab		DRW	F8Z
T350 HD Cutaway		DRW	F9P
T350 HD Chassis Cab		DRW	F9Z
T150 Wgn		SRW	K1C
T150 Wgn		SRW	K1Y
T150 Wgn		SRW	K1Z
T250 Van		SRW	R1C
T250 Van		SRW	R1D
T250 Van		SRW	R1Y
T250 Van		SRW	R1Z
T250 Van		SRW	R2C
T250 Van		SRW	R2D
T250 Van		SRW	R2U
T250 Van		SRW	R2X
T250 Van		SRW	R2Y
T250 Van		SRW	R2Z
T250 Van EL		SRW	R3U
T250 Van EL		SRW	R3X
T250 Cutaway		SRW	R5P
T250 Chassis Cab		SRW	R5Z
T250 Cutaway		SRW	R7P
T250 Chassis Cab		SRW	R7Z
T350 HD Van EL		DRW	S4U
T350 HD Van EL		DRW	S4X

MAKE/LINE/SERIES/BODY TYPE (cont.)		2015	2014
VIN pos. 5, 6 & 7			
FULL-SIZE VANS - FORD (cont.)			
Transit (cont.)			
T350 HD Cutaway	DRW	S6P	-
T350 HD Chassis Cab	DRW	S6Z	-
T350 HD Cutaway	DRW	S8P	-
T350 HD Chassis Cab	DRW	S8Z	-
T350 HD Cutaway	DRW	S9P	-
T350 HD Chassis Cab	DRW	S9Z	-
T350 HD Wgn EL	DRW	U4X	-
T350 Van	SRW	W2C	-
T350 Van	SRW	W2D	-
T350 Van	SRW	W2U	-
T350 Van	SRW	W2X	-
T350 Van	SRW	W2Y	-
T350 Van	SRW	W2Z	-
T350 Van EL	SRW	W3U	-
T350 Van EL	SRW	W3X	-
T350 Cutaway	SRW	W7P	-
T350 Chassis Cab	SRW	W7Z	-
T350 Wgn	SRW	X2C	-
T350 Wgn	SRW	X2X	-
T350 Wgn	SRW	X2Y	-
T350 Wgn	SRW	X2Z	-
Transit Connect			
XL SWB Van		E6E	E6E
XLT SWB Van		E6F	E6F
XL SWB Van		E6H	E6H
XLT SWB Van		E6J	E6J
XL LWB Van		E7E	E7E
XLT LWB Van		E7F	E7F
XL LWB Van		E7H	E7H
XLT LWB Van		E7J	E7J
XLT SWB Wagon		E8F	E8F
XL LWB Wagon		E9E	E9E
XLT LWB Wagon		E9F	E9F
Titanium LWB Wagon		E9G	E9G
XL SWB Van		S6E	S6E
XLT SWB Van		S6F	S6F
XL SWB Van		S6H	S6H
XLT SWB Van		S6J	S6J
XL LWB Van		S7E	S7E
XLT LWB Van		S7F	S7F
XL LWB Van		S7H	S7H
XLT LWB Van		S7J	S7J
XL LWB Van		S7P	S7P
XLT LWB Van		S7R	S7R
XLT SWB Wagon		S8F	S8F
XL LWB Wagon		S9E	S9E
XLT LWB Wagon		S9F	S9F

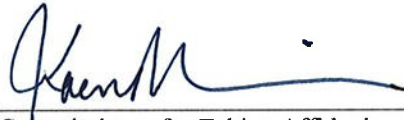
ENGINE

VIN pos. 8	2015	2014
1.6L DI TC I4	X	-
1.6L DI TC Sigma I4 16V	-	X
1.6L GTDI Sigma I4	X	-
1.6L Ti-VCT GTDI I4	-	X
2.0L EcoBoost I4	9	-
2.0L GTDI I4	9	9
2.0L I4	9	-
2.0L Ti-VCT GTDI I4	-	9
2.3L EcoBoost I4	H	-
2.5L DOHC PFI I4	7	7
2.5L Ti-VCT I4	7	7
2.7L GTDI V6	P	-
2.7L 4V V6	P	-
3.2L I5 Dsl	V	-
3.5L EcoBoost V6	G	-
3.5L GTDI V6	G	-
3.5L GTDI V6	T	T
3.5L GTDI V6 FFV/Gas	T	-
3.5L Ti-VCT V6	-	C
3.5L Ti-VCT V6	8	8
3.5L V6	8	-
3.7L V6	K	K
3.7L Ti-VCT V6	-	K
3.7L Ti-VCT V6	R	R
3.7L 4V V6	-	M
3.7L V6	M	-
4.6L V8	-	W
5.0L 4V V8	F	F
5.4L V8	L	L
5.4L 2V V8	-	L
5.4L 3V V8	-	5
6.2L V8	-	6
6.2L 2V EFI V8	-	6
6.7L V8 Dsl	T	T
6.8L V10	S	S

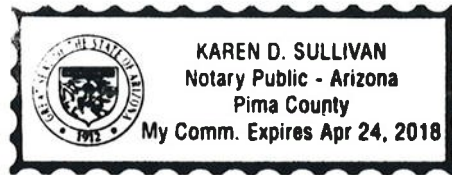
ASSEMBLY PLANT

VIN pos. 11	2015	2014
Avon Lake, OH	D	D
Chicago, IL	G	G
Claycomo, MO	K	K
Dearborn, MI	F	F
Louisville, KY	E,U	E,U
Oakville, Ontario, Canada	B	B
Valencia, Spain	1	1

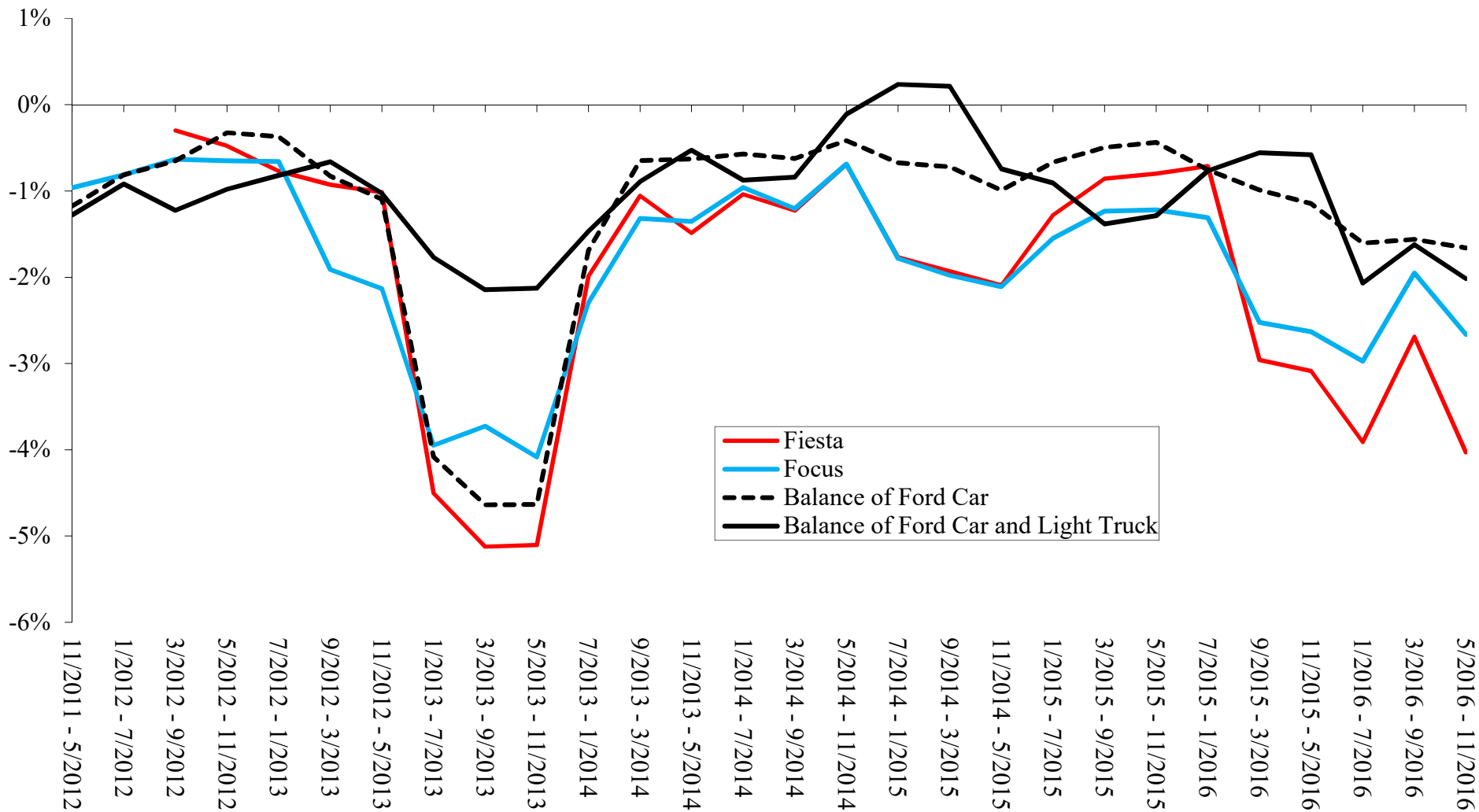
This is Exhibit "D" referred to in the
Affidavit of Ted Stockton
sworn before me, this 7th day of April, 2017.



Commissioner for Taking Affidavits

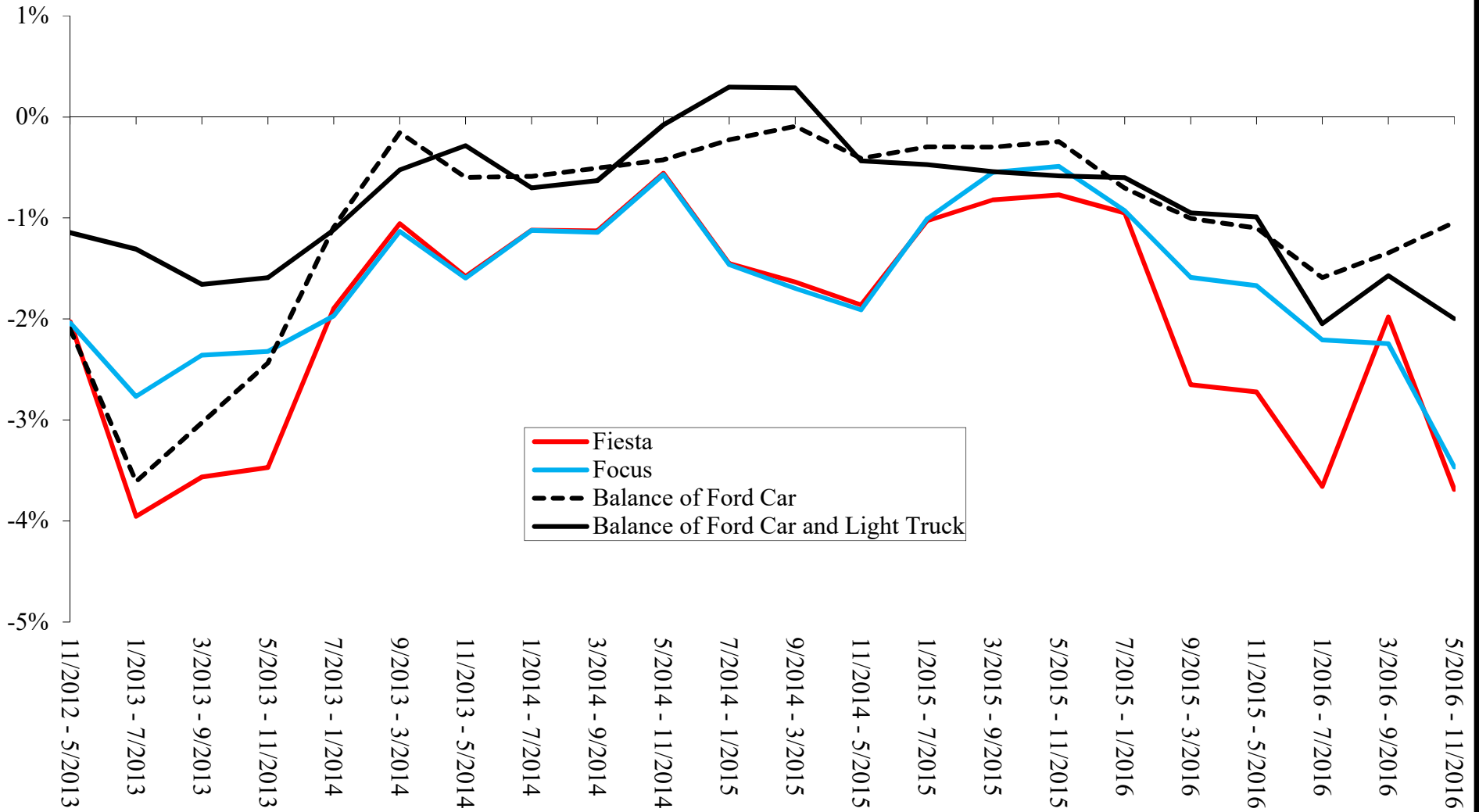


**2011 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2011 - 11/2016 Rolling 6 Months**



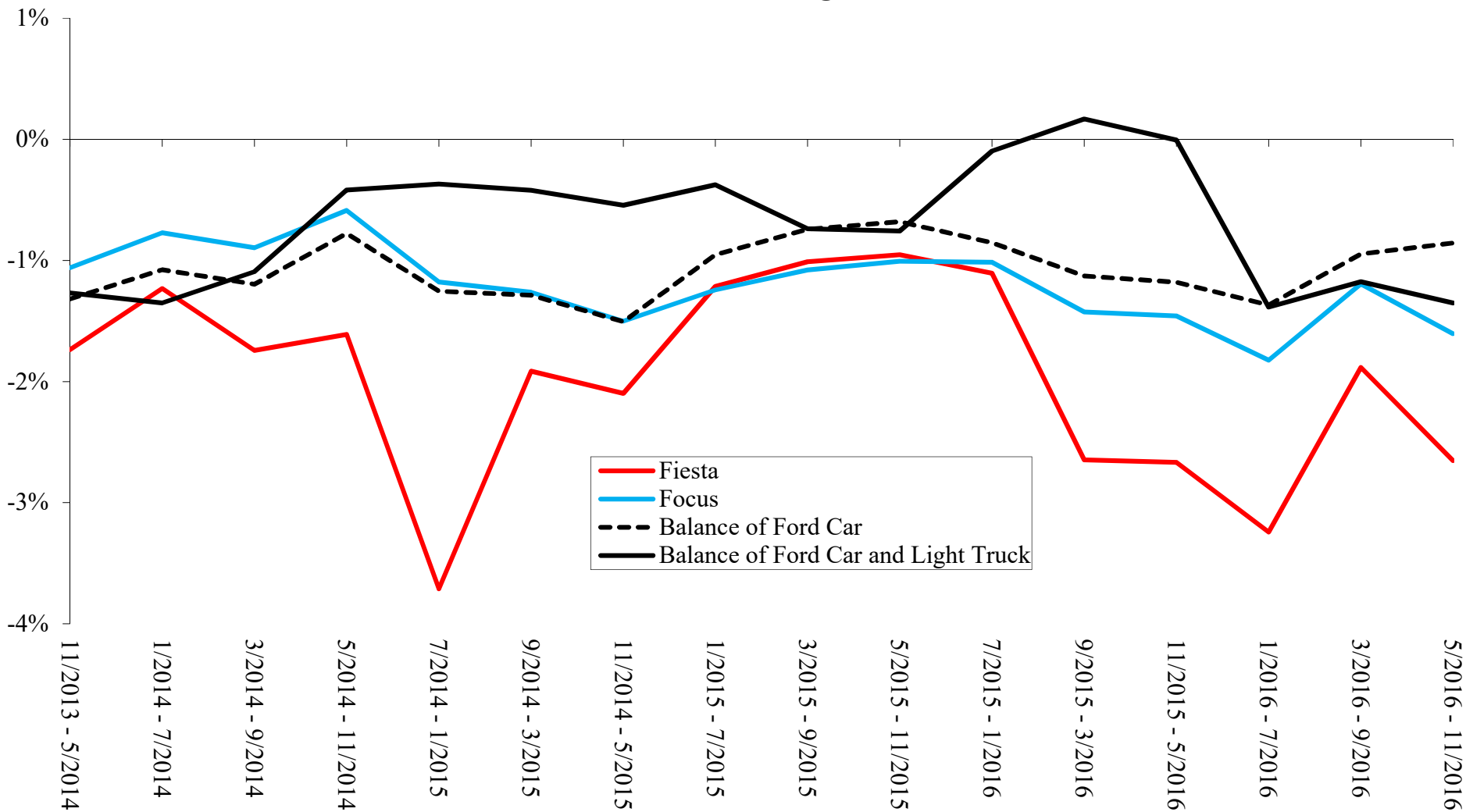
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2011 - 11/2016.

**2012 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2012 - 11/2016 Rolling 6 Months**



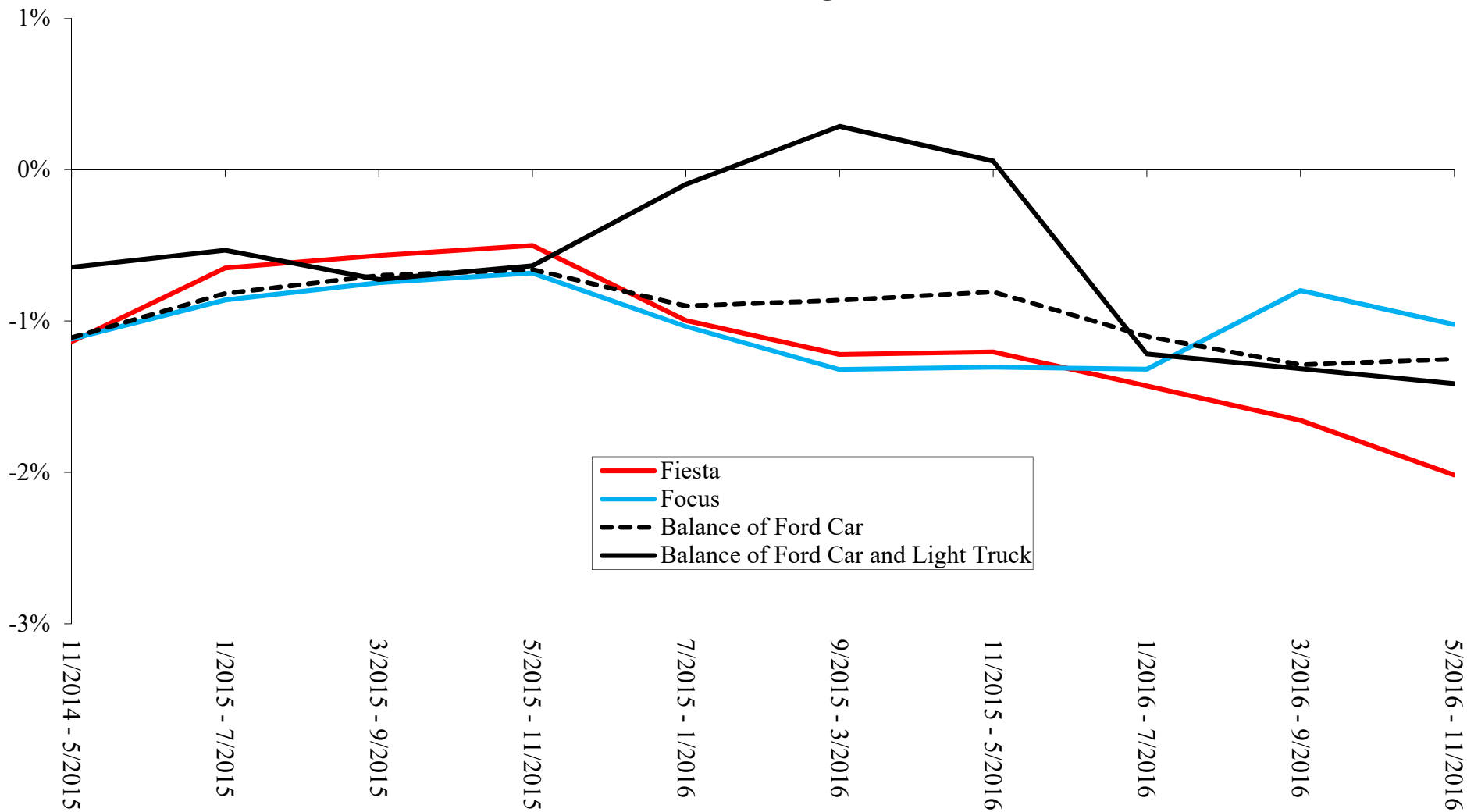
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2012 - 11/2016.

**2013 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2013 - 11/2016 Rolling 6 Months**



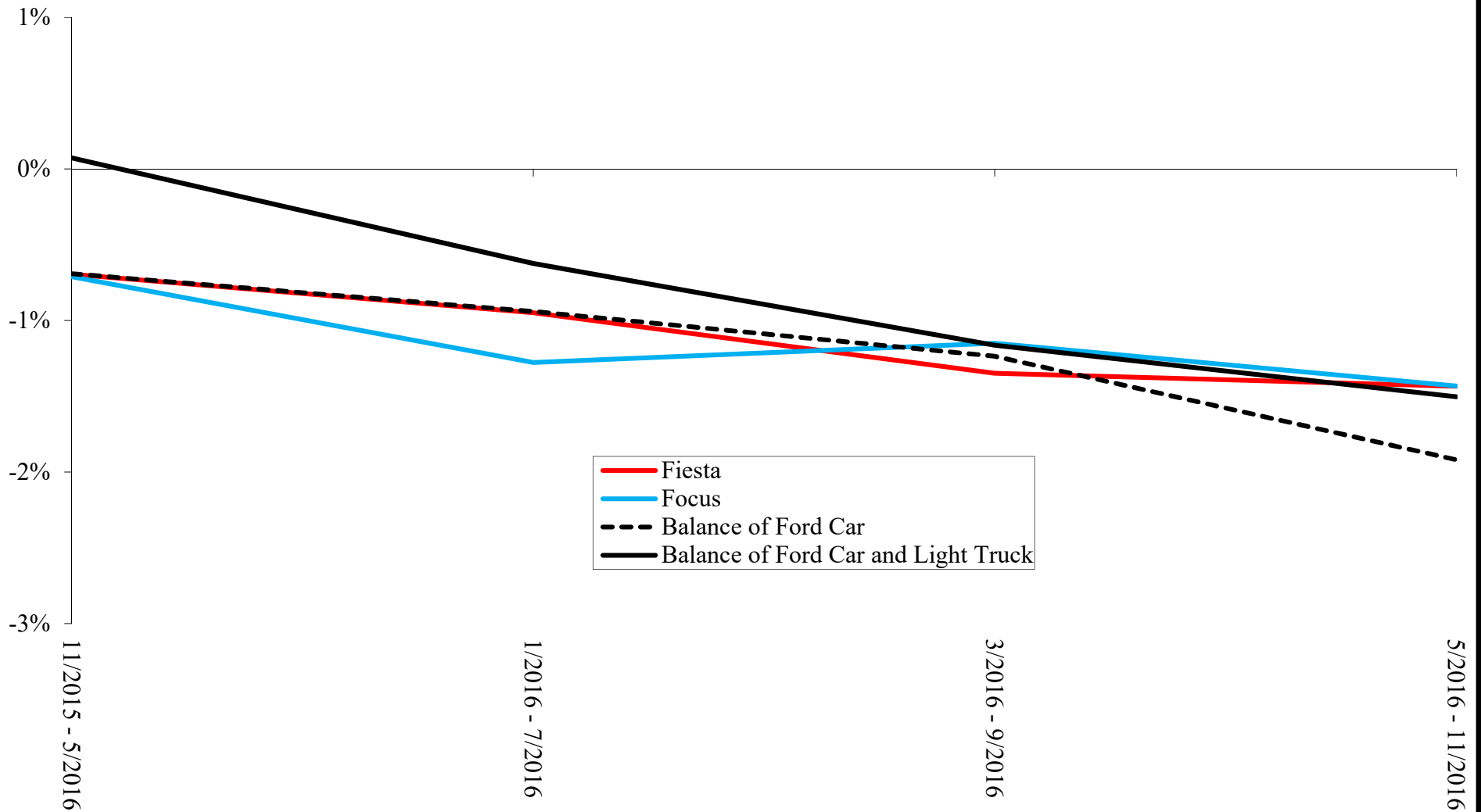
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DATA: VMR International, 11/2013 - 11/2016.

**2014 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2014 - 11/2016 Rolling 6 Months**

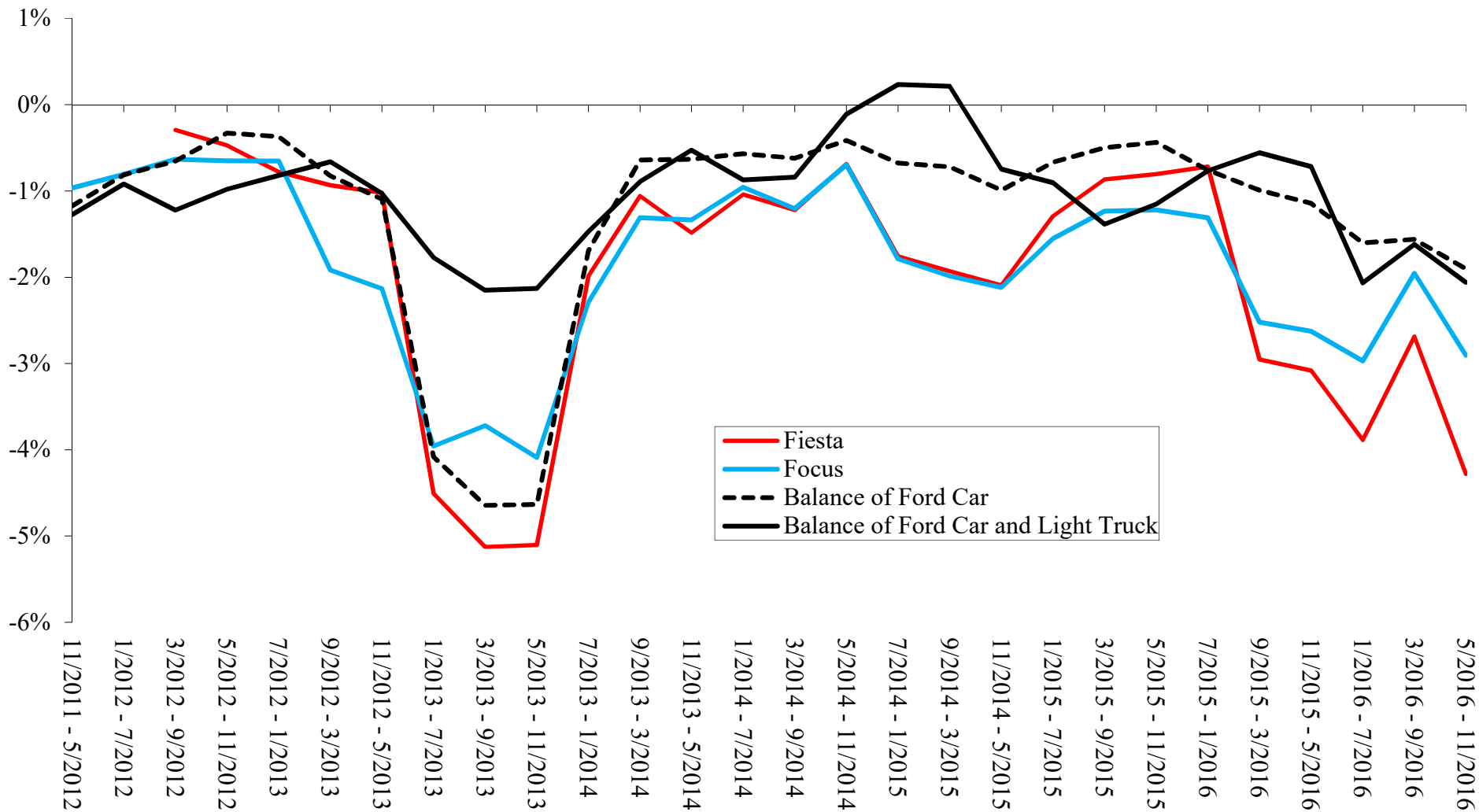


SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2014 - 11/2016.

**2015 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2015 - 11/2016 Rolling 6 Months**

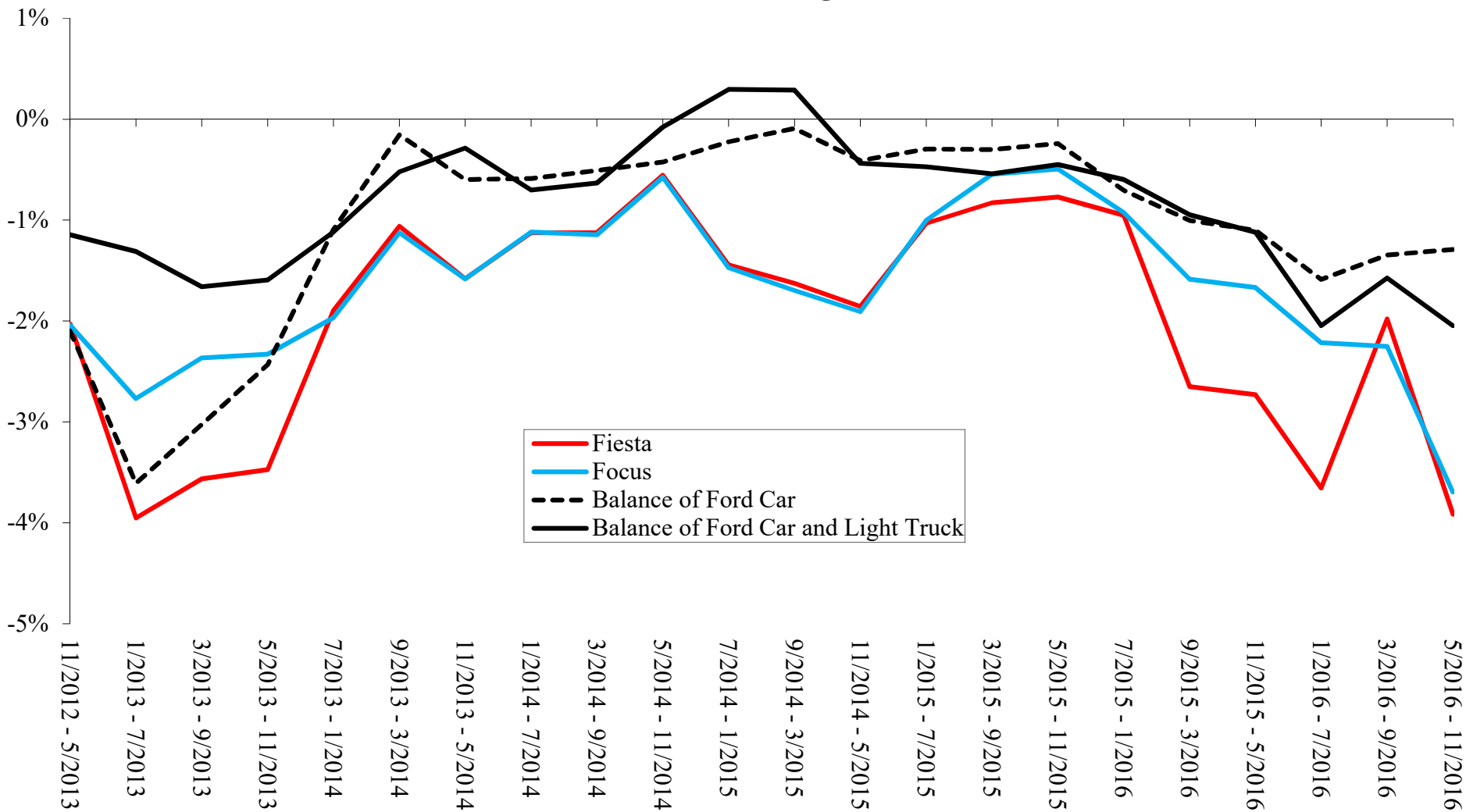


**2011 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2011 - 11/2016 Rolling 6 Months**



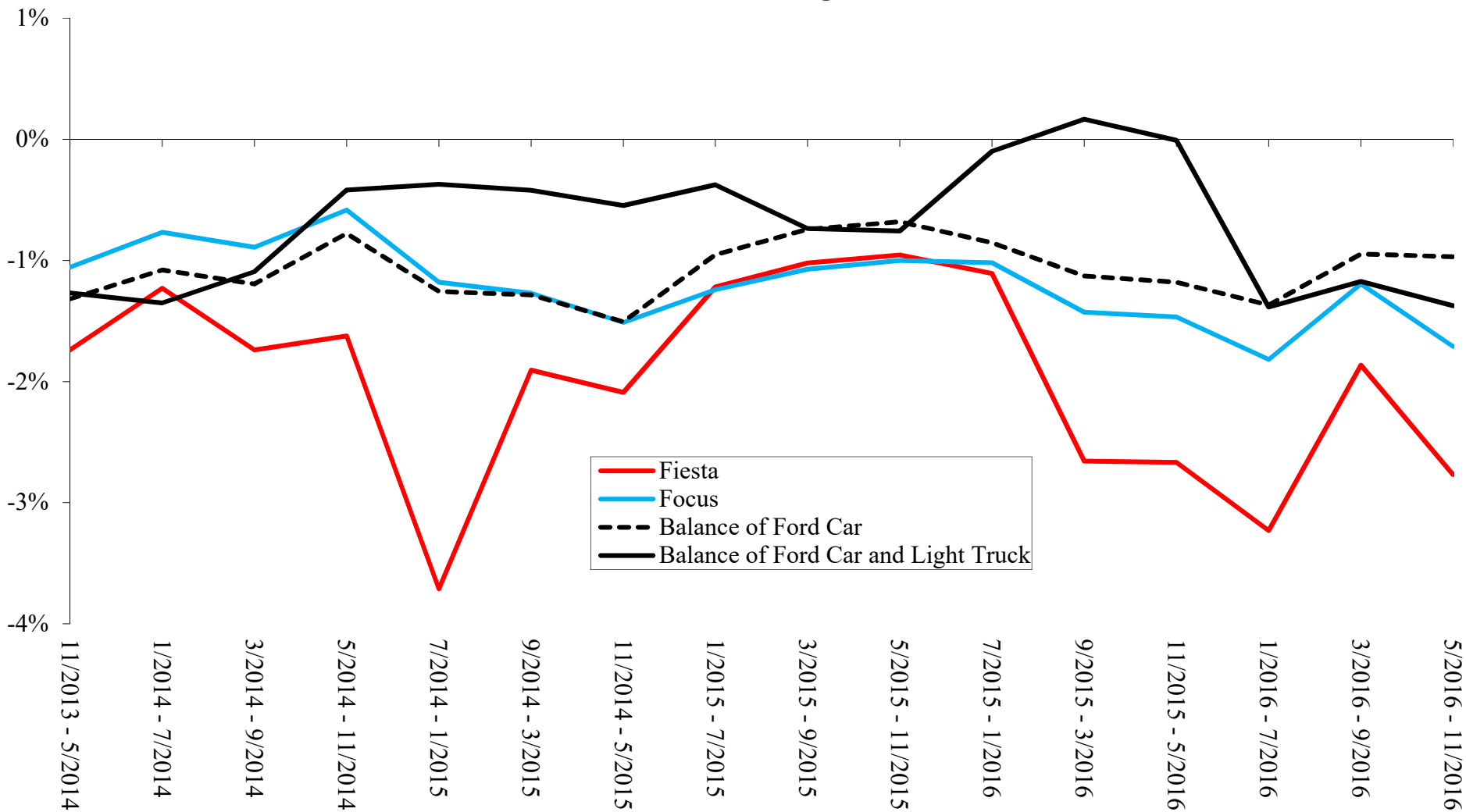
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DATA: VMR International, 11/2011 - 11/2016.

**2012 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2012 - 11/2016 Rolling 6 Months**



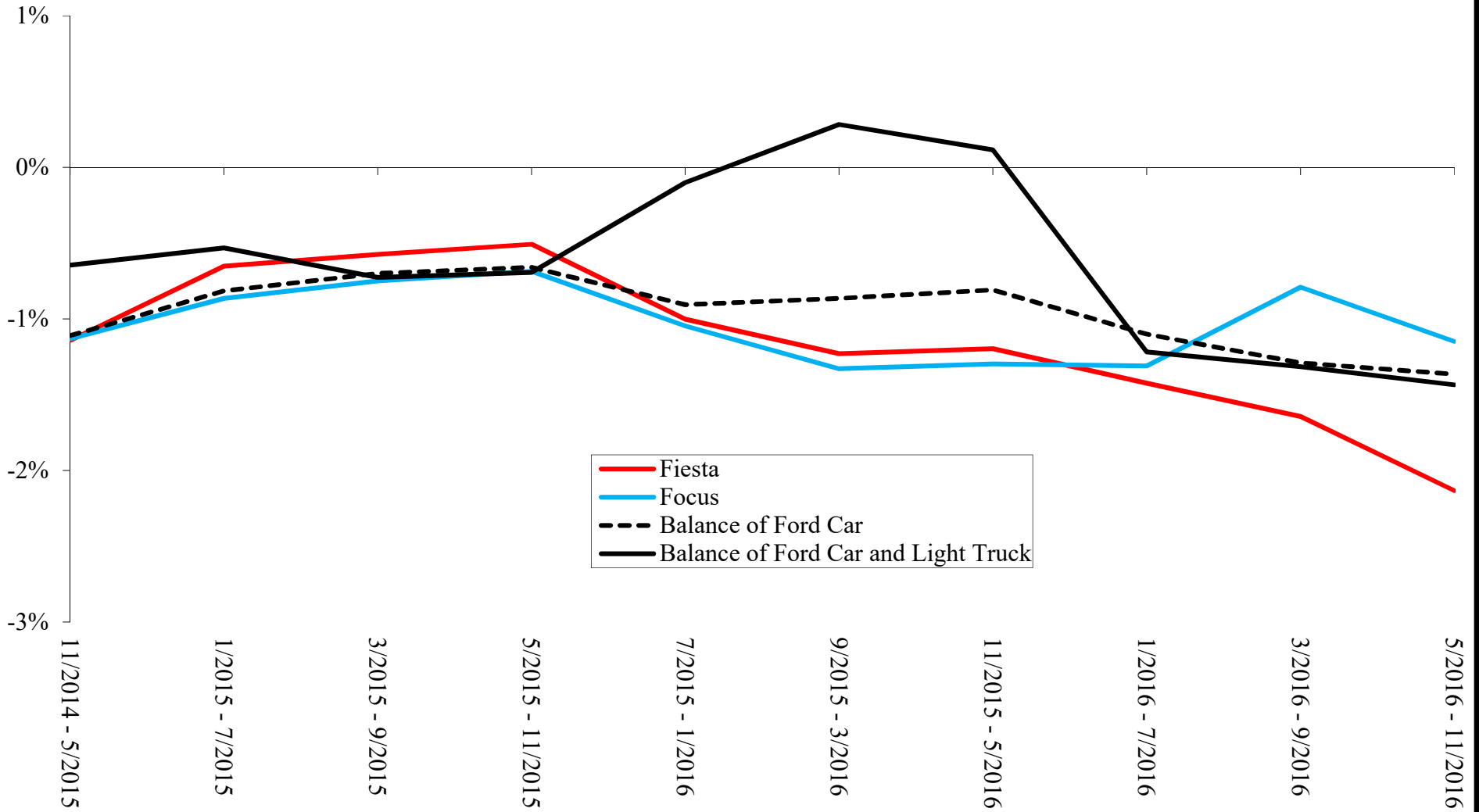
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2012 - 11/2016.

**2013 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2013 - 11/2016 Rolling 6 Months**



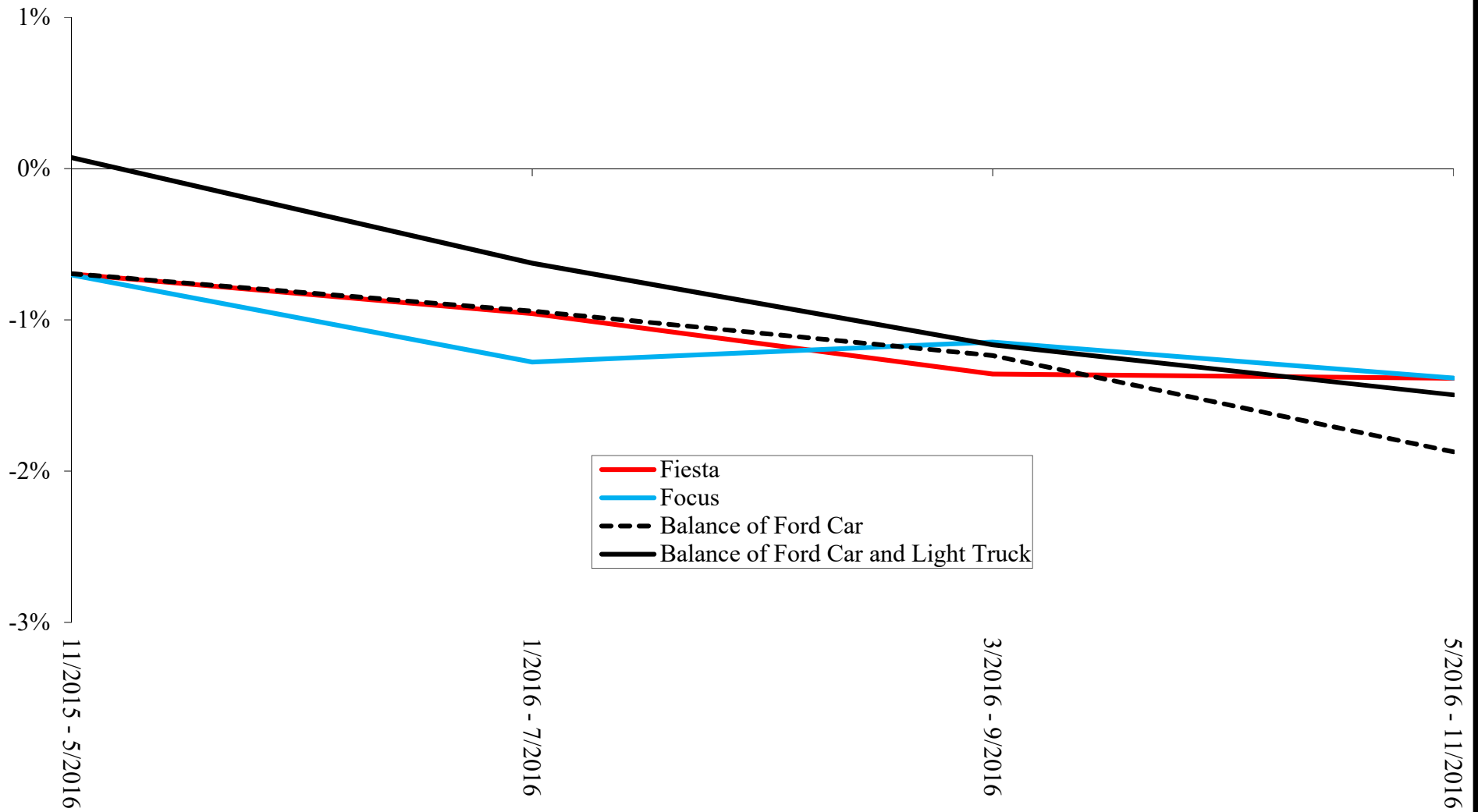
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2013 - 11/2016.

**2014 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2014 - 11/2016 Rolling 6 Months**

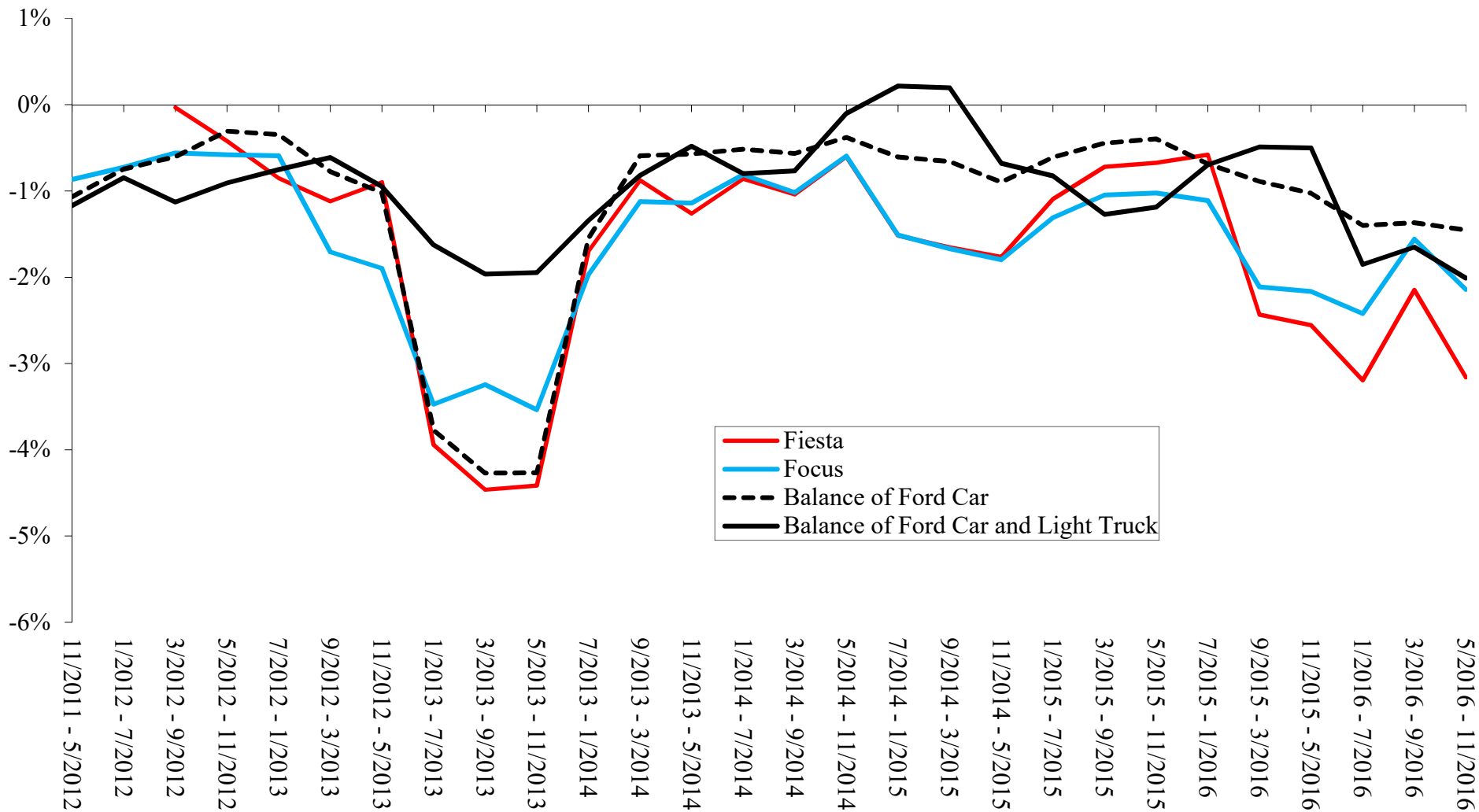


SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2014 - 11/2016.

**2015 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2015 - 11/2016 Rolling 6 Months**

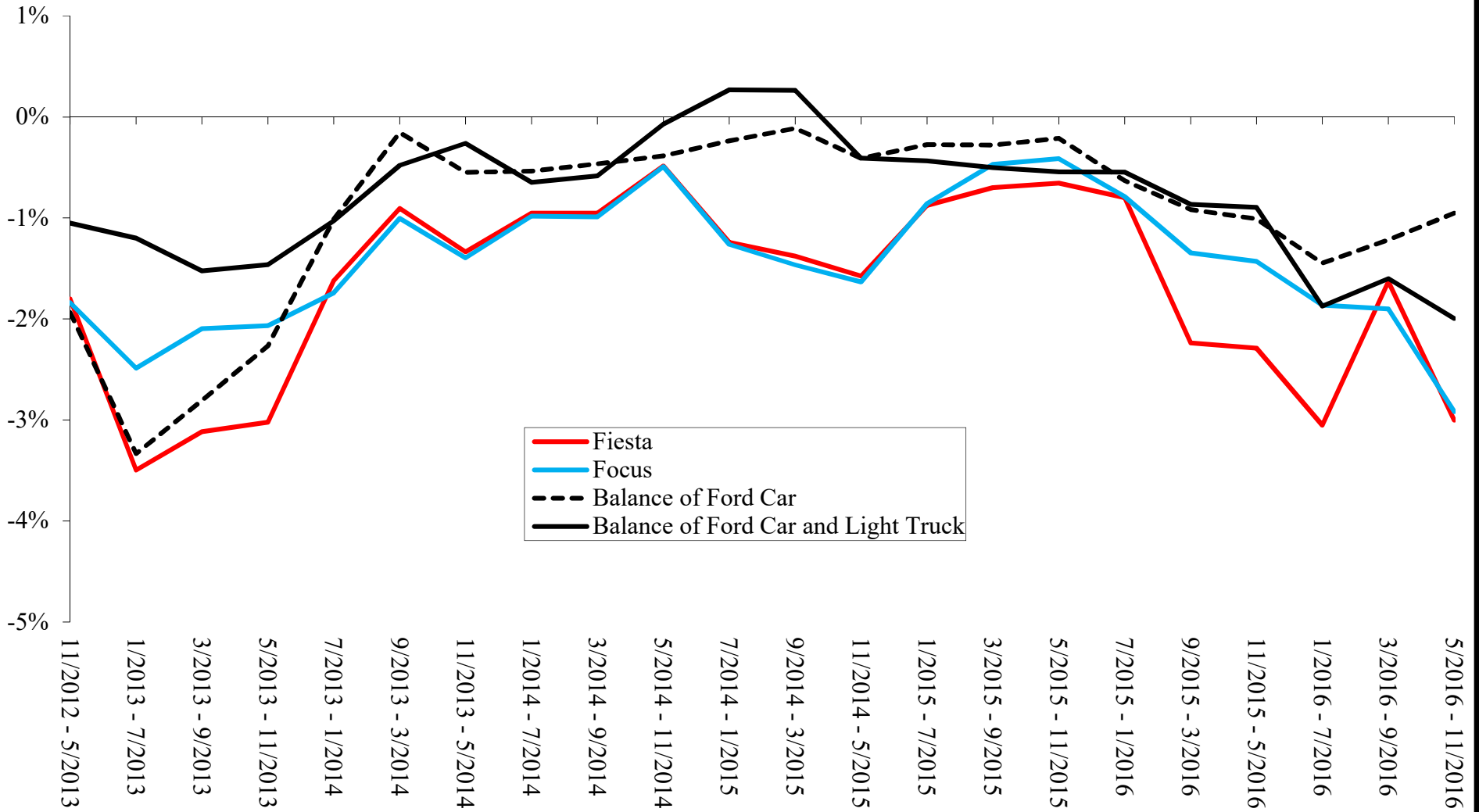


2011 Model Year Ford Fiesta, Ford Focus, and Balance of Ford Clean Condition Retail Average Monthly Depreciation Rates Ontario South 11/2011 - 11/2016 Rolling 6 Months



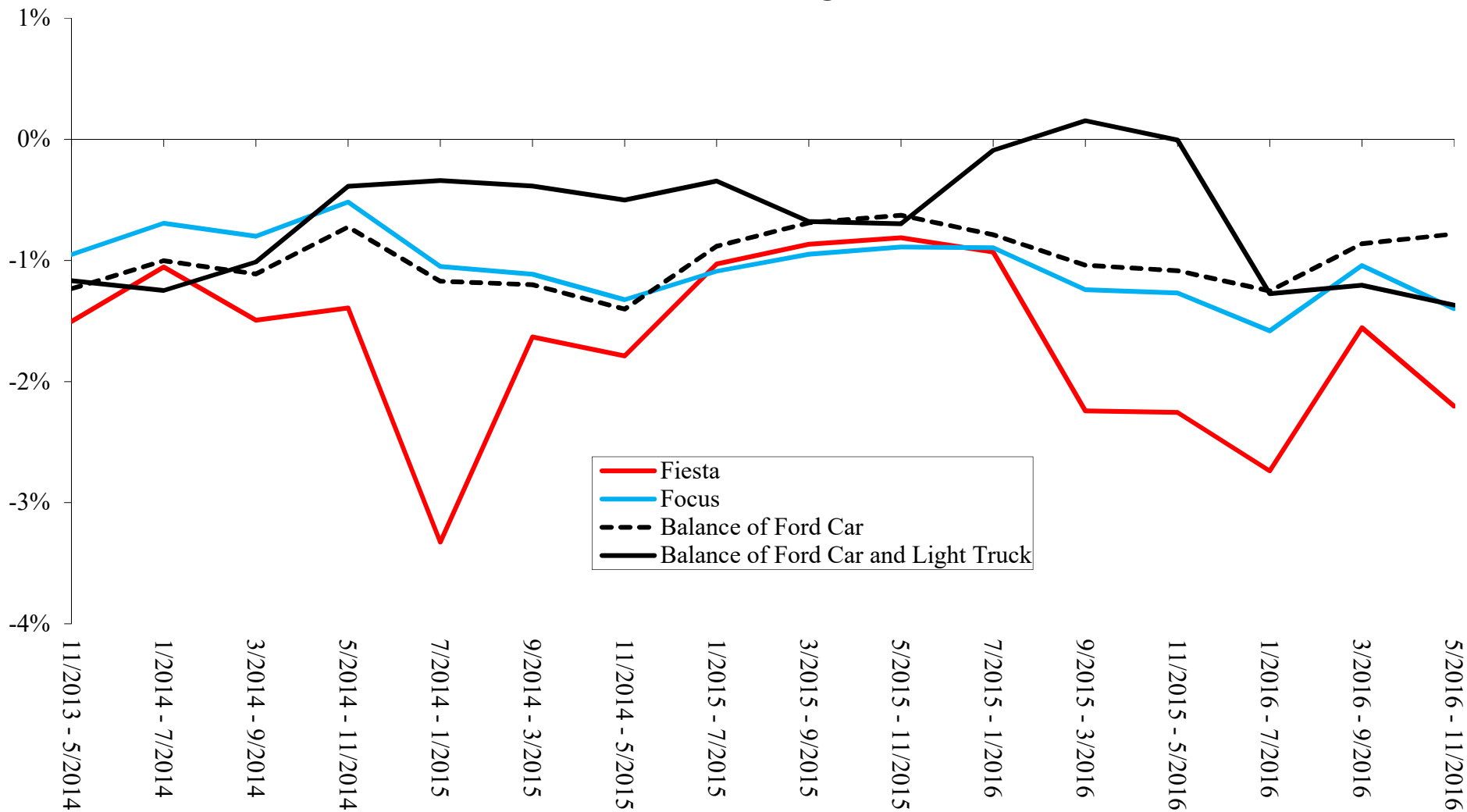
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2011 - 11/2016.

**2012 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2012 - 11/2016 Rolling 6 Months**



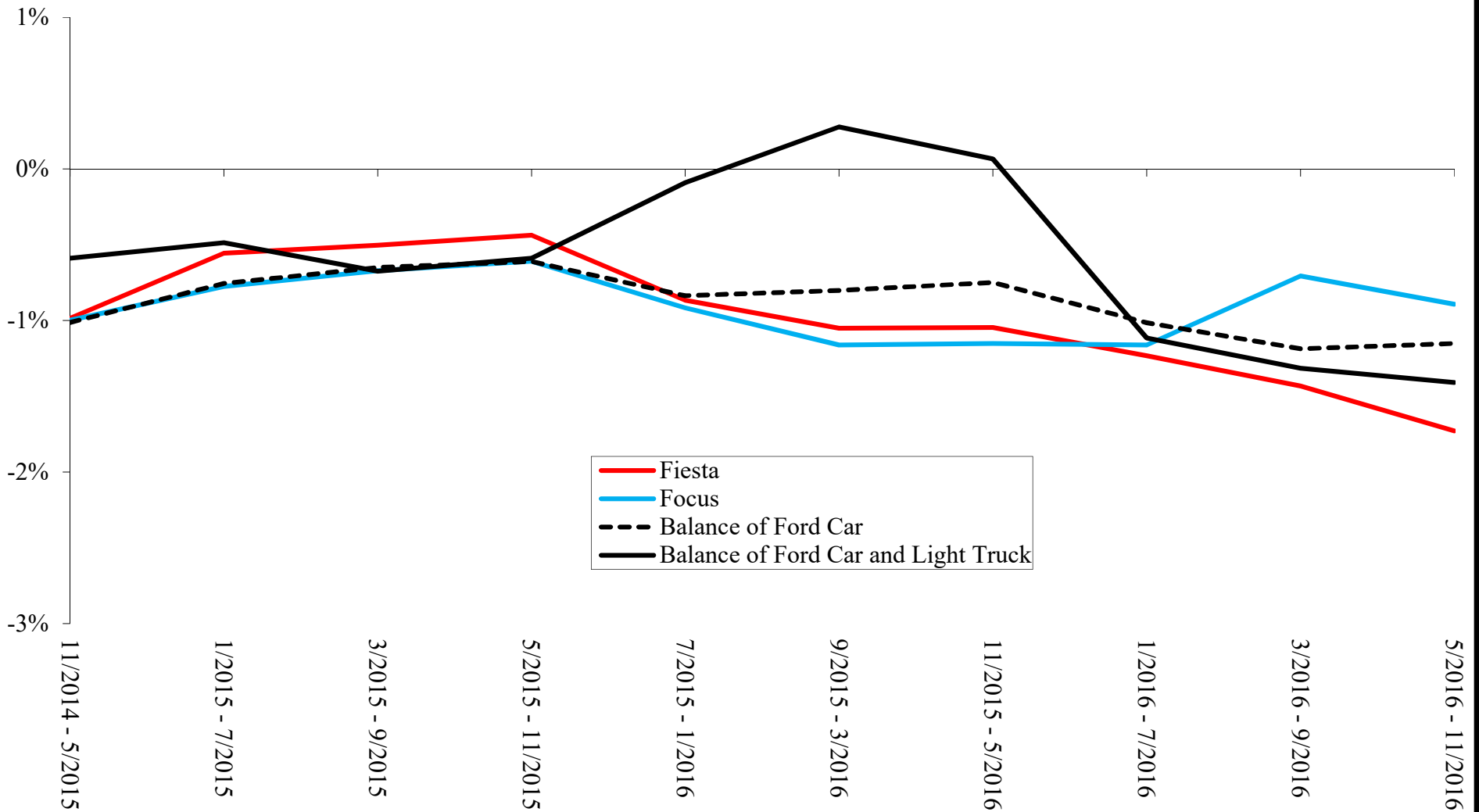
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2012 - 11/2016.

**2013 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2013 - 11/2016 Rolling 6 Months**



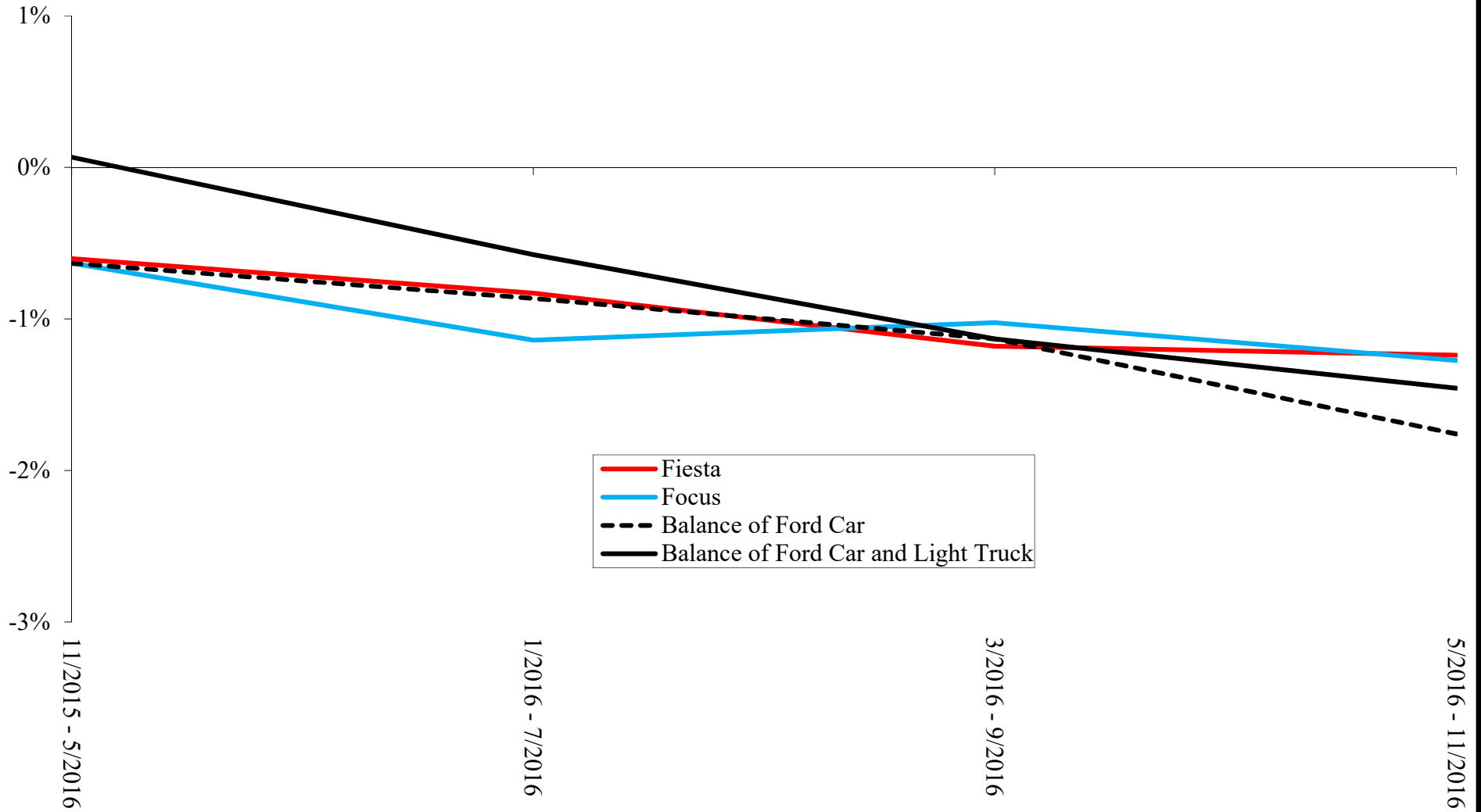
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2013 - 11/2016.

**2014 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2014 - 11/2016 Rolling 6 Months**

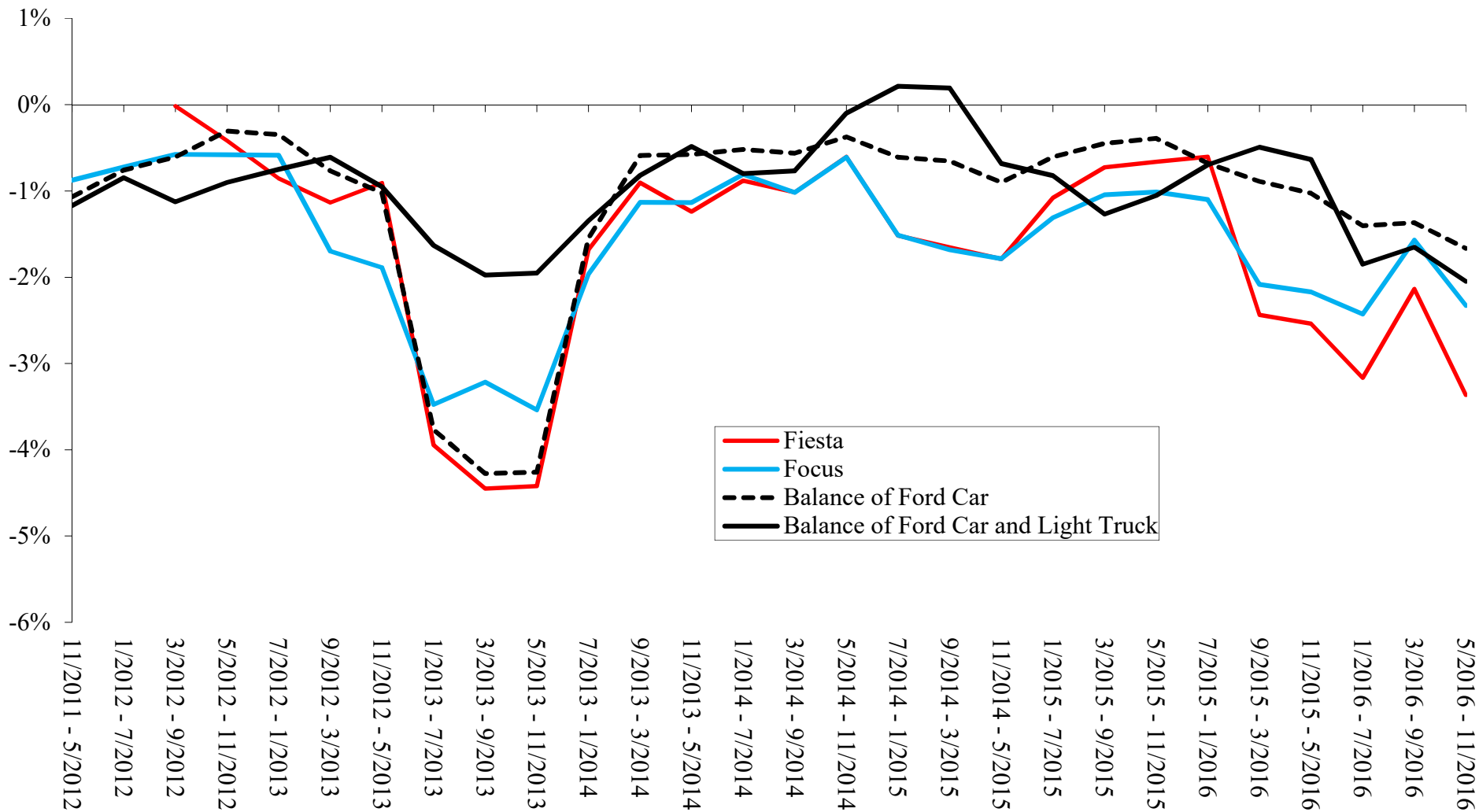


SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2014 - 11/2016.

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Clean Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2015 - 11/2016 Rolling 6 Months**

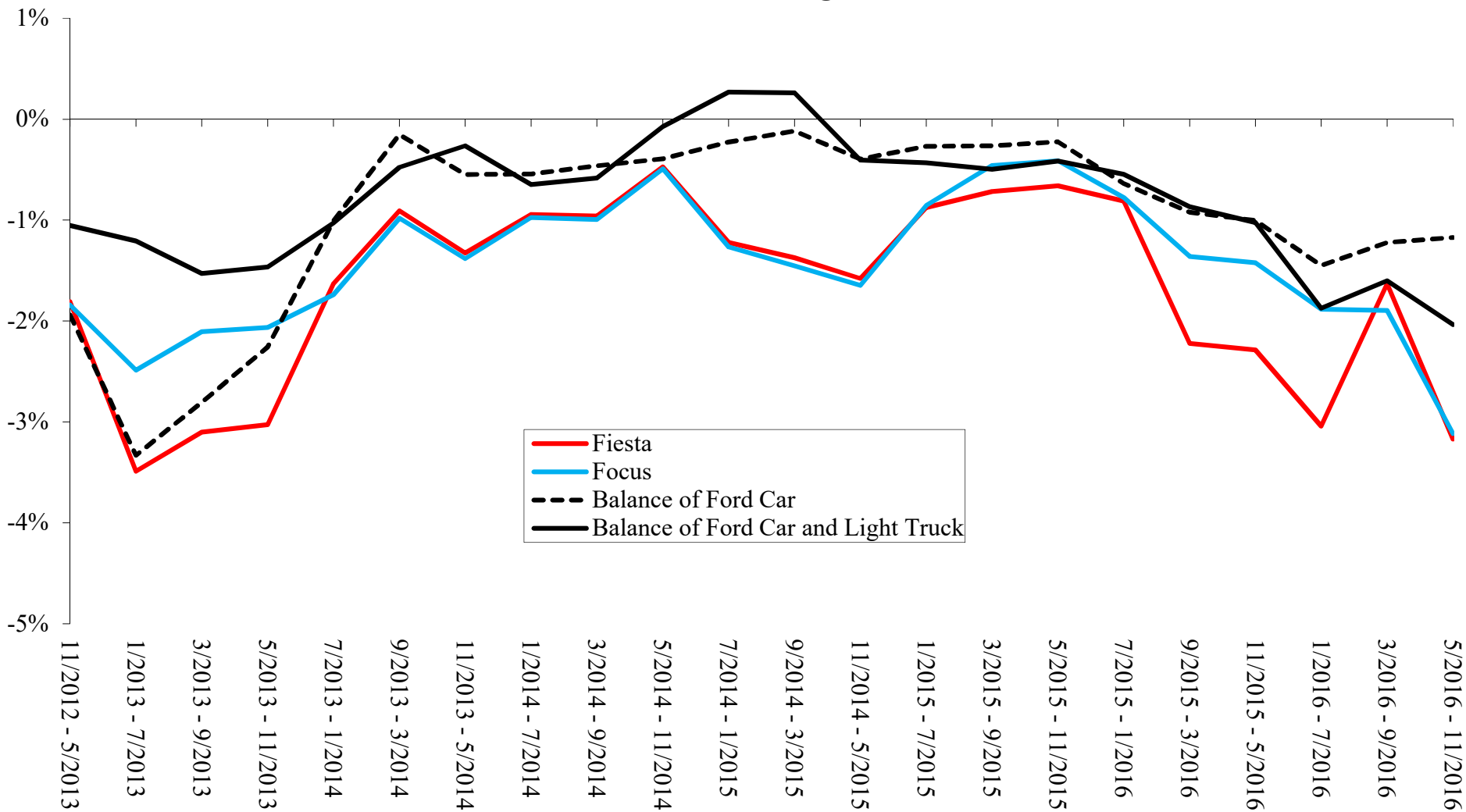


**2011 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2011 - 11/2016 Rolling 6 Months**



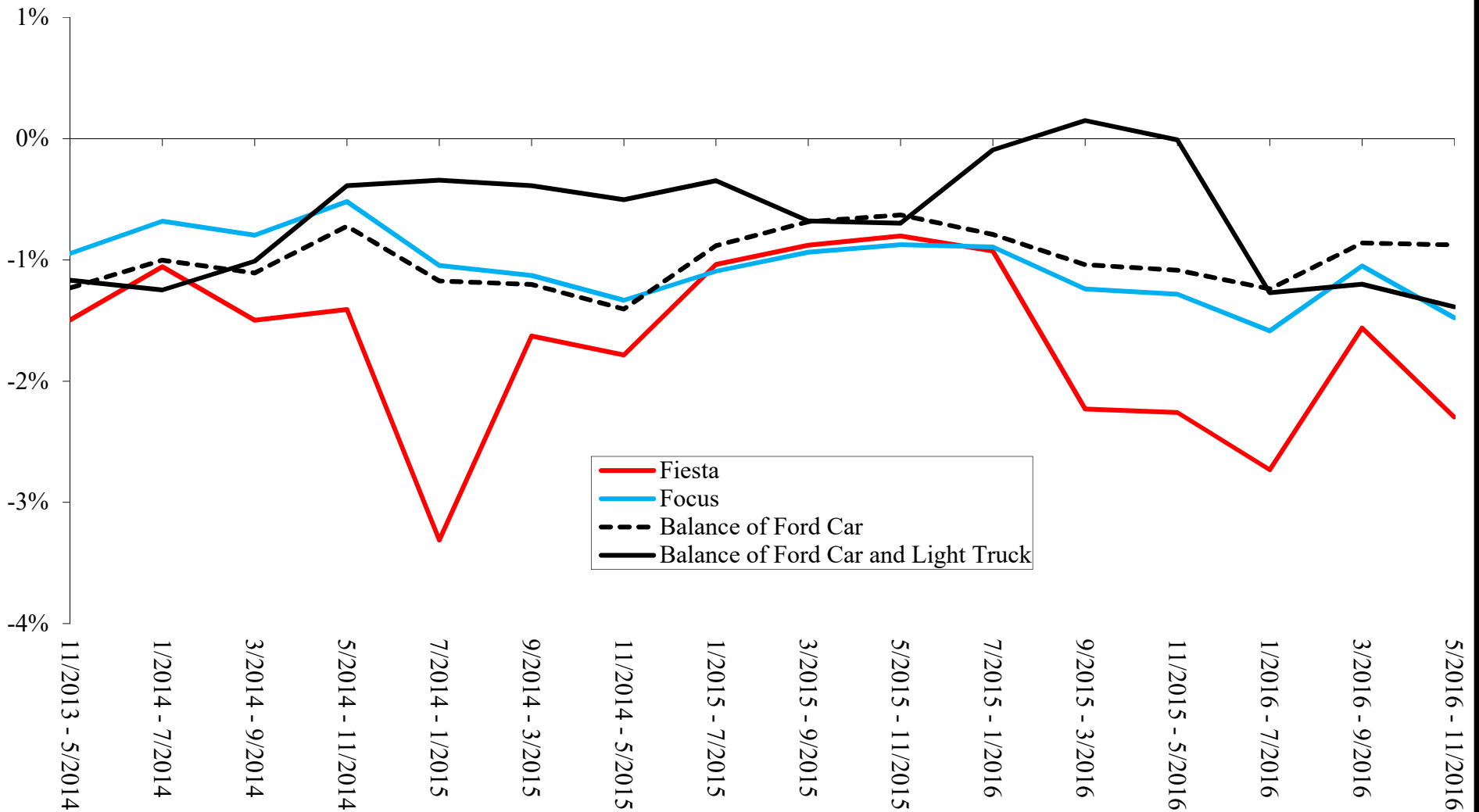
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2011 - 11/2016.

**2012 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2012 - 11/2016 Rolling 6 Months**



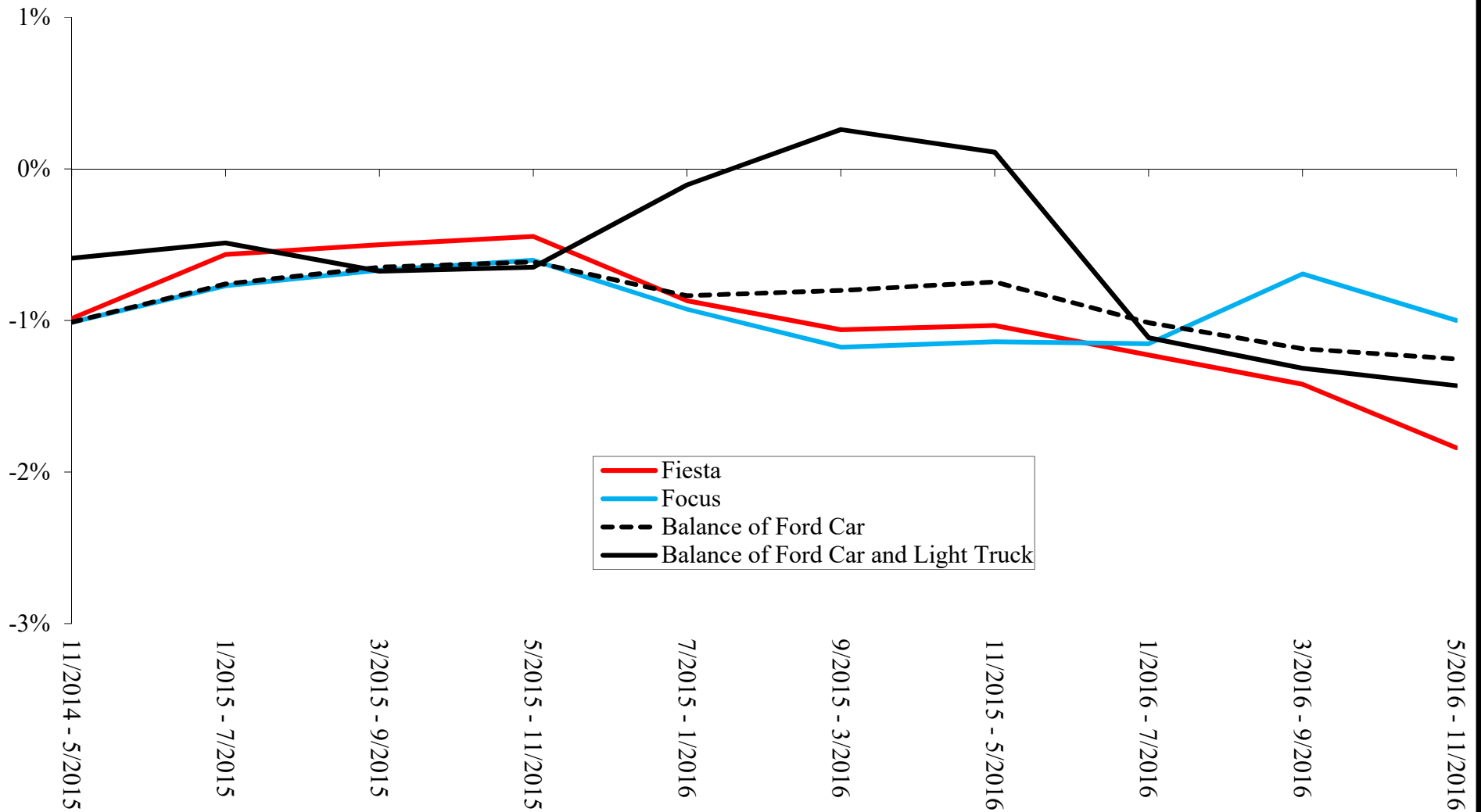
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DATA: VMR International, 11/2012 - 11/2016.

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Average Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2013 - 11/2016 Rolling 6 Months**



SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2013 - 11/2016.

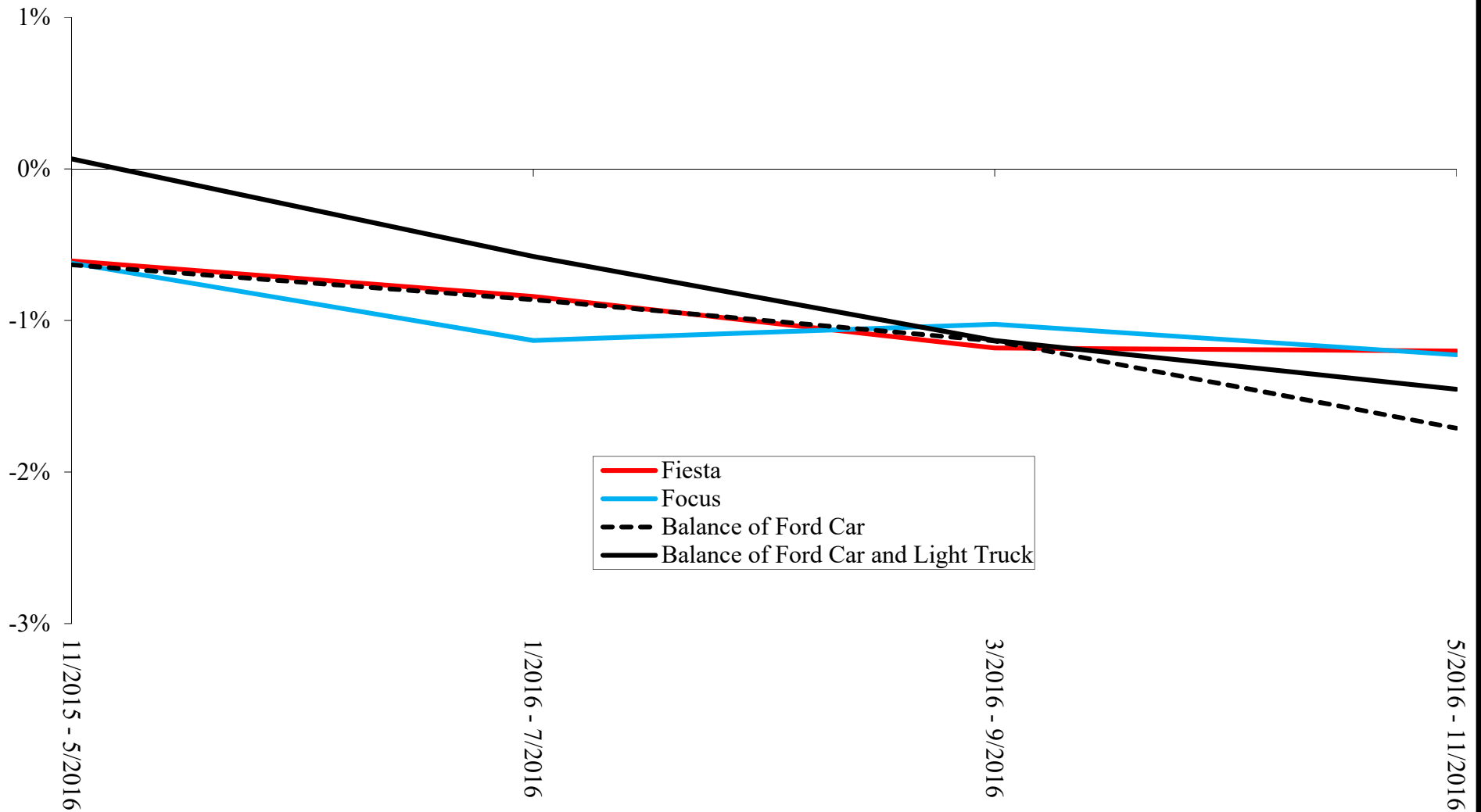
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Average Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2014 - 11/2016 Rolling 6 Months**



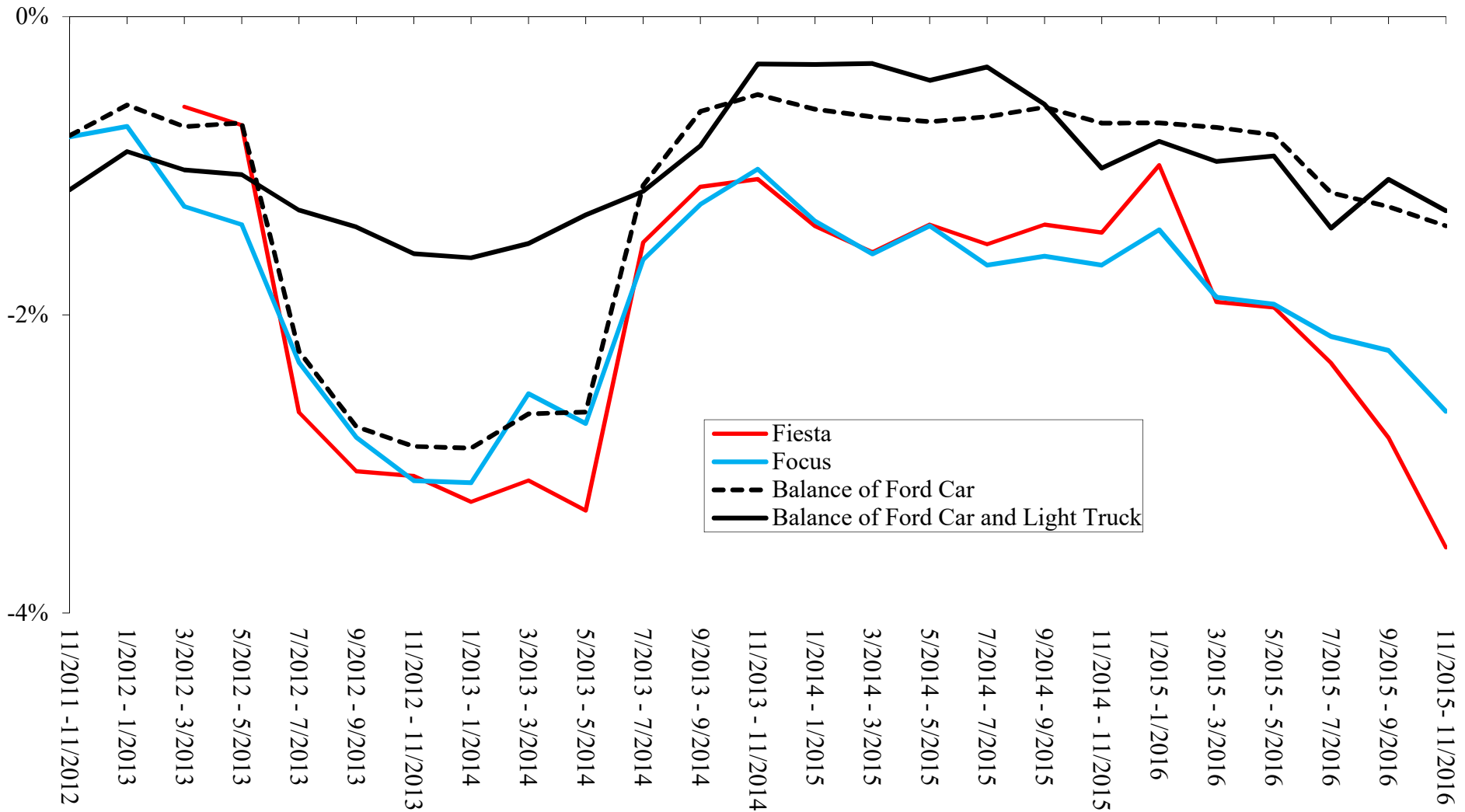
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2014 - 11/2016.

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Average Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2015 - 11/2016 Rolling 6 Months**

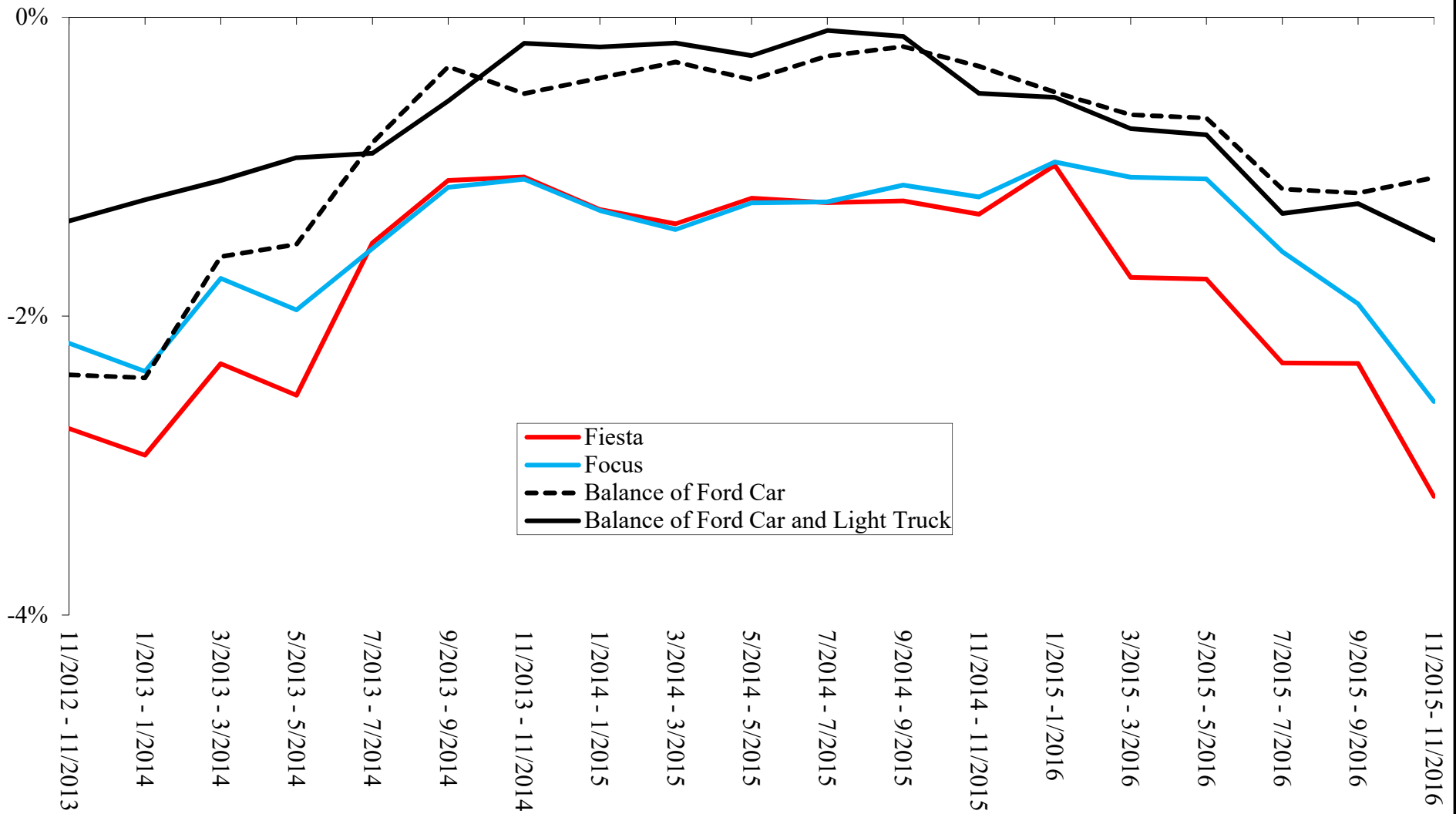


**2011 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Clean Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2011 - 11/2016 Rolling 12 Months**



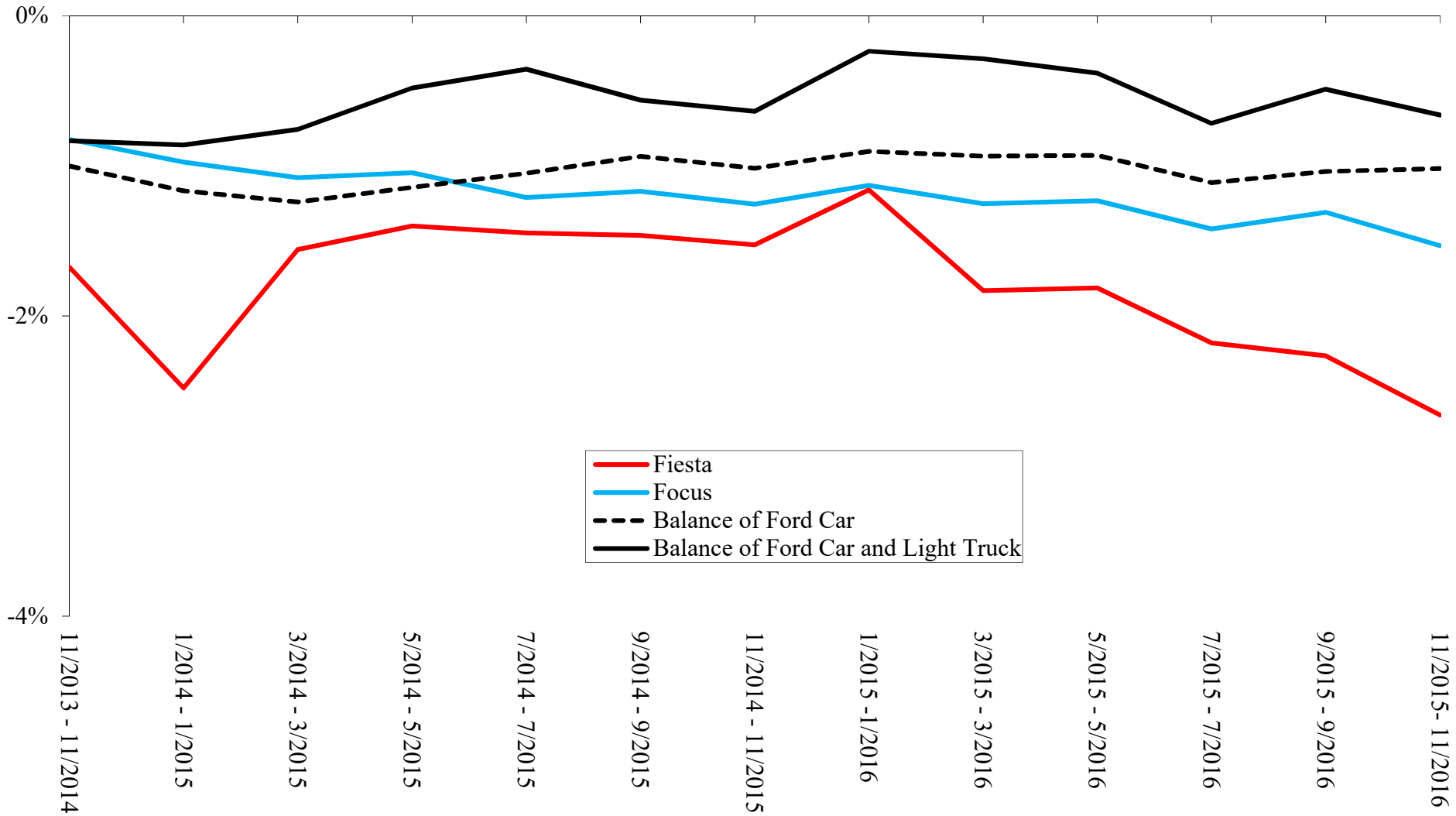
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2011 - 11/2016.

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Clean Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2012 - 11/2016 Rolling 12 Months**



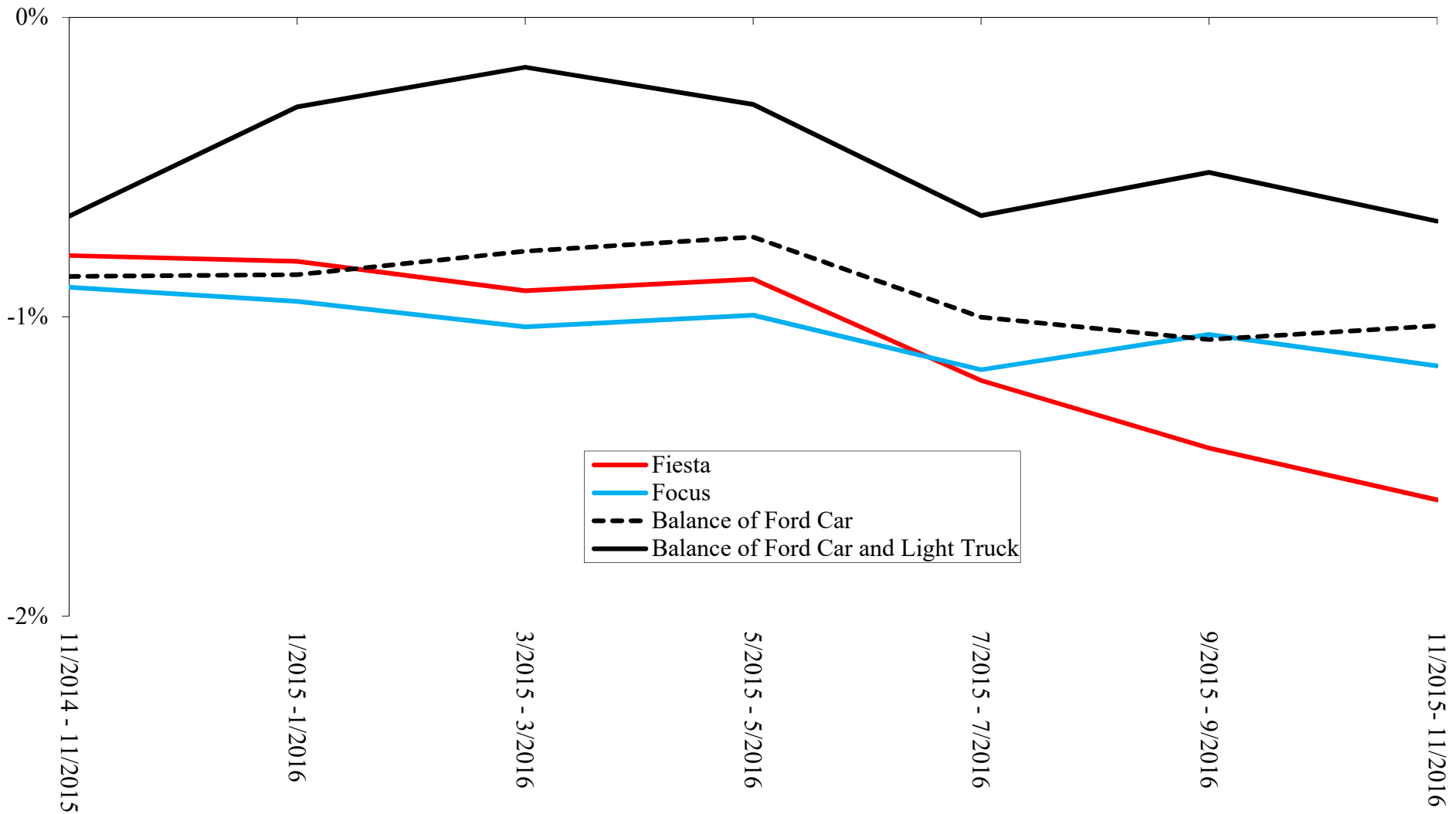
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DATA: VMR International, 11/2012 - 11/2016.

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Ontario South
11/2013 - 11/2016 Rolling 12 Months**

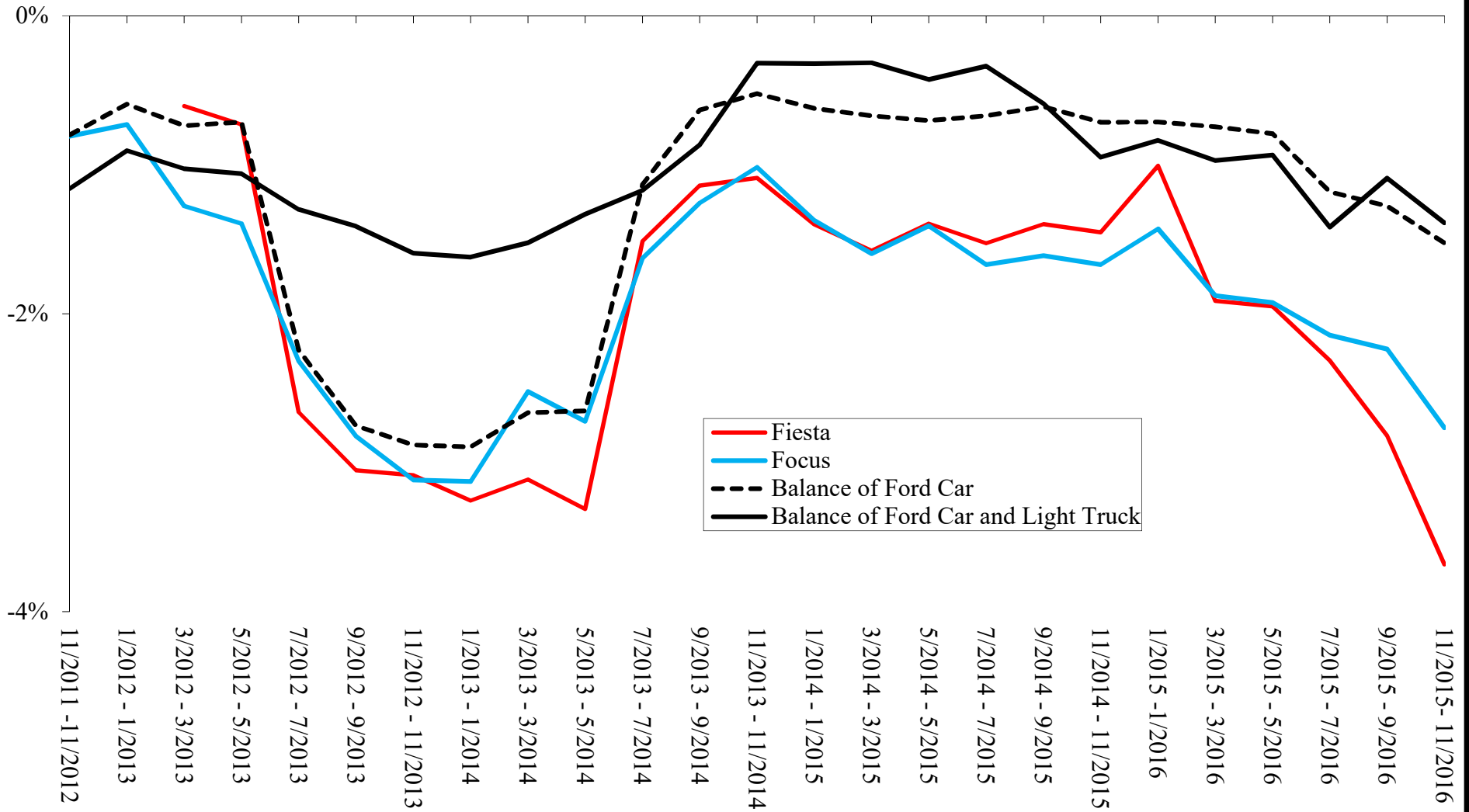


SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2013 - 11/2016.

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Ontario South
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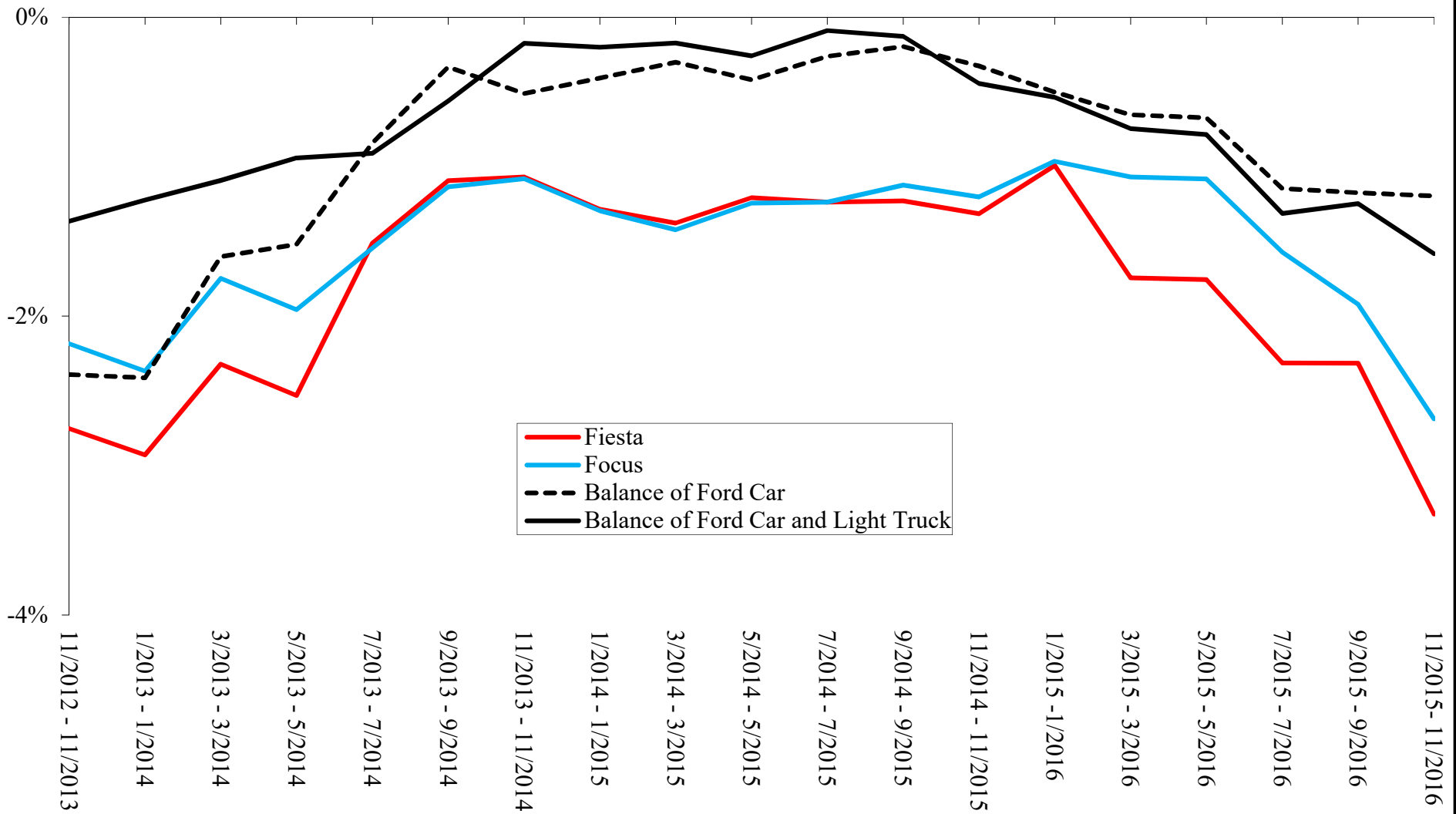


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Average Condition Wholesale Average Monthly Depreciation Rates
Ontario South
11/2011 - 11/2016 Rolling 12 Months**



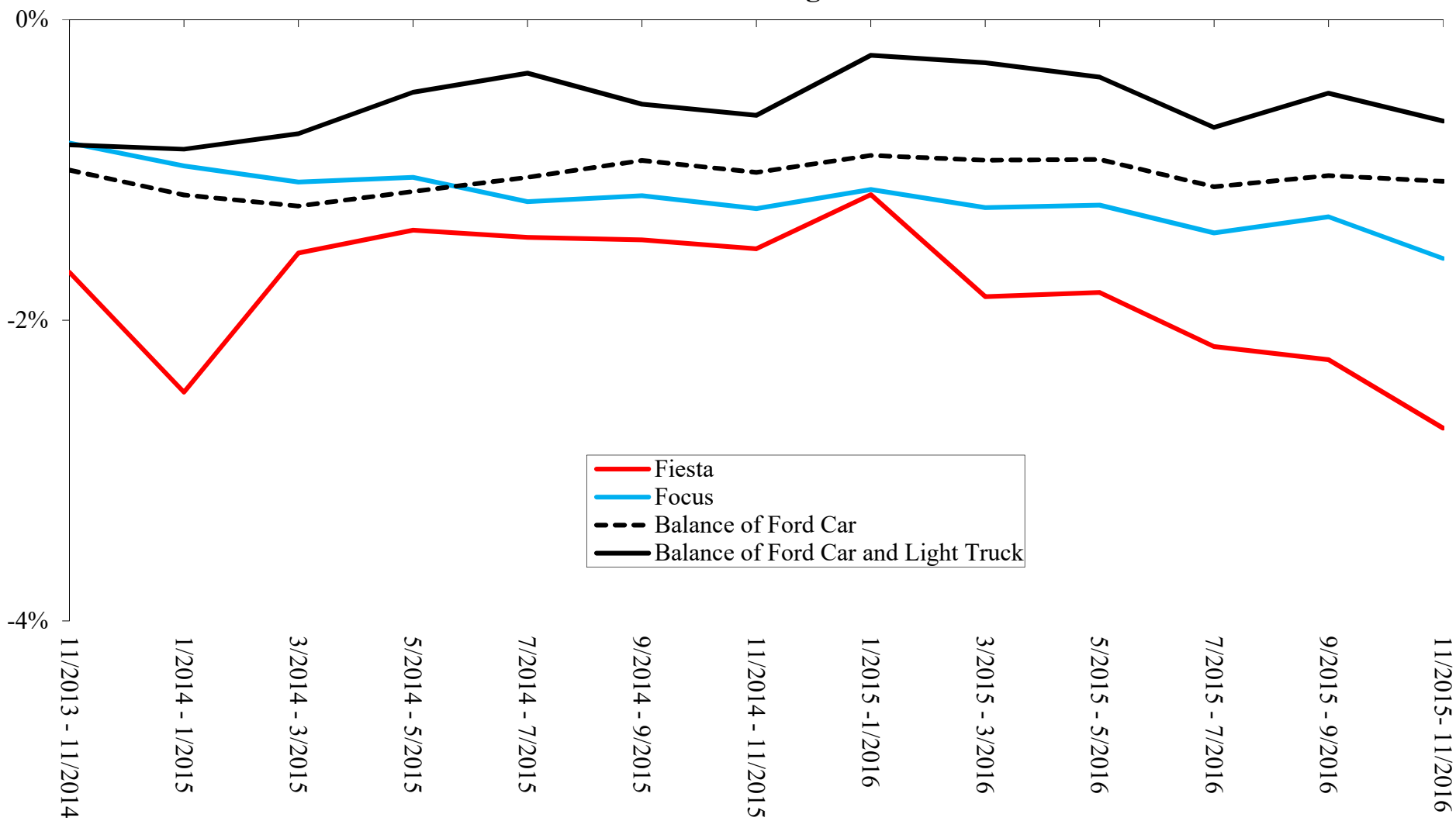
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2011 - 11/2016.

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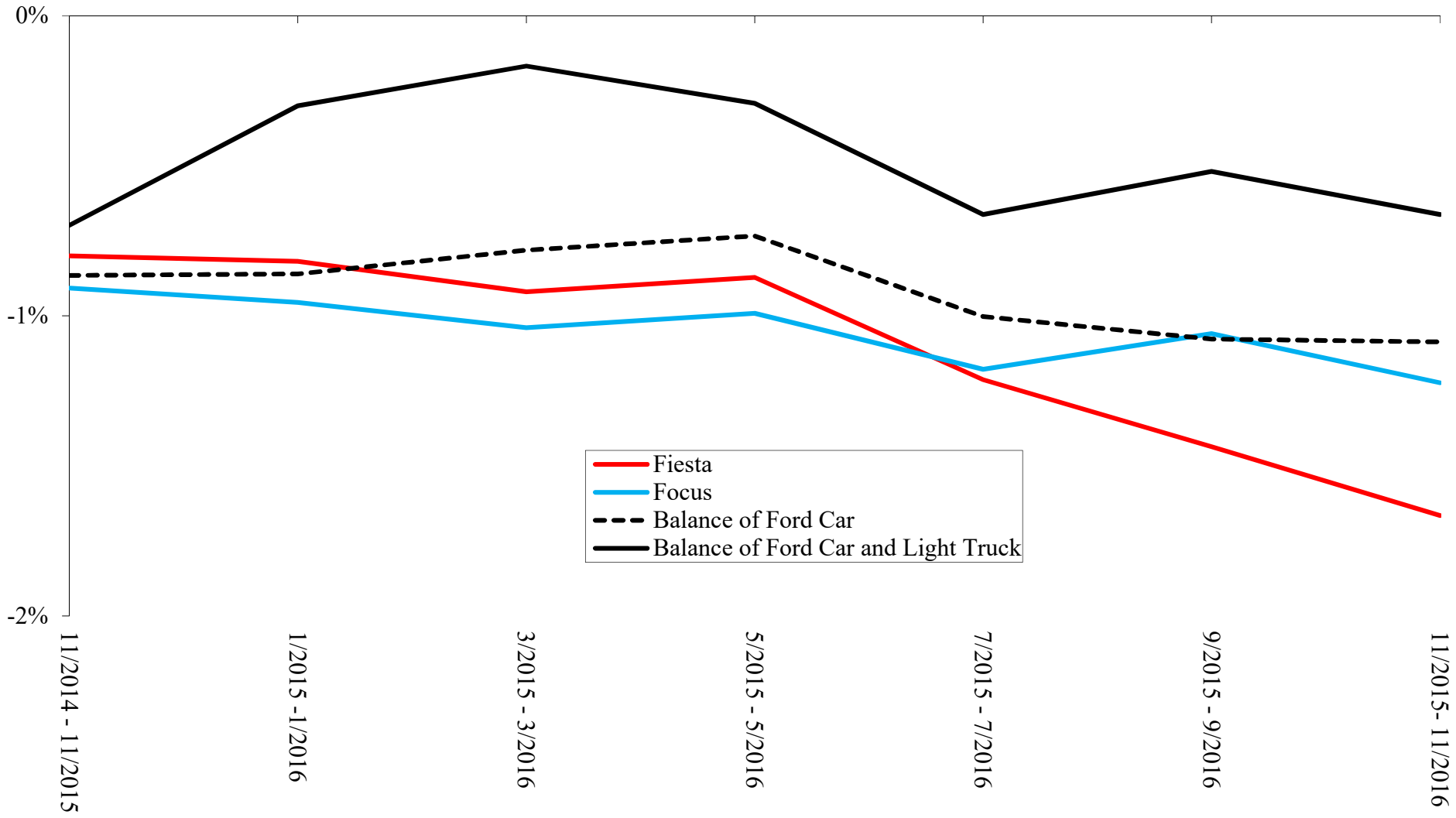
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2012 - 11/2016.

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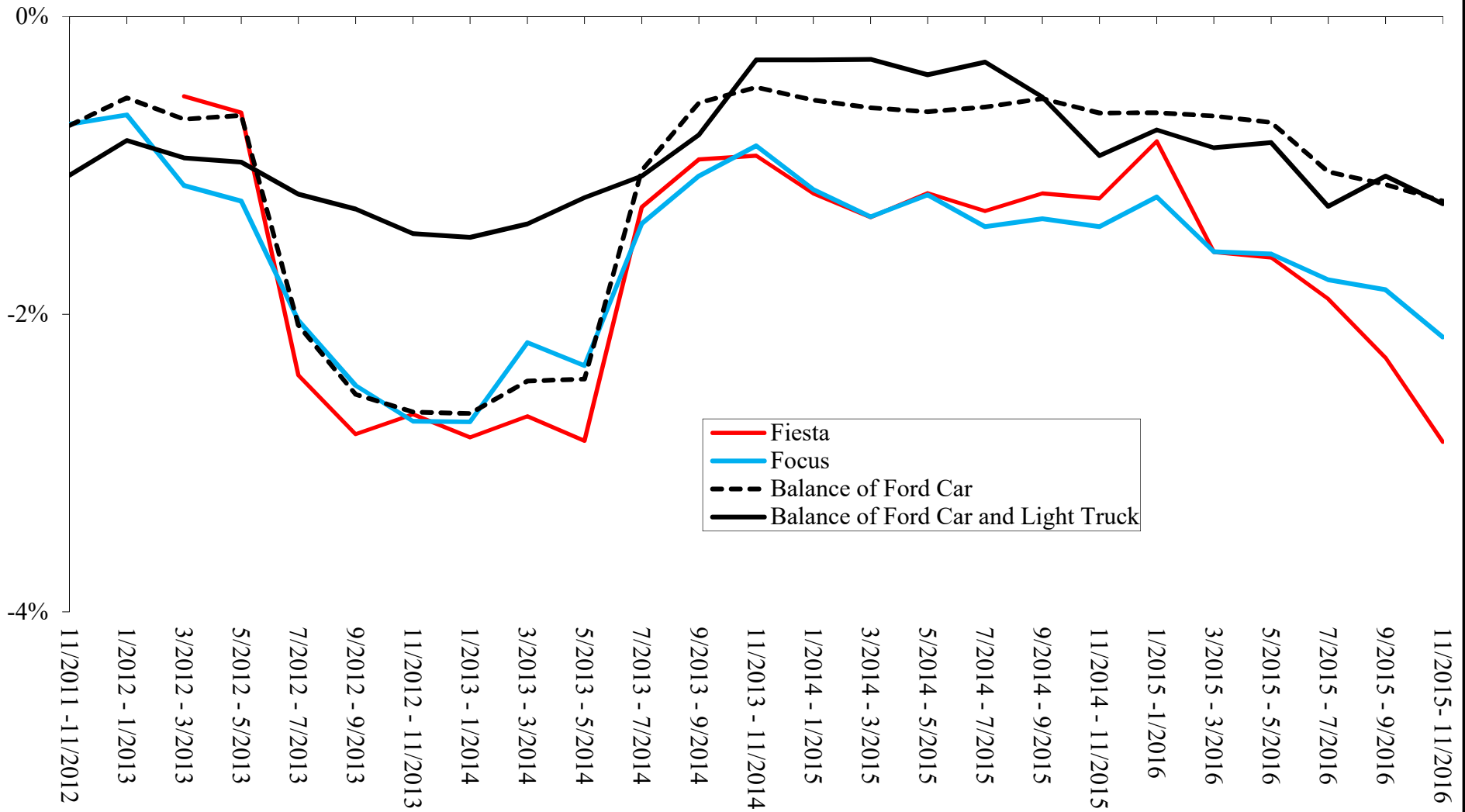
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2013 - 11/2016.

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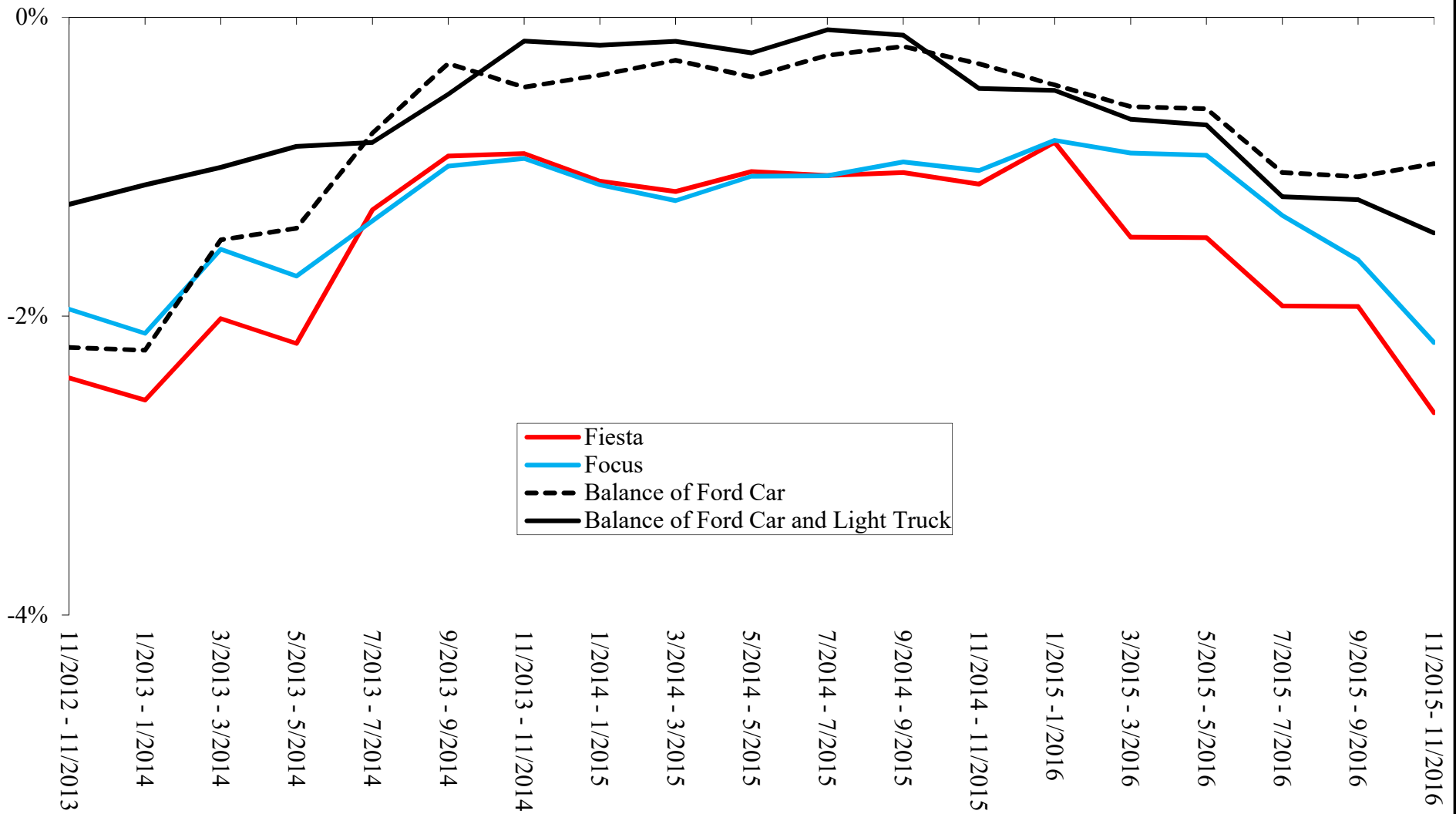
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2014 - 11/2016.

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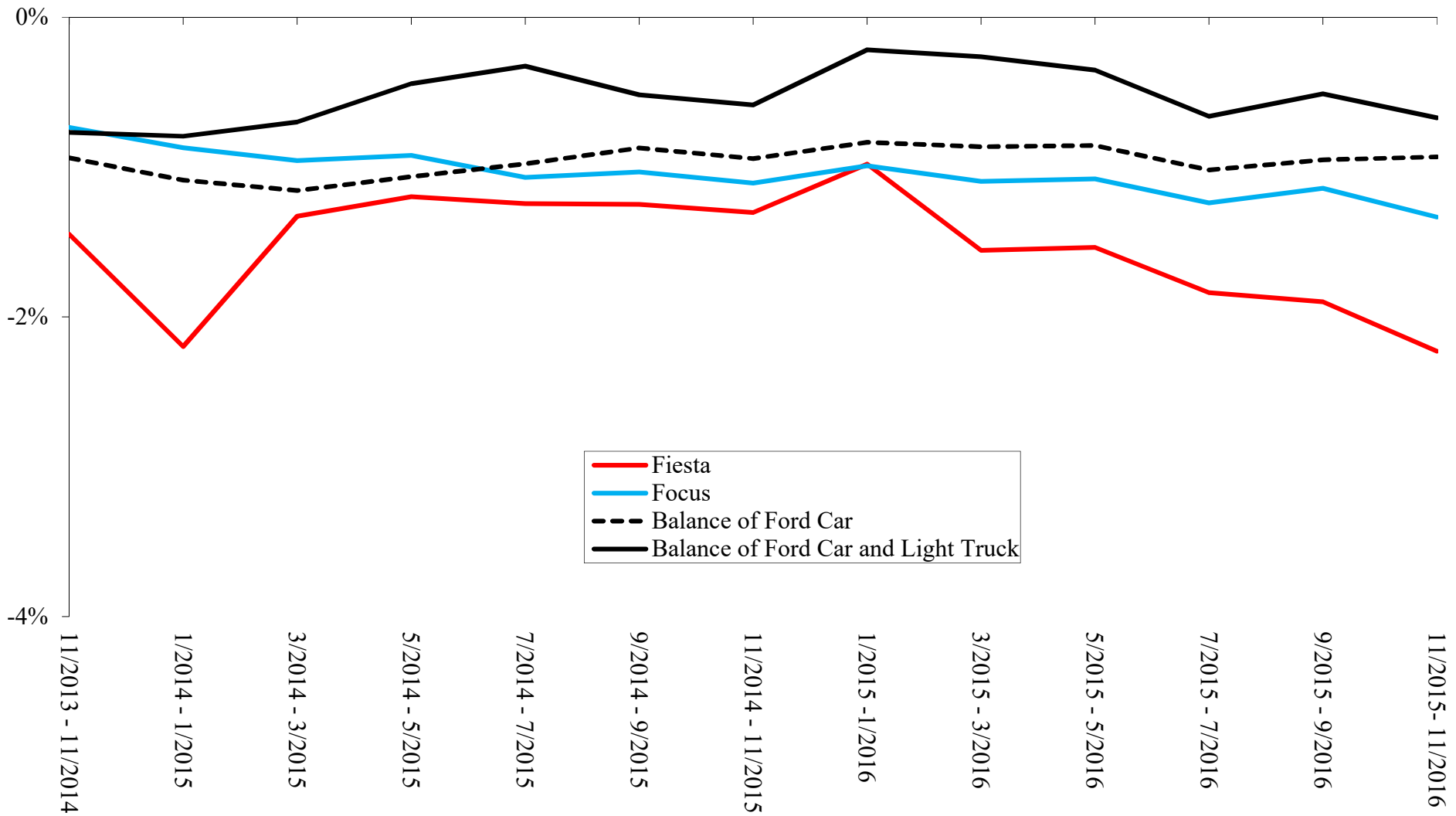
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DATA: VMR International, 11/2011 - 11/2016.

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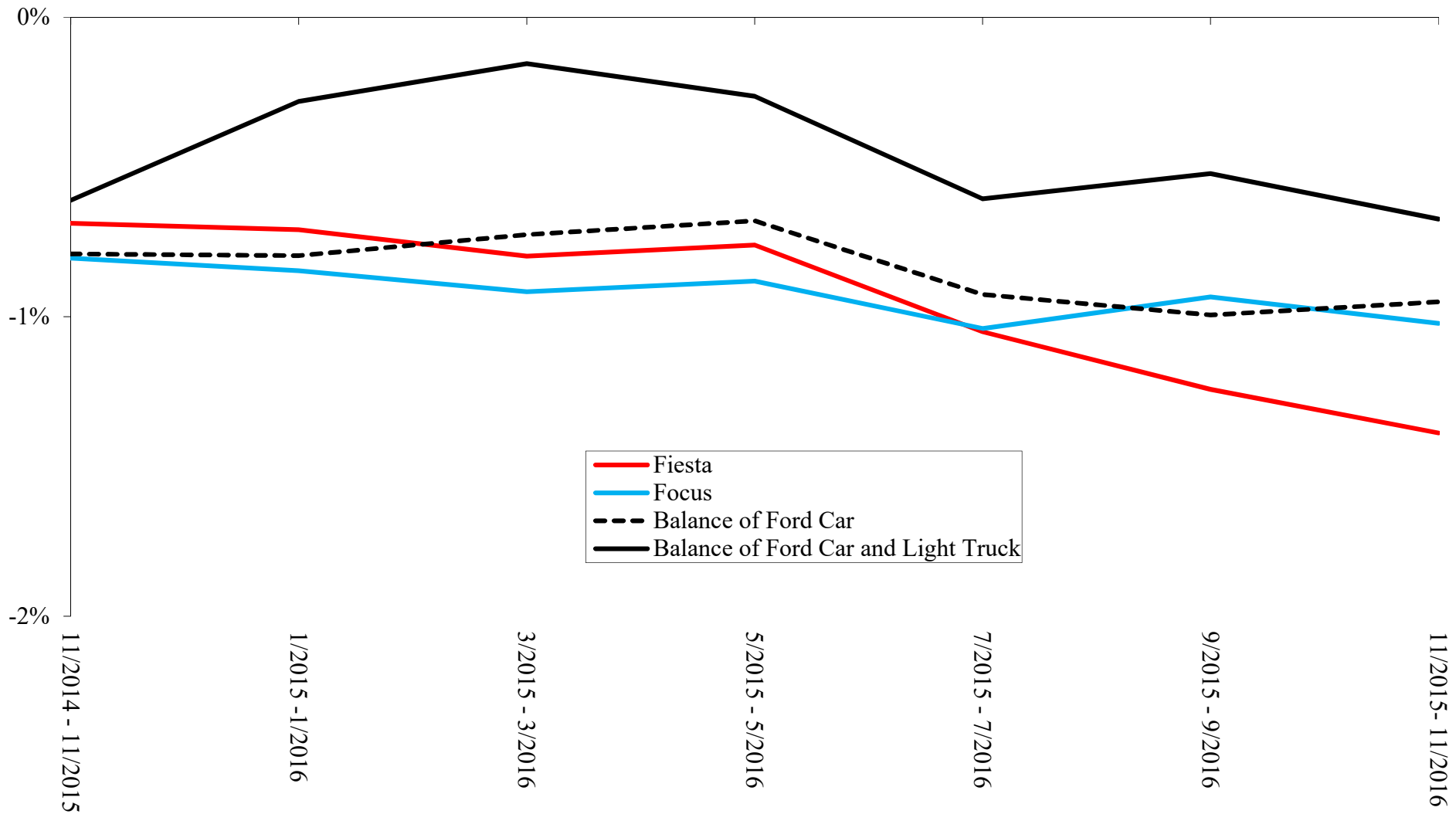
SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2012 - 11/2016.

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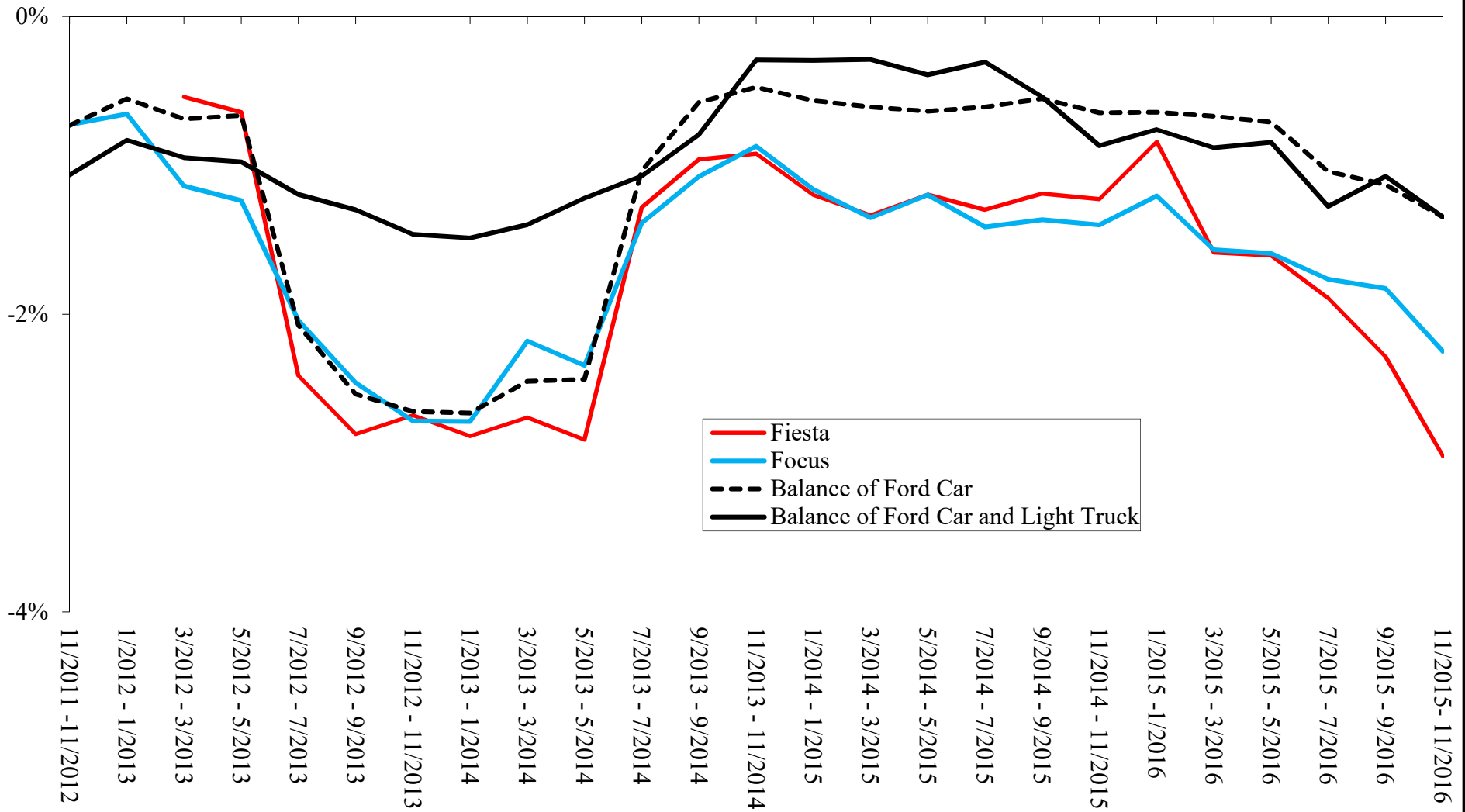


SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2013 - 11/2016.

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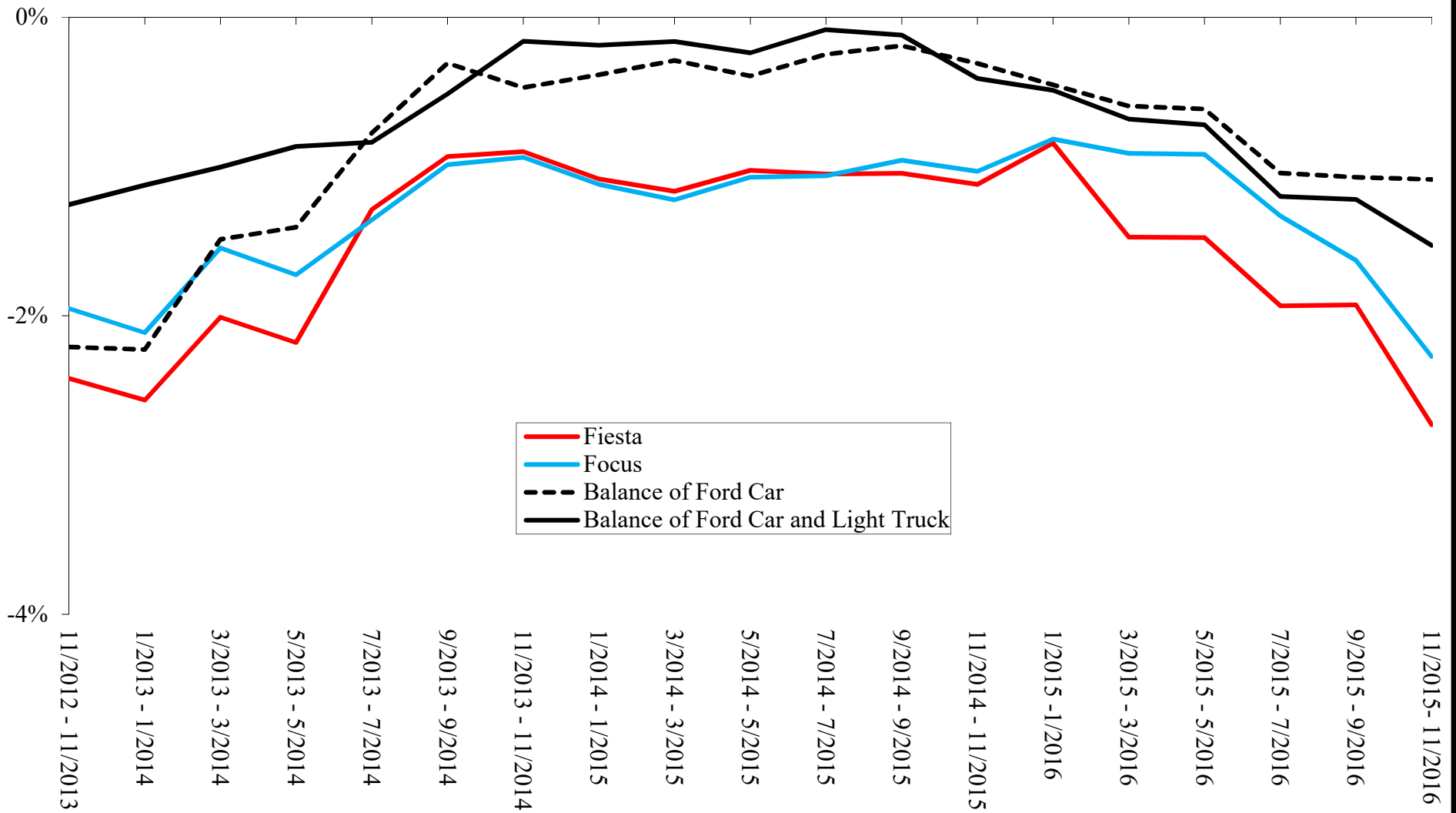


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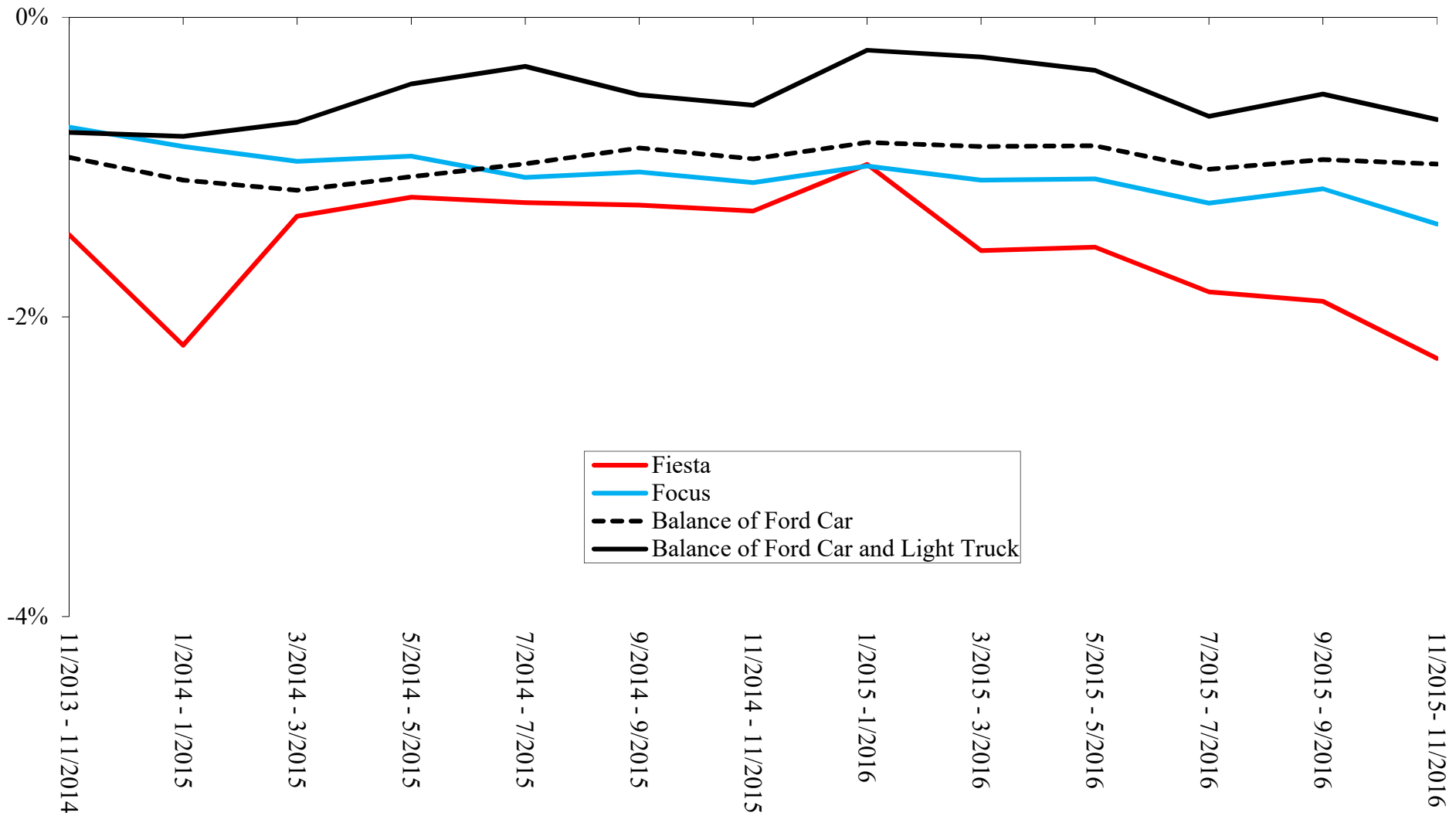
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SOURCE: The Fontana Group, Inc.
DATA: VMR International, 11/2013 - 11/2016.

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**2014 Model Year Ford Fiesta, Ford Focus, and Balance of Ford
Average Condition Retail Average Monthly Depreciation Rates
Ontario South
11/2014 - 11/2016 Rolling 12 Months**

