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October 2, 2026

VIA ECF

The Honorable Richard G. Andrews
J. Caleb Boggs Federal Building
844 N. King Street
Unit 9, Room 6325
Wilmington, DE 19801

Re: *Provo v Ford Motor Company*, No. 1:25-cv-00569-RGA (D. Del.)

Dear Judge Andrews,

Plaintiffs Michele Provo and Susan Cherwa and Defendant Ford Motor Company (the “Parties”) submit this joint letter regarding the class wide settlement memorialized in a Settlement Agreement (D.I. 31-1) and preliminarily approved by this Court on June 17, 2026 (D.I. 37) (“PA Order”).

The Settlement Agreement contains only one reference to the method of payment: section II.A on page 11 specifies that approved claimants will be “paid via payment card to the payee and address provided with the claims submission.” D.I. 31-1 at § II.A., p. 11. The parties wish to amend the settlement agreement to change that single payment reference, as follows:

“Members of the Settlement Class who submit a valid and approved claim will receive Six Thousand and 00/00 Dollars (\$6,000.00), paid via check to the payee and address provided with the claim submission.”

The Parties have attached the “First Amendment to Settlement Agreement” setting forth the above change. The Parties note that this change does not affect the class notices or any deadlines in the Settlement Agreement or this Court’s PA Order.

If there is additional information that the Court would like the Parties to provide, we are happy to do so.

Respectfully submitted,

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/s/ Russell D. Paul

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

MICHELE PROVO and SUSAN	:	
CHERWA, on behalf of themselves and	:	C.A. NO.: 1:25-cv-00569-RGA
all others similarly situated,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
FORD MOTOR COMPANY,	:	
	:	
Defendant.	:	

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment to Settlement Agreement (“Amendment”) is entered on September 22, 2026, by and among named plaintiffs Michele Provo and Susan Cherwa (the “Named Plaintiffs”) and defendant Ford Motor Company (“Ford”), by and through their respective counsel (together, the “Settling Parties”).

RECITALS

WHEREAS the Stipulation and Agreement of Settlement dated April 29, 2026 (the “Settlement Agreement”) contemplated payment of settlement consideration via payment cards for valid and approved claims;

WHEREAS the financial institution the Settling Parties agreed to use as payment card issuer thereafter provided notice that it would be terminating its payment card business prior to the Fairness Hearing, and thus prior to any remittance of settlement consideration in this case; and

WHEREAS the Settling Parties have agreed to amend the Settlement Agreement to provide instead for payment via checks issued by the Settlement Administrator;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, subject to the approval of the Court, that Settlement Agreement be amended as follows:

1. Section II.A of the Settlement Agreement is amended solely to eliminate the reference to payment via “payment card” and replace it with payment via “check.”

2. Except for the amendment expressly set forth above, the Settlement Agreement remains unchanged and in full force and effect. This Amendment constitutes the entire agreement and understanding among the Settling Parties regarding this Amendment and may be executed in one or more counterparts, each of which shall be deemed an original as against any party who has signed it, and all of which shall be deemed a single agreement.

[signatures follow]

IN WITNESS HEREOF, the Settling Parties have caused this Amendment to be executed
as of September 22, 2026.

ON BEHALF OF FORD MOTOR COMPANY

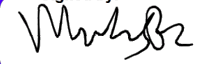
Signed by:


AA431E/C014B9457
LUIS E. GOMEZ
Lead Counsel, Class Actions
Ford Motor Company

Sep-21-2026

DATE

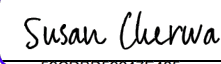
PLAINTIFFS

Signed by:


97E50587/E58A412
MICHELE PROVO

9/22/2026

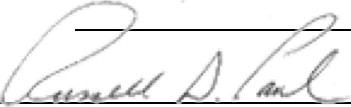
DATE

Signed by:


59CDBD59647/E485
SUSAN CHERWA

9/22/2026

DATE



RUSSELL D. PAUL
Berger Montague PC

9/22/2026

DATE



CODY PADGETT
Capstone Law APC

9/22/2026

DATE

Counsel for Plaintiffs and the Settlement Class