

DPS6 Appellate Arbitration Rules (based on JAMS Appellate Arbitration Rules):

**The parties hereby agree to the following Appeal Procedures:**

(a) These Appeal Procedures supplement (1) the parties' Settlement Agreement, as amended, and (2) the Guide and Revised Rules for Arbitration for the Consumer Arbitration Program for Ford Motor Company PowerShift DPS6 Transmission. The Settlement Agreement and the Guide and Revised Rules for Arbitration apply to all Arbitration claims submitted by Class Members, and in the event of a conflict between those documents and these Appeal Procedures, the Settlement Agreement and Guide and Revised Rules for Arbitration shall control.

(b) The Appeal Panel will consist of one neutral member. Upon the filing of an Appeal in accordance with (c)(i) below, the Case Manager will recommend to the Parties an Appeal Panel and will make any disclosures that are mandated by applicable law regarding the candidates for the Panel. The Case Manager will seek the agreement of the Parties as to the selection of the Appeal Panel members. If the Parties do not agree on the composition of the Appeal Panel within seven (7) calendar days of having received the Case Manager recommendation for the Appeal Panel, the Case Manager will appoint an Appeal Panel.

(c) The Procedure for filing and arguing an Appeal is as follows:

(i) The Parties' ability to Appeal an Arbitration Award is determined by the Settlement Agreement and Arbitration Rules. The Appeal must be served, in writing, to the Case Manager and on the opposing Party(ies) within thirty (30) calendar days after the Award has become final.

(ii) The record on Appeal will consist of the complete Case File from CAP-Motors, including any correspondence in the Case Management Platform, any independent vehicle inspection report, and any record of the Arbitration Hearing and all exhibits, deposition transcripts and affidavits that have been accepted into the record of the Arbitration Hearing by the Arbitrator(s). The Parties will cooperate with the Case Manager in compiling the record on Appeal, and the Case Manager will provide the record to the Appeal Panel. No evidence not previously accepted by the Arbitrator(s) will be considered by the Appeal Panel.

(iii) The Parties may elect to rely on the memoranda or briefs previously submitted to the Arbitrator(s). In the absence of such election, the Case Manager will obtain the agreement of the Parties on a briefing schedule.

If no agreement is reached, the Case Manager will set the briefing schedule. Ordinarily, only opening briefs (of no more than 25 double-spaced pages) will be allowed. The briefs may be in the form of a letter.

(iv) The Appeal Panel will conduct an oral argument if all Parties request such argument, or may conduct oral argument on its own initiative.

If there are to be oral arguments, the Case Manager will obtain the agreement of the Parties on both the date of such argument and the duration, including the allocation of time. In the absence of agreement, the Appeal Panel will set the date and duration of the oral argument, including the allocation of time. All oral arguments shall be held via telephone or video

remote technology and shall not be held in person.

(v) All fees for the original arbitration must be paid in full by the Appellant before an Appeal will be scheduled.

(d) The Appeal Panel will apply the same standard of review that the first-level appellate court in the jurisdiction would apply to an appeal from the trial court decision. The Appeal Panel will respect the evidentiary standard set forth in Rule 22(d) of the JAMS Comprehensive Arbitration Rules. The Panel may affirm, reverse or modify an Award.

The Panel may not remand to the original Arbitrator(s) but may re-open the record in order to review evidence that had been improperly excluded by the Arbitrator(s), or evidence that is now necessary in light of the Panel's interpretation of the relevant substantive law. Absent good cause for an extension, the Panel will issue the decision within twenty-one (21) calendar days of the date of either oral argument, the receipt of the new evidence or receipt of the record and of all briefs, whichever is applicable or later. The Panel's decision will consist of a concise written explanation, unless all Parties agree otherwise.

(e) If a Party refuses to participate in the Appeal after having agreed to do so, the Appeal Panel will maintain jurisdiction over the Appeal and will consider the Appeal as if all Parties were participating, including retaining the authority to modify any Award or element of an Award that had previously been entered in favor of the non-participating Party, assuming it believes that the record, after application of the appropriate standard of Appeal, justifies such action.

(e) After the Appeal Panel has rendered a decision, and provided the Parties have paid all JAMS fees in full, JAMS will issue the decision by serving copies on the Parties. Service will be deemed effective five (5) calendar days after deposit in the U.S. Mail. Upon service of the Appeal Panel decision, the Award will be final for purposes of judicial review.