

SETTLEMENT AGREEMENT AND RELEASE

This Stipulation and Agreement of Settlement (“Settlement Agreement” or “Settlement”) is entered into by and among the named Plaintiffs Arlene Moran and Alfonso Moran (hereinafter the “Named Plaintiffs”, or “Class Representatives” or “Plaintiffs”), and Defendant, FCA US LLC (hereinafter “Defendant” or “FCA US”), by and through their respective counsel.

RECITALS

WHEREAS, on or about December 30, 2017, an action entitled *Wildin et al. v. FCA US LLC* was filed in the United States District Court for the Southern District of California, with case number 3:17cv2594.

WHEREAS, on or about October 15, 2018, the action was retitled *Moran et al. v. FCA US LLC* with the filing of a Second Amended Complaint in the United States District Court for the Southern District of California, with case number 3:17cv2594 (“*Moran*”);

WHEREAS, the *Moran* complaint alleged causes of action against FCA US for violating California’s consumer protection laws, and breach of implied warranty under the Song-Beverly Consumer Warranty Act. The complaint alleged that certain defects in 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission caused the Class Vehicles to suddenly lose power, shut off, or stall without warning. In the Complaint, Plaintiffs sought certification of a nationwide class of owners and lessees of 2017-2021 Chrysler Pacificas;

WHEREAS, the Settling Parties engaged in significant discovery, including review of voluminous documents and related databases produced by FCA US; numerous written

discovery requests; the depositions of six (6) FCA US personnel; the deposition of all of the Named Plaintiffs; the deposition of all of Plaintiffs' expert witnesses;

WHEREAS, Class Counsel conducted a thorough investigation and evaluation of the facts and law relating to the claims asserted to determine how best to serve the interests of the Named Plaintiffs and the Class;

WHEREAS, counsel for the Settling Parties conducted extensive arm's-length negotiations, including four (4) sessions in which Magistrate Judge Allison H. Goddard participated as a mediator regarding the substance and procedure of a possible class settlement prior to entering into this Settlement Agreement;

WHEREAS, the Plaintiffs, as well as Class Counsel, believe the Released Claims have merit. The Plaintiffs and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Released Claims against FCA US through trial and appeals, and the importance of providing timely relief to Class Members whose vehicles are aging. The Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Plaintiffs and Class Counsel are mindful of the burdens of proof under, and possible defenses to, the Released Claims. The Plaintiffs and Class Counsel believe that the proposed Settlement confers substantial benefits upon the Class. Based on their evaluation of all of these factors, the Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of the Class and represents a fair, reasonable, and adequate resolution of the Litigation; and

WHEREAS, FCA US denies any liability to the Plaintiffs and the Class. FCA US has taken thorough discovery concerning the claims asserted by the Plaintiffs and believes it has meritorious defenses to all of the claims raised in this Litigation. Nevertheless, FCA US recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Litigation through trial and appeals. In agreeing to enter into this Settlement, FCA US also has taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties that, subject to approval of the Court, the Litigation and Released Claims shall be fully and finally compromised, settled, and released, and that the Litigation will be dismissed with prejudice subject to and upon the terms and conditions described below.

I. DEFINITIONS

In addition to words and terms defined elsewhere in this Stipulation and Agreement of Settlement, the following words and terms shall have the definitions stated in this Article

A. “Action” or “Litigation”

“Action,” or “Litigation” means *Moran et al. v. FCA US LLC*, Case No. 3:17cv2594.

B. “Approval Date”

“Approval Date” means the date on which the Court issues the Final Order and Judgment described in Section III.F, below.

C. “Arbitration Claimant”

“Arbitration Claimant” refers to any Class Member who has filed a claim with the Arbitrator as part of the Arbitration Program provided by this Settlement.

D. “Arbitration Administrator” and “Appellate Arbitration Administrator”

“Arbitration Administrator” means the company retained by FCA US and approved by Class Counsel to administer the Arbitration Program established by this Settlement.

“Appellate Arbitration Administrator” means the company retained by FCA US and approved by Class Counsel to administer the Appellate Arbitration Program established by this Settlement. Initially, the Arbitration Administrator shall be DeMars & Associates and the Appellate Arbitration Administrator shall be JAMS. FCA US may retain other companies to perform the services initially provided by DeMars & Associates or by JAMS with the agreement of Class Counsel, or, absent agreement, with the approval of the Court upon a showing of good cause.

E. “Arbitration Program” and “Appellate Arbitration Program”

“Arbitration Program” means the arbitration program created by this Settlement and operated by the Arbitration Administrator. “Appellate Arbitration Program” means the appellate arbitration program created by this Settlement and presided over by arbitrators affiliated with the Appellate Arbitration Administrator.

F. “Arbitrator” and “Appellate Arbitrator.”

“Arbitrator” means an arbitrator affiliated with the Arbitration Administrator that presides over an arbitration under the Arbitration Program. “Appellate Arbitrator” means an arbitrator affiliated with the Appellate Arbitration Administrator that presides over an appeal of an arbitration award relating to a Vehicle Repurchase.

G. “Claim Form”

“Claim Form” means the document a Class Member may submit to the Claims Administrator to seek relief under Sections II.C and II.L of this Settlement Agreement.

H. “Claimant”

“Claimant” means a Class Member who has completed and submitted a Claim Form.

I. “Claims Administrator”

“Claims Administrator” shall mean CPT Group, except that after the Effective Date FCA US may retain a different Claims Administrator with the agreement of Class Counsel or, absent agreement, with approval of the Court on a showing of good cause.

J. “Class Counsel”

“Class Counsel” means Capstone Law APC (“Capstone”).

K. “Class Notice,” “Short Form Class Notice,” “Long Form Class Notice,” “Publication Notice”

“Short Form Class Notice” means the notice of Settlement that will be mailed to the “Settlement Class Members,” as defined herein, in substantially the same form as Exhibit A. “Long Form Class Notice” means the notice of Settlement that will be posted on the Settlement Website in substantially the same form as Exhibit B. “Class Notice” means the Short Form Class Notice and the Long Form Class Notice, separately or collectively. “Publication Notice” means a 1/8 page ad in the Marketplace/Legal Notice Section of USA Today that will be in substantially the same form as Exhibit C.

L. “Class,” “Class Members,” or “Settlement Class Members”

“Class,” “Class Members,” or “Settlement Class Members” means, for the purposes of the Settlement only, all current residents of the United States (including territories of the United States) who, prior to the Preliminary Approval Date, purchased or leased new 2017-

2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission that were originally sold in the United States (including territories of the United States). The class definition also expressly excludes (1) all owners or lessees of Class Vehicles who have filed and served litigation against FCA US LLC asserting problems with stalling in Class Vehicles that was pending as of the Notice Date and who do not dismiss their actions before final judgment and affirmatively elect to opt-in to the Settlement. However, Owners or lessees of Class Vehicles who dismiss such litigation and affirmatively opt-in to the Settlement shall be members of the Class for all purposes; (2) FCA US LLC's officers, directors, employees, affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors, and employees; and FCA US LLC Dealers and FCA US LLC Dealers' officers and directors; (3) judicial officers assigned to the Action and their immediate family members, and any judicial officers who may hear an appeal on this matter; (4) all entities and natural persons who have previously executed and delivered to FCA US LLC releases of their claims based on stalling in the Class Vehicles; (5) all parties to litigation against FCA US LLC alleging stalling in Class Vehicles in which final judgment has been entered; and (6) all those otherwise in the Class who timely and properly exclude themselves from the Class as provided in the Settlement.

M. "Court"

"Court" means the United States District Court for the Southern District of California.

N. "Class Vehicles"

“Class Vehicles” or a “Class Vehicle” means 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission that were sold in the United States (including United States territories).

O. “Defendant” or “FCA US”

“Defendant” or “FCA US” means FCA US LLC.

P. “Effective Date of Settlement” or “Effective Date”

“Effective Date of Settlement” or “Effective Date” means the first business day after: (1) the Court enters the Final Order and Judgment, in all material respects similar to the form attached hereto as Exhibit E; and (2) all appellate rights with respect to the Final Order and Judgment have expired or have been exhausted in such a manner as to affirm the Final Order and Judgment. If any appeal has been taken from the Final Approval Order within thirty calendar days of entry, the “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for a writ of certiorari or any other form of review, have been fully disposed of in a manner that affirms the Final Approval Order. An appeal that challenges only attorneys fees, costs, or service awards shall extend the Effective Date only with respect to such attorneys fees, costs, or service awards.

Q. “Fairness Hearing”

The “Fairness Hearing” means the final hearing, held after the Preliminary Approval Order is issued, in which the Court will determine whether this Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether the proposed Final Order and Judgment should be entered, and if so, to determine the amount of attorneys’ fees and costs to be awarded to Class Counsel.

R. “FCA Dealer” or “Dealer”

“FCA Dealer” or “Dealer” means any dealer authorized by FCA US to sell, lease, and/or service FCA US vehicles located in the United States (including territories of the United States).

S.

T. “Named Plaintiffs”

“Named Plaintiffs” means the individuals who are identified as plaintiffs in the Action.

U. “Notice Date”

“Notice Date” means seven calendar days after the date on which the initial mailing of the Short Form Class Notice to all Class Members is complete.

V. “Operative Complaint”

“Operative Complaint” means the Second Amended Complaint filed on October 15, 2018, in *Moran v. FCA US LLC*.

W. “Preliminary Approval Date”

“Preliminary Approval Date” means the date on which the Court issues the Preliminary Approval Order described in Section III.A below in a form substantially the same as Exhibit D.

X. “Proof of Ownership”

“Proof of Ownership” means documentation establishing that the Class Member owned or leased the Class Vehicle at the time of each repair forming the basis for a claim under Section II.C and/or II.L. “Proof of Ownership” shall be established through one of the following three methods:

1. All repair records submitted in support of the claim identify the same Class Member as the person requesting the repairs; OR
2. Submission of (a) vehicle title, vehicle purchase agreement, or vehicle lease agreement that identifies the Class Member as the vehicle owner, purchaser, or lessee at the time of the first repair that forms the basis of the claim, AND (b) vehicle registration identifying the same Class Member as the vehicle owner as of the date of the latest repair that forms the basis of the claim (or as of a later date); OR
3. For each repair that forms the basis for the claim, submission of either (a) a repair record that identifies the same Class Member as the person who requested the repair, OR (b) a vehicle registration that identifies the same Class Member as the vehicle owner as of the date of each repair.

Y. “Released Claims”

“Released Claims” means any and all claims, demands, actions, causes of action, and suits based in whole or in part on alleged defects in the Class Vehicles that may cause stalling, including but not limited to express and implied warranty, consumer protection, unjust enrichment, claims for violations of the Consumers Legal Remedies Act, Cal. Civ. Code section 1750 *et seq.*, and lemon law claims, excluding personal injury and wrongful death claims, and excluding claims for damage to property other than Class Vehicles. “Released Claims” also includes all other claims, demands, actions, causes of action of any nature whatsoever, including, but not limited to, any claim for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, warranty and equitable claims), and also including Unknown Claims (as defined below) that could be asserted by the Class Members against the Released Parties in the Litigation, or in any other complaint, action, or litigation in any other court or forum, based upon alleged defects in the Class Vehicles that may cause stalling, excluding personal injury and wrongful death claims and claims for damage to property other than Class Vehicles.

Z. Released Parties

“Released Parties” means FCA US, FCA Dealers, their past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, underwriters, insurers, coinsurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders.

AA. “Service Visit”

“Service Visit” means a trip taken by a Class Member to an FCA Dealer within 5 years/60,000 miles of delivery of the Class Vehicle to the first retail customer, whichever occurs first, to inspect and/or repair a problem related to the Crankshaft Position Sensor in a Class Vehicle. If a Class Member makes more than one trip to the FCA Dealer to address the same complained-about problem, each trip will count as a separate Service Visit. However, if the subsequent trips are to install components that were ordered during the initial visit, all trips will count as a single Service Visit.

BB. “Settlement” or “Class Action Settlement”

“Settlement” means the settlement contemplated by this Stipulation and Agreement of Settlement.

CC. “Settlement Agreement”

“Settlement Agreement” means this Stipulation and Agreement of Settlement.

DD. “Settlement Website”

“Settlement Website” means the public website that will provide information and key filings regarding the Class Action Settlement, including FAQs and other materials educating Class Members on the content of the settlement and the approval process, and

that will, after the Approval Date, allow a Class Member to complete and submit an online Claim Form to the Claims Administrator and to obtain a description of the remedies available to the Class.

EE. “Settling Parties”

“Settling Parties” means Named Plaintiffs and FCA US.

FF. “Unknown Claims”

“Unknown Claims” means any and all Released Claims that any Class Member does not know to exist against any of the Released Parties and that, if known, might have affected his or her decision to enter into or to be bound by the terms of this Settlement. The Plaintiffs and Class Members acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, that may exist now, which may have already existed, or which may hereafter exist, based upon the alleged defect in the Class Vehicles as described in Operative Complaint, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties. The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law by the Plaintiffs and the Class Members of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

GG. “Vehicle Repurchase”

“Vehicle Repurchase” means the repurchase or replacement by FCA US of a Class Vehicle owned or leased by a Class Member. The choice of whether to repurchase or replace shall be at the Class Member’s sole discretion.

II. SETTLEMENT CONSIDERATION

In consideration for the Release provided for by the Settlement and for dismissal of the Litigation with prejudice, under the terms of this Settlement Agreement, FCA US agrees to provide consideration to the Class Members as follows:

A. Notice of Class Settlement

FCA US agrees to pay all expenses in connection with a notice program on the terms provided in Section III.

B. Warranty Coverage

FCA US LLC shall agree to extend coverage for repair or replacement of engine crankshaft synchronization sensors under FCA US LLC’s Powertrain Limited Warranty, which extends five (5) years from the date of a Class Member’s purchase or lease of a Class Vehicle, or until that vehicle has an odometer reading of 60,000 miles, whichever occurs first (the “Class Vehicle Warranty Coverage”).

C. Reimbursement of Class Member Costs

FCA US LLC shall reimburse Class Members for their out-of-pocket costs paid to repair their Class Vehicle’s crankshaft position sensors if the Class Members purchased or leased their Class Vehicles more than five (5) years before the Effective Date of Settlement and before the Class Vehicle reached 60,000 miles. Class Members must submit Proof of

Ownership and Claim Forms to the Claims Administrator within 180 days of the Effective Date of Settlement.

D. Certification of Parts Used in Future Repairs

FCA US LLC shall certify that all replacement crankshaft position sensors installed from the date of Final Settlement Approval are Part Number 68079375AD, or a subsequent iteration.

E. Timing and Submission of Claims Under Section II.C

1. FCA US shall pay all claims that the Claims Administrator approves and finds to be timely submitted. In addition to email copies of Claim Forms and hardcopy Claim Forms, which may be submitted by mail to the Claims Administrator, the Settlement Website shall be designed to permit the submission of claims electronically. The electronic claim submission process shall include the use of a unique claim number for each Class Member to whom notice is mailed. Once the unique claim number is entered by a Class Member via the electronic claim submission process, portions of the electronic Claim Form shall be automatically completed with the Class Member's name and Vehicle Identification Number ("VIN") based upon information previously obtained by the Claims Administrator from FCA US and/or R.L. Polk & Co.

2. Claims for cash payments under Section II.C cannot be submitted prior to the Approval Date. Claim forms will not be made available until the Approval Date.

3. Claims for cash payments under Section II.C, along with supporting documentation, must be submitted online or postmarked within 180 days of the

Approval Date. Neither the Claims Administrator nor FCA US shall have any obligation to pay any claims pursuant to Section II.C that are not timely submitted.

F. Content of and Support for Claims Submitted Pursuant to Section II.C

1. Claims for benefits under Section II.C must include repair orders, receipts, other documentation from an FCA US Dealership, or state vehicle inspection reports (or some combination thereof) sufficient to establish the repair or replacement of the Class Vehicle's crankshaft position sensor on which the claim is based. These documents must also include all of the following information:

- a. The Vehicle Identification Number ("VIN") of the vehicle on which the repair or replacement of the crankshaft position sensor was performed;
- b. The name and address of the FCA Dealer that performed the repair or replacement of the Class Vehicle's crankshaft position sensor;
- c. Whether the repair or replacement of the Class Vehicle's crankshaft position sensor was performed on the Class Vehicle more than five (5) years before the Approval Date, and whether the vehicle had been driven 60,000 miles or fewer on the date of the repair or replacement of the Class Vehicle's crankshaft position sensor;
- d. A description of the services rendered and parts provided.

2. Claims must also include documentation demonstrating the Class Member's Proof of Ownership at the time of each repair or replacement of the Class Vehicle's crankshaft position sensor on which the claim is based.
3. Claims must also include a declaration signed under penalty of perjury by the Class Member that attests to and affirms the authenticity of the documentation provided to support the claim and states that the Class Member actually owned or leased the Class Vehicle at the time of each repair or replacement of the Class Vehicle's crankshaft position sensor on which the claim is based.

G. Rejected Claims and Claim Investigation

The Claims Administrator may reject any claim submitted pursuant to Section II.C that does not include the required information and documentation specified above. The Claims Administrator may investigate any claim, including by requesting further documentation when necessary in order to determine whether the claim should be approved. If the Claims Administrator rejects the claim, it will advise the Class Member of the reason for the rejection (e.g., missing information, ineligibility for a payment or discount certificate, etc.). If the claim is rejected due to missing information and the original claim was submitted by the applicable deadline noted above, the Claims Administrator will give the Class Member one opportunity to resubmit the claim within 30 days with additional information.

H. Inadvertent Submissions

In the event that a Class Member inadvertently submits a claim to the Claims Administrator that pursuant to this agreement is within the jurisdiction of the Arbitration

Administrator, the Claims Administrator shall provide notice to the Claimant of the inadvertent submission and provide the claim directly to the Arbitration Administrator on the Class Member's behalf, as long as the claim was timely submitted to the Claims Administrator and the Class Member complied with the notice requirements set forth in Section II.L.1.c-d, below. Any inadvertent submission made within the applicable arbitration deadlines shall be considered timely submitted.

K. Approved Claims

Approved claims for cash payments will be paid by prepaid card, which will be issued subject to Terms and Conditions substantially similar to those attached as Exhibit F. Any unused balance on a prepaid card will be issued to the owner via check after six months of issuance of the prepaid card.

L. The Arbitration Program

Class Members may pursue binding arbitration for claims seeking a Vehicle Repurchase based in whole or in part on alleged defects the Class Vehicles relating to stalling under the terms described below. The arbitrator shall follow the rules of arbitration attached as Exhibit G. Except as specifically noted below, FCA US shall bear all costs and fees associated with the Arbitration program, irrespective of whether the Arbitration Claimant prevails in the Arbitration. No appeals from the Arbitrator's decisions and no requests for judicial review shall be allowed except as permitted by this Settlement.

1. Claims for Vehicle Repurchase

Class Members are entitled to binding arbitration of claims for Vehicle Repurchases based in whole or in part on alleged defects in the Class Vehicles that cause stalling, subject to the following terms and conditions:

a. Applicable Law

Except as modified by Sections II.L.1.b-h and Section II.L.2 and II.L.3, the Arbitrator shall apply the lemon law of the state where the Arbitration Claimant took delivery of the vehicle and shall award a Vehicle Repurchase if, considering the stalling, a Vehicle Repurchase is required by applicable lemon law.

b. Final Repair Attempt

FCA US must be given a final opportunity to repair the Class Vehicle, free of charge to the Class Member.

c. Requests for Arbitration by Class Members Who Have Sold Class Vehicles or Returned Leased Class Vehicles

Class Members who, prior to the Approval Date, have sold their Class Vehicle or returned leased Class Vehicles will only be entitled to arbitration of claims for Vehicle Repurchases based in whole or in part on alleged defects that cause stalling in those Class Vehicles if (1) the lemon law of the state where the Arbitration Claimant took delivery of the vehicle allows vehicle owners or lessees to pursue Vehicle Repurchase claims after they have sold or returned their vehicles; and (2) the request for Arbitration is filed before the expiration of the applicable state statute of limitations for such a claim, or 180 days after the Approval Date, whichever is earlier.

Class Members who sell Class Vehicles or return leased Class Vehicles on or after the Approval Date will only be entitled to arbitration of claims for Vehicle Repurchases based in whole or in part on alleged defects that cause stalling in those Class Vehicles if (1) the lemon law of the state where the Arbitration Claimant took delivery of the vehicle allows vehicle owners or lessees to pursue Vehicle Repurchase claims after they have sold

or returned their vehicles; and (2) the request for Arbitration is filed before the expiration of the applicable state statute of limitations for such a claim or 180 days after the date on which the Class Member sold or returned the Class Vehicle, whichever is earlier.

d. Extension of Statute of Limitations For Class Members Who Still Own or Lease Class Vehicles At The Time Of An Arbitration Hearing

Regardless of the applicable state law governing the claims of an Arbitration Claimant who still owns or leases a Class Vehicle as of the time of an Arbitration Hearing, the Statute of Limitations for a Vehicle Repurchase claim brought by such a Claimant that is based in whole or in part on alleged defects that cause stalling in the Class Vehicle shall be five (5) years after delivery of the Class Vehicle to the first retail purchaser, or 180 days after the Approval Date, whichever is later.

e. Repurchase Amount

If the Arbitrator determines that a Vehicle Repurchase is required by the applicable lemon law, the Arbitrator shall award repurchase or replacement according to the terms of state law. .

f. Arbitration Appeal

The Arbitrator's decision with respect to a Vehicle Repurchase shall be final and binding with no right of appeal by FCA US. However, Arbitration Claimants who do not prevail on a claim for a Vehicle Repurchase are entitled to appeal the Arbitrator's award to an Appellate Arbitrator. The Arbitration Claimant seeking appeal must advance the entire cost of the appeal proceeding as set by the Appellate Arbitration Administrator. If the Arbitration Claimant prevails on appeal, FCA US shall reimburse all fees and costs charged

by the Appellate Arbitration Administrator. The Arbitration Claimant shall not be entitled to reimbursement of fees and costs if FCA US prevails on appeal. No other appeals or requests for judicial review shall be allowed.

g. Attorney Fees

An Arbitrator may award reasonable attorneys' fees incurred in pursuing a claim for a Vehicle Repurchase to an Arbitration Claimant who prevails on such a claim. Fees awarded shall be reasonable and shall not exceed \$5,000 total, including any attorneys' fees incurred during the initial arbitration and any Arbitration Appeal. If a Class Member and FCA US settle a claim for a Vehicle Repurchase no later than ten (10) calendar days before the Claim is brought to Arbitration, then the Class Member may recover up to \$1,500 in attorneys' fees. No fees may be awarded for pursuing or prevailing on any claims other than Vehicle Repurchase claims.

2. Claims Alleging Breach of New Vehicle Limited Warranty, or Extensions Thereof

Class Members who do not qualify for a Vehicle Repurchase but claim a breach of FCA US's New Vehicle Limited Warranty, or any extensions of that warranty, based in whole or in part on stalling in Class Vehicles may submit these claims to the Arbitrator. If a breach is established, the Arbitrator may, as appropriate, order a repair, or reimbursement for any amounts paid by the Class Member for a repair. No other relief may be awarded under this section. Such claims must be filed within the statute of limitations for express warranty claims established by the law of the state where Class Members purchased their vehicles. The Arbitrator may not award attorney fees for pursuing a claim for breach of FCA US's New Vehicle Limited Warranty or any extension of that warranty.

3. Civil Penalties and Punitive Damages

Notwithstanding any provision of state law to the contrary, the Arbitrator may not award civil penalties or punitive damages to any Arbitration Claimant.

4. Notice

To file any arbitration claim, Class Members must first give direct notice to FCA US of their intent to proceed to arbitration and the nature of the claim(s) they intend to pursue in arbitration. This notice must be given at least ten days before the filing of an arbitration claim. Notice may be given via telephone at the claim administrator's toll-free number which shall be acquired prior to notice being disseminated or through the Settlement website. During this ten-day period, FCA US may contact the Class Member, or, if the Class Member is represented, the Class Member's counsel, in an attempt to resolve the matter. If a Class Member accepts monetary compensation offered by FCA US in an attempt to resolve the matter, the amount of that compensation shall be deducted from any award later ordered by the Arbitrator.

M. Administration of the Settlement

FCA US will retain the Claims Administrator to administer the program described above and will bear all costs and expenses related to the administration of the Settlement.

Promptly after the Preliminary Approval Date and prior to mailing the Short Form Class Notice, the Claims Administrator will establish a Settlement Website and a toll-free telephone number to provide information to Class Members concerning the settlement, including, but not limited to, relevant Settlement deadlines and dates, the Long Form Class Notice, Claim Forms (when available), administration of the claim process, the status of the Settlement approval process, and applicable Settlement deadlines. The Settlement

Website shall permit Class Members to submit their claims electronically beginning shortly after the Approval Date, although the Claims Administrator will not begin reviewing and processing claims until after the Effective Date. The Claims Administrator shall also establish a toll-free telephone number that Class Members may call for information and a mailing address to which Class Members can send Claim Forms. The Claims Administrator shall also make arrangements for the Publication Notice.

The Claims Administrator shall provide regular updates to Class Counsel and FCA US concerning the number of claims received by the Claims Administrator, the number of claims reviewed by the Claims Administrator, the number of approval letters sent and the value of each approved claim, the total dollar amount of claims approved, the number of denial letters sent and the basis for each rejected claim, and the number of additional claims still undergoing processing. Class Counsel or FCA US may request information specific to one or more claims processed by the Claims Administrator to evaluate and assess the claim administration process or any concerns raised by a specific Class Member. The Claims Administrator shall provide Class Counsel and FCA US with the e-mail addresses and other contact information for Class Members who submit claims.

N. Attorneys' Fees and Expenses

FCA US will pay Plaintiffs' counsel reasonable attorneys' fees, costs and expenses as approved by the Court, separate and apart from the consideration flowing to the Class, not to exceed a total of \$835,000. Class Counsel will apply to the Court for an award of attorneys' fees and expenses to be paid by FCA US of no more than this amount, covering all legal services provided by Capstone Law APC in the past and future to Plaintiffs and the Class Members in connection with the Litigation, the Settlement of the Litigation, any

appeal in connection with the Settlement, and implementation of the Settlement Agreement (the “Fee and Expenses Application”), except for any fees awarded by Arbitrators pursuant to the Arbitration Program, which is separate from the requested attorneys’ fees and expenses identified here. FCA US will not oppose or comment on Class Counsel’s application for attorneys’ fees and expenses, provided that the application seeks no more than \$835,000 in attorneys’ fees and expenses combined. The Court will determine what amount of fees and expenses shall be awarded and issue an Order stating the amount of fees and expenses to be awarded. The amount of fees to be awarded shall be determined by California law in effect on the date this agreement is executed. The parties expressly agree that any change in the law regarding attorneys’ fees, including entitlement to fees or timing of payment, shall not affect application of this provision.

Any appeal of only the award of attorneys’ fees and costs will not affect the Parties’ and Claims Administrator’s obligations under the Order Granting Final Approval. This means that an appeal of only the attorneys’ fees and costs will not extend the Effective Date or otherwise delay implementation of any Settlement benefits.

Within 14 business days after the Effective Date of Settlement, FCA US shall pay the amount awarded by the Court for attorneys’ fees and expenses to Class Counsel.

Class Counsel must provide FCA US with a completed W-9 form. Any order or proceedings relating to the Fee and Expenses Application, or any appeal solely from an order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment Approving this Settlement Agreement.

O. Service Award for Named Plaintiffs

As part of their motion seeking final approval of the Settlement at the Fairness Hearing, Plaintiffs intend to seek service awards for the Class Representatives in the following amounts, subject to Court approval:

- 1) Arlene Moran: \$10,000
- 2) Alfonso Moran: \$10,000

Within 14 business days after the Effective Date of Settlement, FCA US will pay to the Claims Administrator the total amount of service awards approved by the Court. The Claims Administrator will distribute the amount to each Named Plaintiff in accordance with the Court's order.

III. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

In a reasonable time after the execution of this Settlement Agreement, counsel for Plaintiffs shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attaches as Exhibit D, which shall include, among other things, the following:

1. Preliminary certification under Federal Rule of Civil Procedure 23, for settlement purposes only, of the Class;
2. Preliminary approval of the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;
3. Approval of the Short Form Class Notice, the Long Form Class Notice, and the Publication Notice, containing the language contained in Exhibits A, B, and C, respectively, or materially the same language;

4. A direction to FCA US to distribute, at its expense, the Short Form Class Notice in the form approved by the Court to Class Members; a direction to FCA US to publish, at its expense, the Publication Notice in the form approved by the Court; a direction to the Claims Administrator to establish the Settlement Website as contemplated by this Settlement Agreement; a direction that each potential Class Member who wishes to be excluded from the Class must respond to the Class Notice in accordance with the instructions set forth in the Class Notice; a direction to each owner or lessee of a Class Vehicle with a pending lawsuit against FCA US alleging problems with stalling in a Class Vehicle in which final judgment has not yet been entered of the right to opt-in to the Settlement, and a direction that their opt-in forms must be received by the date set forth in the Preliminary Approval Order;
5. A finding that the Short Form Class Notice, the Long Form Class Notice, and the Publication Notice together constitute the best notice practicable under the circumstances, including individual notice to all Class Members who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to Class Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;
6. A direction that, pending final determination of the joint application for approval of this Settlement Agreement, all proceedings in this Litigation other than settlement approval proceedings shall be stayed;

7. A direction that any Class Member who has not properly and timely requested exclusion from the Class will be bound by the Final Order and Judgment;
8. The scheduling of a final hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether the proposed Final Order and Judgment should be entered (the “Fairness Hearing”);
9. A direction that the Claims Administrator shall tabulate communications from prospective Class Members asking to be excluded from the Class and shall report the names and addresses of such entities and natural persons to the Court and to the Parties no less than seven days before the Fairness Hearing;
10. A direction that Class Counsel shall file a Fee and Expense Application and Plaintiffs’ Service Award application approximately 14 days prior to the date set forth in the Preliminary Approval Order as the deadline for the objections; and that Class Counsel shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven days prior to the Fairness Hearing;
11. A direction that any Class Member who wishes to object to the proposed Settlement Agreement, the proposed Final Order and Judgment, and the Fee and Expense Application, and/or Plaintiffs’ Service Award must file and serve such objections no later than the date set forth in the Preliminary Approval Order, together with copies of all papers in

support of his/her/its position as provided in Section III.D.2 of the Settlement Agreement. The Long Form Class Notice shall state that the Court will not consider the objections of any Class Member who has not properly served copies of his/her/its objections on a timely basis or complied with the requirements of Section III.D.2 of the Settlement Agreement.

12. A provision ordering that all Class Members and their representatives who do not timely exclude themselves from the Settlement are preliminarily enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing, individually, as class members or otherwise, any lawsuit (including putative class action), arbitration, remediation, administrative or regulatory proceeding or order in any jurisdiction, asserting any claims based on alleged defects causing stalling.

B. Notice to Attorneys General

In compliance with the attorney general notification provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after the motion for Preliminary Approval Order is filed, FCA US shall provide notice of this proposed Settlement to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class Member resides. The notice will include: (1) a copy of the Operative Complaint; (2) a copy of this Settlement Agreement and its exhibits; and (3) a reasonable estimate of the number of class members in each state/territory and their percentage representation in the

Class. FCA US will provide copies of such notifications to Class Counsel at the time of their submission to the attorneys general.

C. Notice to Class Members

The Claims Administrator will mail, by first-class mail at FCA US's expense, the Short Form Class Notice containing the language in Exhibit A, and substantially the same form as in Exhibit A. As soon as is practicable after the preliminary approval of the Settlement, the Claims Administrator will obtain from FCA US and HIS Automotive (Formerly R.L. Polk) the name and last known address of each potential member of the Class. Class Counsel may request that, to the extent permitted by law, the information also shall be provided to Class Counsel, who agree to use the list for the limited purpose of informing Class members of the Settlement and their rights thereunder and for no other purpose. FCA US does not oppose this request. Prior to mailing the Short Form Class Notice, the last known address of potential Class Members will be checked and updated going back four years through the use of the National Change of Address Database. Thereafter, the Claims Administrator shall send a copy of the Short Form Class Notice shall include a claim number unique to the recipient. The Claims Administrator shall use its best efforts to complete the initial mailing of the Short Form Class Notice to potential Class Members within 75 days after the Preliminary Approval Date.

If any Short Form Class Notice mailed to any potential Class Member is returned to the Claims Administrator as undeliverable, then the Claims Administrator shall perform a reasonable search (e.g., the National Change of Address Database) for a more current name and/or address for the potential Class Member and (provided that a more current name and/or address can be found through such a search) re-send the returned the returned

Short Form Class Notice to the potential Class Member by first-class mail. In the event that any Short Form Class Notice mailed to a potential Class Member is returned as undeliverable a second time, then no further mailing shall be required. The Claims Administrator will promptly log each Short Form Class Notice that is returned as undeliverable and provides copies of the log to Class Counsel. The Claims Administrator shall cause, by the Notice Date, a one-time publication of the Publication Notice, substantially in the form attached as Exhibit C, to appear in the Marketplace/Legal Notice section of USA Today. Defendant shall bear the cost of the publication of the Publication Notice.

D. Response to Notice

1. Objection to Settlement

Any Class Member who intends to object to the fairness of the Settlement Agreement must, by the date specified in the preliminary Approval Order and recited in the Class Notice (which shall be no later than 60 days after the Notice Date) file any such objection with the Court and provide copies of the objections to the Claims Administrator at the address provided in the Short Form Class Notice. Upon receipt, the Claims Administrator shall promptly forward copies of all such objections to Class Counsel and counsel for FCA US. Any objection to the Settlement Agreement must be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the objection additionally must be signed by such counsel), and must include:

- a. The objector's full name, address, and telephone number;
- b. The model year, and vehicle identification number of the Class Member's Class Vehicle, along with proof that the objector has owned or leased a

Class Vehicle (e.g., a true copy of a vehicle title, registration, or license receipt);

- c. A written statement of all grounds for the objections accompanied by any legal support for such objection;
- d. Copies of any papers, briefs, or other documents upon which the objection is based;
- e. A list of all cases in which the objector and/or his or her counsel has filed or in any way participated in—financially or otherwise—objections to a class action settlement in the preceding five years;
- f. The name, address, email address, and telephone number of all attorneys representing the objector; and
- g. A statement indicating whether the objector and/or his or her counsel intends to appear at the Fairness Hearing, and if so, a list of all persons, if any, who will be called to testify in support of the objection.

Any member of the Class who does not file a timely written objection to the Settlement and notice of his or her intent to appear at the Fairness Hearing or who fails to otherwise comply with the requirements of this section, shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

2. Requests for Exclusion and Opt-ins

Any Class Member who wishes to be excluded from the Class must submit a request for exclusion (“Request for Exclusion”) to the Claims Administrator at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice (which shall be no later than 60 days after the Notice Date).

Class Members who wish to be excluded from the Class must do so with respect to all Class Vehicles they own(ed) or lease(d); Class Members may not exclude themselves from the Class with respect to some Class Vehicles and include themselves in the Class with respect to other Class Vehicles. To be effective, the Request for Exclusion must be sent via first-class U.S. Mail to the specified address and must:

- a. Include the Class Member's full name, address, and telephone number;
- b. Identify the model year, and vehicle identification number of the Class Member's Class Vehicle(s);
- c. Specifically and unambiguously state his/her/its desire to be excluded from the class in *Moran v. FCA US LLC*; and
- d. Be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the Request for Exclusion additionally must be signed by such counsel).

Any Class Member who fails to submit a timely and complete Request for Exclusion to the proper address shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. Any purported Request for Exclusion sent to such address that is ambiguous or internally inconsistent with respect to the Class Member's desire to be excluded from the Class will be deemed invalid unless determined otherwise by the Court. The Claims Administrator will receive purported Requests for Exclusion and will follow guidelines developed jointly by Class Counsel and FCA US's counsel for determining whether they meet the requirements of a Request for Exclusion. Any communications from Class Members (whether styled as an

exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Class Member meant to exclude himself/herself from the Class will be evaluated jointly by Class Counsel and FCA US's counsel, who will make a good faith evaluation, if possible. Any uncertainties about whether a Class Member is requesting exclusion from the Class will be resolved by the Court.

The Claims Administrator will maintain a list of all Requests for Exclusion, and shall report the names and addresses of all such entities and natural persons requesting exclusion to the Court, FCA US's counsel, and Class Counsel seven days prior to the Fairness Hearing, and the list of entities and natural persons deemed by the Court to have excluded themselves from the Class will be attached as an exhibit to the Final Order and Judgment.

The Claims Administrator will also maintain a list of all owners or lessees of Class Vehicles with lawsuits against FCA US alleging stalling in Class Vehicles pending on the Notice Date in which final judgment has not yet been entered who opt in to the Settlement.

E. Fairness Hearing

On the date set forth in the Preliminary Approval Order, which shall be approximately one month after the deadline for submitting objections and Requests for Exclusion, a Fairness Hearing will be held at which the Court will consider: (1) whether to finally certify the Settlement Class; (2) whether to approve the Settlement Agreement as fair, reasonable, and adequate; (3) whether to approve the application for a Service Award for the Named Plaintiffs; and (4) whether to approve Class Counsel's Fee and Expense Application.

F. Final Order and Judgment

If this Settlement Agreement is finally approved by the Court, a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) shall be entered substantially in the form of attached Exhibit E, as follows:

1. Certifying the Class solely for purposes of this Settlement Agreement;
2. Approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Class;
3. Declaring the Settlement Agreement to be binding on FCA US and the Plaintiffs, as well as all Members of the Class;
4. Dismissing the *Moran* action with prejudice;
5. Forever discharging the Released Parties from all Released Claims;
6. Indicating the amount of the Service Awards for the Named Plaintiffs;
7. Indicating the amount of attorneys' fees and expenses to be awarded to Class Counsel;
8. Providing that all Class Members who did not request exclusion from the Class shall be permanently enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action asserting the Released Claims in any court or before any tribunal; and
9. Providing that all Class Members who have not made their objections to the Settlement in the manner provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or otherwise.

G. Withdrawal from Settlement

Either party shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objections to the proposed Settlement are sustained and such objection results in changes to the agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);
2. Any attorney general is allowed to intervene in the action and such intervention results in changes to the agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);
3. The preliminary or final approval of the Settlement Agreement is modified and the withdrawing party makes a good faith determination that the modification (including any modification that increases the attorney fees or service award agreed to herein) is material and that the withdrawing party does not agree to the modification (e.g., because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement); and
4. Entry of the Final Order and Judgment described in this Settlement is reversed or substantially modified by an appellate court. However, a reversal or modification of an order awarding reasonable attorneys' fees and expenses shall not be a basis for withdrawal, provided that the amount of fees and expenses ultimately awarded does not exceed the amounts set forth in this Agreement.

FCA US shall, in addition, have the option to withdraw from this Settlement Agreement, and to render it null and void, if Class Members owning or leasing 30% or more of the Class Vehicles exclude themselves from the Settlement.

If any state or federal trial court sustains a collateral attack on this settlement, FCA US and Class Counsel shall cooperate in attempting to reverse that ruling on appeal. If that ruling is affirmed on appeal by a state appellate court or by a federal Circuit Court of Appeal, either party, at its option, may withdraw from this Agreement.

To withdraw from the Settlement Agreement under this Section, the withdrawing party must provide written notice to the other party's counsel and to the Court. In the event either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

H. Released Claims

1. Class Members' Claims

Upon the Effective Date of the Settlement, and except for the rights and entitlements created by this Settlement, including those under Section II herein, the Plaintiffs and each Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, released, waived, and discharged the Released Parties from his, her, or its Released Claims as defined above, except with respect to claims that qualify for the Arbitration Program. This release, and the rights and entitlements created by this Settlement, including those under Section II herein, will run with the vehicle if the Class Member sells the Class Vehicle.

2. Total Satisfaction of Released Claims

Any benefits offered or obtained pursuant to the Settlement Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Parties, the Benefits are sufficient and adequate consideration for each and every term of this Release, and this Release shall be irrevocably binding upon Class Representatives and Class Members who do not opt out of the Class.

3. Release Not Condition on Claim or Payment

The Release shall be effective with respect to all Class Members, regardless of whether those Class Members ultimately file a Claim or receive reimbursement under this Settlement Agreement.

5. Basis for Entering Release

Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the

Released parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and Release, and the legal effect of this Settlement Agreement and the Release. The representations and warranties made throughout the Settlement Agreement shall survive the execution of the Settlement Agreement and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.

I. Material Terms

Class Representatives and Class Counsel hereby agree and acknowledge that Section III.H was separately bargained for and constitutes a key, material term of the Settlement Agreement that shall be reflected in the Final Order.

J. Agreement to Cooperate to Effectuate Settlement

Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement. The persons signing this Settlement Agreement on behalf of each Party warrants that he/she is authorized to sign this Settlement Agreement on behalf of that Party.

The Parties and their respective counsel will cooperate with each other, act in good faith, and use their best efforts to effect the implementation of the Settlement Agreement and advance the Arbitration Program. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of

this Class Action Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of the Settlement Agreement and to minimize the costs and expenses incurred therein.

K. Modification of the Agreement

The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not limit the rights of Class Members under this Settlement Agreement.

IV. MISCELLANEOUS PROVISIONS

A. Class Certification

The Parties agree that for the purposes of this Settlement only, certification of the Class as defined above in Paragraph I.L is appropriate pursuant to Fed. R. Civ. P. 23.

B. Effect of Exhibits

The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

C. No Admission

This Settlement Agreement is for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of FCA US or any admissions by FCA US of any claim or allegation made in any action or proceeding against FCA US. If this Settlement Agreement is terminated and becomes null and void, the class action portions of this Settlement shall have no further force and effect with respect to any party to the Litigation and shall not be offered in evidence or used in the Litigation or any other proceeding. This Settlement Agreement shall not be offered or be admissible in evidence against FCA US or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Information provided by FCA US to the Plaintiffs and Class Counsel in connection with settlement negotiations is for settlement purposes only and shall not be used or disclosed for any other purposes whatsoever.

D. Return of Confidential Documents

Upon the Effective Date, all documents and information marked or designated as Confidential and all Protected Documents, as defined and subject to the Protective Order, signed by Magistrate Judge Mitchell D. Dembin on March 19, 2019, or any previous or subsequent protective order entered in this Litigation, shall be returned or disposed of within the time frame and according to the procedures set forth in the Protective Order.

E. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Settling Parties and supersedes all prior proposals, negotiations agreements, and

understandings relating to the subject matter of this Settlement Agreement. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person against whom enforcement of the Settlement Agreement is sought.

F. Counterparts

This Settlement Agreement 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.

G. Arm's-Length Negotiations

The Settling Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Settling Parties in entering into this Settlement Agreement. All Settling Parties have participated in the drafting of this agreement and it is not to be construed in favor of or against any of the Settling Parties.

H. Continuing Jurisdiction

The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including all Class Members, for the purpose of the administration, interpretation and enforcement of this Settlement Agreement.

I. Dispute Resolution

Any dispute between Class Counsel and FCA US regarding the interpretation of any provision of this agreement (other than those which the Settlement Agreement shall be resolved otherwise) shall be presented Magistrate Judge Alison H. Goddard, in her capacity as mediator, before it is presented to the Court.

J. Binding Effect of Settlement Agreement

This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties and their representatives, heirs, successors, and assigns.

K. Nullification

In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions if FCA US and Class Counsel, on behalf of the Settling Parties, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

L. Extensions of Time

The Settling Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

M. Service or Notice

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to FCA US or Class Counsel, such service or notice shall

be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Settling Parties in writing:

As to Plaintiffs: Tarek H. Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

As to FCA US: Fred J. Fresard
Ian K. Edwards
Klein Thomas & Lee
101 W. Big Beaver Rd.
Suite 1400
Troy, MI 48084

N. Authority to Execute Settlement Agreement

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed, by their duly authorized attorneys, as of August __, 2021

APPROVED AS TO FORM AND CONTENT:

ON BEHALF OF FCA US LLC



Fred J. Fresard
Klein Thomas & Lee
101 W. Big Beaver Rd.
Suite 1400
Troy, MI 48084
Date: October 11, 2021

Susan Allen


FCA US LLC
By: Susan Allen
Senior Staff Counsel
FCA US LLC

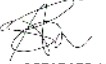
Date: October 11, 2021

ON BEHALF OF THE PLAINTIFFS



Tarek H. Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

DocuSigned by:

0558765D1254413... 1
Date: 10/8/2021

DocuSigned by:

0558765D1254416... an
Date: 10/7/2021