

OFFICIAL COURT-APPROVED LEGAL NOTICE  
UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA  
*Moran et al. v. FCA US LLC*, Case No. 3:17cv2594

**LONG FORM NOTICE OF CLASS ACTION SETTLEMENT  
CHRYSLER PACIFICA STALLING SETTLEMENT**

*A federal court authorized this Notice. This is not a solicitation from a lawyer. Please read this notice carefully; it affects your legal rights. This Notice is only a summary of the claims and benefits of the Settlement in the above-referenced litigation. More detailed information can be found at [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com).*

FCA US LLC (“FCA US”) has agreed to a proposed Settlement (“Settlement”) to resolve the case referenced above, relating to alleged stalling in certain Chrysler Pacifica vehicles. By agreeing to settle, FCA US does not admit any wrongdoing. The proposed Settlement will not become final unless and until it is approved by the Court following a Fairness Hearing to be held on February 15, 2023.

You are a member of a proposed Settlement Class (“Class Member”) if you are a past or current owner or lessee of a 2017-2021 Chrysler Pacifica vehicle equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission (“Class Vehicle”). Owners and lessees with pending lawsuits against FCA US based on alleged stalling in Class Vehicles are automatically excluded from participating in the Settlement, but if they dismiss their lawsuits before final judgment, they can choose to become class members by opting into the Settlement. Other exclusions apply, as discussed below in the “Understanding the Settlement” section.

You must decide now whether you want to be part of the proposed Settlement or whether you would like to exclude yourself from the proposed Settlement and preserve your right to sue FCA US individually for allegations of stalling in your Class Vehicle. If you decide to be part of the proposed Settlement, and if the Court approves the proposed Settlement, you will be entitled to the benefits described below. However, you will give up any right you may have, now or in the future, to sue FCA US based on alleged stalling in your Class Vehicle (except that you will retain your right to sue for personal injury or damage to property other than the Class Vehicle itself that you claim were caused by stalling in the Class Vehicle and the right to pursue arbitration against FCA US as described herein in the “Vehicle Repurchase or Vehicle Replacement” section). If you decide to exclude yourself from the Settlement, you will not be entitled to the benefits of the Settlement, but you will retain your right to sue FCA US individually for problems related to stalling you have with your Class Vehicle. Please read this Notice carefully before you make your decision. If you have any questions, please contact Class Counsel identified below or visit [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com).

**SETTLEMENT BENEFITS**

To decide whether you wish to be part of the Settlement, you should understand the benefits offered by the Settlement. These benefits are described in this section.

**1. Extended Powertrain Warranty**

In conjunction with this Settlement, FCA US has expanded its 5-year/60,000-mile powertrain warranty for the Class Vehicles to include the Crankshaft Position Sensor. Prior to the Settlement, the Crankshaft Position Sensor was only covered by the 3-year/36,000 basic warranty.

**2. Reimbursement for Crankshaft Position Sensor Repairs**

If you are a Class Member and:

- (a) you purchased or leased your Class Vehicle more than five (5) years before the Effect Date of Settlement;
- and

- (b) paid out-of-pocket to have your crankshaft position sensor repaired or replaced before your vehicle reached 60,000 miles,

then you are entitled to a reimbursement. The hardware parts that qualify for this benefit are the crankshaft position sensor, part number 68079375AC. You must have documentation to support your claim, as described below in the “Understanding the Settlement” section.

**3. Vehicle Repurchase or Vehicle Replacement**

This Settlement provides an expedited, binding Arbitration to determine whether FCA US should repurchase or replace your Class Vehicle. Your eligibility for a repurchase or replacement, however, may depend upon your state’s lemon law. In some respects, the Settlement makes it easier for Class Members to obtain a repurchase or replacement compared to state lemon laws. In nearly every case, Class Members will have their lemon law claims resolved on the merits more quickly in Arbitration than through a court action.

- The Arbitrator may award a repurchase or replacement if the Arbitrator finds that you are entitled under the provisions of the state lemon law where you took delivery of you Class Vehicle (“your state’s lemon law”).
- Be advised that, before your claim can proceed in Arbitration, you must provide notice to FCA US as directed in the “Understanding the Settlement” section below and satisfy the listed requirements. You must also have documentation to support your claim.

Under the Arbitration Program:

- FCA US will pay for the costs of Arbitration;
- A repurchase or replacement claim may be submitted up to 5 years after the original sale to the first buyer or 6 months after the Approval Date of the Settlement, whichever is later;
- If you choose to use an attorney, FCA US will pay up to \$5,000 in attorneys’ fees if you win in an Arbitration (you are not obligated to pay FCA US’s attorneys’ fees if you lose)'
- You have the right to appeal the initial Arbitration decision to a second Arbitrator, if you advance the costs of the appeal, but you do not have the right to seek further review with a court;
- You are not entitled to civil penalties or punitive damages.

Other limitations and qualifications may apply. Please consult the “Understanding the Settlement” section below, an attorney, or contact Class Counsel if you have questions.

**WHAT YOU MUST DO NOW**

You must decide now if you want to be part of the proposed Settlement so that if the Court approves it you can take advantage of the benefits described above, or whether you want to exclude yourself from the Settlement and retain your right to sue FCA US. If you do not exclude yourself, you can file objections to the proposed Settlement. Your options, and how to exercise them, are described below.

<p><b>I Want To Be Part of The Proposed Settlement</b></p>	<p><b>If you have not filed a lawsuit</b> against FCA US based on alleged stalling in your Class Vehicle, and you want to be part of the Settlement, you do not need to do anything. If the Court approves the Settlement, you will be able to claim your benefits by following the procedures described below. However, you will give up your individual right to sue FCA US for any problems related to stalling in your Class Vehicle.</p>	<p>No Deadline</p>
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	<p><b>If you have filed a lawsuit against FCA US based on alleged stalling in your Class Vehicle</b>, and you want to be part of the Settlement, you must dismiss your lawsuit before final judgment and submit the appropriate opt-in form to the Class Administrator no later than the date listed. The form is available on the Settlement Website or by calling the Claims Administrator at 1-888-398-3420. By electing to become part of the Settlement, you will be giving up your individual right to sue FCA US for any problems relating to stalling in your Class Vehicle. If final judgment has already been entered in your lawsuit, you are excluded from the Class and cannot be part of the Settlement.</p>	August 14, 2023
<b>I Want to Exclude Myself</b>	<p><b>If you currently have a pending lawsuit against FCA US based on alleged stalling in your Class Vehicle</b>, and if you do not want to be part of the settlement, you do not need to do anything, You are automatically excluded from the lawsuit unless you choose to opt in, You will <u>not</u> be entitled to any of the Settlement benefits, but you will keep your individual right to continue to sue FCA US for problems related to stalling in your Class Vehicle.</p>	No Deadline
	<p><b>If you have not filed a lawsuit against FCA US based on alleged stalling in your Class Vehicle</b>, and if you do not want to be part of the Settlement, you may exclude yourself or opt out of the proposed Settlement by submitting a request to do so in writing. In that request, you must state your name, address, and telephone number, along with the model year and VIN of your vehicle. You must also specifically and unambiguously state your desire to be excluded from the Class in <i>Moran v. FCA US LLC</i>, and you must sign and date the request. If you are represented by counsel, your counsel must also sign the Request for Exclusion. You must mail this request to the Claims Administrator at the following address:</p> <p style="text-align: center;">Moran et al. v. FCA US LLC. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606</p> <p>Your request must be postmarked no later than the date indicated. If you wish to exclude yourself from the Class, you must do so with respect to all Class Vehicles you own(ed) or lease(d). If you choose to exclude yourself, you will not be entitled to any of the Settlement benefits, but you will keep your individual right to sue FCA US for problems relating to stalling in your Class Vehicle.</p>	January 31, 2023
<b>I Want to Object</b>	<p><b>If you elect to be part of the Settlement, you may object to it by writing to the Court and explaining why you object.</b> The process you must follow for filing and serving objections is described below in the Understanding the Settlement section.</p>	January 31, 2023

<p><b>I Want to Appear in the Litigation or Attend the Fairness Hearing</b></p>	<p>A Final Fairness Hearing, during which the Court will be asked to grant final approval of the Settlement, will be held on February 15, 2023 at 221 West Broadway, San Diego, California 92101 in Courtroom 4C at 9:15 a.m. At that hearing, the Court will also consider an award of attorneys’ fees and costs to Class Counsel and service awards to the named Plaintiffs. Plaintiffs will request attorneys’ fees, unopposed by FCA US, by October 26, 2022. That request will be posted on <a href="http://www.pacificastallingsettlement.com">www.pacificastallingsettlement.com</a>. You are <i>not</i> required to make a formal appearance in the lawsuit in order to participate in the proposed Settlement, but, if you elect to be part of the Settlement, you may appear on your own or through your own lawyer. You may also speak in Court at the Fairness Hearing about the proposed Settlement if you file a timely objection and submit a timely notice of your intention to appear at the Fairness Hearing. Instructions are below in the “Understanding the Settlement” section.</p>	<p>January 31, 2023</p>
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**CLAIMING YOUR BENEFITS**

Claims for benefits cannot be submitted until after the Court grants final approval of the Settlement, and (as explained below) certain claims must be submitted within 180 days of the date the Court grants final approval (the “Approval Date”). However, no claims will be processed, and no benefits will be paid or available, until the Effective Date. The Effective Date is the date on which all appeals from the order approving the Settlement have been resolved. Once they are known, the Approval Date and the Effective Date of the settlement will be posted at [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com) or can be obtained by calling 1-888-398-3420.

After the Settlement is approved, and if you have not excluded yourself from the settlement, you may claim your benefits as follows:

Action	Procedure
<p>I Want to Arbitrate a Claim for a Repurchase, or Replacement based on State Lemon Law</p>	<p>Requests to arbitrate claims for repurchase or replacement, or for breach of warranty, may be filed with CAP-Motors after the Approval Date, but no arbitration proceedings will begin until the Effective Date. (When available, the Approval Date and the Effective Date of the settlement will be posted at <a href="http://www.pacificastallingsettlement.com">www.pacificastallingsettlement.com</a>, or can be obtained by calling 1-888-398-3420) Appropriate forms will be available on the CAP-Motors website, <a href="http://www.consumerarbitrationprogram.com/chrysler-settlement">www.consumerarbitrationprogram.com/chrysler-settlement</a>.</p> <p>Before filing a claim with CAP-Motors for a vehicle repurchase or replacement, you must provide notice to FCA US at least ten days before you file your request for arbitration. During this time, FCA US may contact you to try to resolve the matter.</p> <p>FCA US will pay all Arbitration costs. However, if you decide to appeal the arbitration judgment, you will need to advance the costs of the appeal. If your appeal is successful, FCA US will reimburse the costs of the appeal.</p> <p>Your claim must include documentation supporting your claims such as repair orders or receipts and proof of ownership at the time of each repair.</p>

<p>I Want to Submit a Claim for a Reimbursement for a Crankshaft Position Sensor Repair</p>	<p>If you purchased your vehicle more than five years before the Effective Date and paid to have your crankshaft position sensor repaired or replaced before your vehicle reached 60,000 miles, you may submit a claim to the Claims Administrator by using claim forms that will be available on the Settlement Website, or by calling the Claims Administrator, after the Approval Date. Alternatively, you may submit claims electronically through that website, using links that will become active after the Approval Date.</p> <p>As explained more fully below in the “Understanding the Settlement” section, you must support your claim with certain documentation such as repair orders or receipts or other documents that establish the following: (1) the Vehicle Identification Number (“VIN”); (2) the date of the repair and your vehicle’s mileage at the time of the repair; (3) the name and address of the dealer that performed the repair; (4) a description of the repair and services rendered; and (5) proof you owned the vehicle at the time of each repair on which your claim is based.</p> <p>You must submit a claim within 180 days of the Effective Date. (When available, the Approval Date will be posted at <a href="http://www.pacificastallingsettlement.com">www.pacificastallingsettlement.com</a> or can be obtained by calling the Claims Administrator).</p> <p>For repairs performed after the Approval Date of the Settlement, you must submit claims within 180 days of the repair.</p>
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**Timeline For Receiving Benefits**

Please be advised that, while you may submit claims or requests for arbitration on or after the Approval Date (the date when the Court enters an order finally approving the proposed settlement, **your claim will not be processed until the Effective Date (the date after all appeals are resolved). The Effective Date could be months or even years after the Approval Date.**

Please check the Settlement Website regularly for updates and for news about when your claims can be filed and processed, and when arbitration can be commenced.

**Contact Information**

For copies of settlement documents, or for further information on how to submit claims for cash payments, go to [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com) or call the Claims Administrator at 1-888-398-3420. For further information on how to submit claims for arbitration, go to [www.consumerarbitrationprogram.com/chrysler-settlement](http://www.consumerarbitrationprogram.com/chrysler-settlement), or call CAP-Motors at 1-800-279-5343. For all other questions, contact Lead Class Counsel:

Capstone law APC  
1875 Century Park E., Suite 1000  
Los Angeles, CA 90067  
Email: [Info@ChryslerPacificaLawsuit.com](mailto:Info@ChryslerPacificaLawsuit.com)

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, FCA US, OR FCA US’S ATTORNEYS WITH INQUIRIES.**

## UNDERSTANDING THE SETTLEMENT

### CHAPTER 1: BASIC QUESTIONS

#### 1. Why am I getting this Notice?

You are not being sued. The Court in charge of this litigation authorized this Notice because you may be a member of the Settlement Class. The Notice explains the proposed Settlement and helps you understand all of your options before the Court decides whether or not to approve the Settlement.

Your receipt of Settlement benefits, including cash payments, depends on the Court's final approval of the Settlement and the resolution of any appeals in favor of approval of the Settlement.

Please be patient and check the Settlement Website [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com) regularly. Do not contact FCA US Dealers regarding the details of this Settlement, because they will not have any information that is not on the Settlement Website.

#### 2. What is this lawsuit about?

This Settlement resolves litigation against FCA US alleging that certain defects in 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission ("Class Vehicles") caused the Class Vehicles to suddenly lose power, shut off, or stall without warning.

The Actions allege that the Class Vehicles were defectively designed and manufactured by FCA US, causing them to stall. Plaintiffs have asserted nationwide claims under federal and state express and implied warranty laws and under consumer protection statutes.

You can read the operative complaint by visiting [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com). FCA US denies that it has violated any law, denies that it engaged in any wrongdoing, and denies that Class Vehicles are defective in any way. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury or property damage to any property other than the Class Vehicles.

#### 3. Why is there a Settlement?

A settlement is an agreement between a plaintiff (or multiple plaintiffs) and a defendant (in this case FCA US) to resolve a lawsuit. Settlements end all or part of a lawsuit without a trial and without the court or a jury ruling in favor of either side. All parties in the lawsuit agree to a settlement to avoid the cost and risk of further litigation, including a potential trial, and to afford Class Members benefits in exchange for releasing the defendant from liability. This proposed Settlement does not necessarily mean that FCA US broke any laws or did anything wrong, and the Court did not decide which side was right. The Court has simply found the parties' Settlement to be, at least preliminarily, fair and reasonable to Class Members. As part of preliminarily approving the Settlement, the Court also authorized this Notice to be posted on a website that can be accessed by all Class Members.

The Notice summarizes the Settlement's key terms, including benefits to Class Members, Arbitration procedures, and the rights and obligations of all parties. If there is any conflict between this Notice and the Settlement Agreement, which is also accessible on the Settlement Website, the Settlement Agreement governs. Terms that are defined in the Settlement Agreement have the same meaning in this Notice.

#### 4. How was this Settlement reached?

Plaintiffs and FCA US reached this Settlement after four private mediation sessions conducted by federal Magistrate Judge Allison H. Goddard. During these mediations, Plaintiffs' counsel and FCA US's counsel engaged in extensive arms'-length negotiations. The parties first reached a settlement on the relief for the Class

following the third mediation, then participated in a separate mediation to negotiate attorneys' fees. An agreement was reached thereafter. Both sides then negotiated the final terms of the Settlement Agreement, which was submitted to the Court for approval.

#### **5. What vehicles are included in the Settlement?**

This Settlement covers certain 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission and were originally sold or leased in the United States and its territories. They are called "Class Vehicles" in the Settlement and this Notice.

#### **6. What options do I have now?**

You may exclude yourself from this Settlement, you may write to object to the Settlement, or you may do nothing. If you are an owner or lessee of a Class Vehicle with a pending lawsuit against FCA US based on alleged problems with your Crankshaft Position Sensor and final judgment has not yet been entered in your lawsuit, you are excluded from the Settlement but can choose to opt into the Settlement.

#### **7. Why is this a class action?**

A class action is a representative action or lawsuit in which one or more plaintiffs (also called "class representatives") sue a defendant on behalf of other, unnamed people with similar claims. All of these people together are the "Class" or "Class Members" if the Court approves this procedural form. Once approved, the Court resolves the issues for all Class Members, except for those who opt out of the Class. To opt out means that you choose to exclude yourself from the Class. If you opt out, you will be denied any benefits under the Settlement.

#### **8. What am I giving up in exchange for receiving the Settlement's benefits?**

If the Settlement becomes final and you have not opted out, you will be eligible for the benefits described in this Notice. In exchange for having those benefits available to you, you will give up your right to sue FCA US and related parties for claims based on problems with the Crankshaft Position Sensor.

The Settlement does not resolve claims related to wrongful death, personal injury, or property damage unrelated to the Class Vehicle itself.

### **CHAPTER 2: WHO IS IN THE SETTLEMENT?**

#### **9. How do I know if I am part of the Settlement?**

You are a Class Member if you are a person, entity, or organization who currently resides in the United States (including its territories), and on or before April 20, 2022 you purchase(d), or lease(d) a 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission that was originally sold by FCA US in the United States or its territories.

The following are not included in the Settlement: (1) owners or lessees of Class Vehicles who have filed and served litigation against FCA US alleging problems with the Crankshaft Position Sensor 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; (2) FCA US's officers, directors, employees, affiliates and affiliates' officers, directors and employees, their distributors and distributors' officers, directors, and employees, and FCA US Dealers and FCA US's officers and directors; (3) judicial officers and immediate family members assigned to the Actions or any judicial officers who may hear the appeal; (4) all parties to litigation against FCA US alleging problems with the Crankshaft Position Sensor in Class Vehicles in which final judgment has been entered; and

(5) all entities and natural persons who have previously executed and delivered to FCA US releases of their claims based on the Crankshaft Position Sensor.

However, if you have a pending lawsuit against FCA US in which final judgment has not yet been entered, you have the opportunity to opt-in to the Settlement. (See Question 10 below.)

**10. What if I am a plaintiff in a pending suit against FCA US alleging problems with the Crankshaft Position Sensor in the Class Vehicles?**

If you are a plaintiff in a pending individual lawsuit against FCA US based on alleged problems with stalling in your Class Vehicle and final judgment has not yet been entered in your lawsuit, you are automatically excluded from the Class. You may choose to participate in this Settlement instead by dismissing your lawsuit before final judgment (by filing a request for dismissal before the opt-in deadline) and submitting an opt-in form (available at [www.PacificaStallingSettlement.com](http://www.PacificaStallingSettlement.com)) by August 14, 2023. Before you opt in, consult your own lawyer to determine how participation in this Settlement will affect your rights in your pending lawsuit. Plaintiffs and Class Counsel will bear no responsibility for any adverse consequences that may result from your decision to dismiss your pending lawsuit.

**11. Am I still eligible for benefits if I purchased my Class Vehicle from a private owner?**

If you purchased your Class Vehicle from a private owner, you are eligible for benefits just as you would be if you had purchased your vehicle directly from a FCA US Dealer. This means that you are eligible for benefits under this Settlement whether you purchased your Class Vehicle from a private owner, a FCA US Dealer, or a third-party dealership (like CarMax) as long as you meet the other Settlement requirements.

**CHAPTER 3 – SETTLEMENT BENEFITS/ CASH PAYMENTS**

**12. How do I qualify for Reimbursement for Crankshaft Position Sensor Replacements?**

You may obtain reimbursement if, while you owned or leased the Class Vehicle, you paid out of pocket for a crankshaft position sensor replacement and/or repair more than five (5) years before the Effective Date, and if your vehicle had been driven 60,000 miles or fewer on the date of the crankshaft position sensor replacement and/or repair.

Those qualifying parts are as follows: 68079375AC. Please review your repair orders to match the part replaced and be aware that your invoices may have a prefix and/or suffix surrounding the base part numbers identified above.

**13. What if I can't figure out if I qualify for Reimbursement?**

Review your receipts and repair orders carefully. If you cannot determine which benefits, if any, you qualify for, contact Class Counsel at [Info@ChryslerPacificaLawsuit.com](mailto:Info@ChryslerPacificaLawsuit.com).

**The Claim Process for Crankshaft Position  
Sensor Replacements**

**14. How do I make a claim for Crankshaft Position Sensor Replacement?**

If you are eligible to receive a reimbursement for a Crankshaft Position Sensor Replacement, you can submit a claim online at [www.PacificaStallingSettlement.com](http://www.PacificaStallingSettlement.com) or by mail by filling out the claim form available online at [www.PacificaStallingSettlement.com](http://www.PacificaStallingSettlement.com).



Please follow the instructions on the website. You will need to provide additional documents to support your claim. (See the next question.)

**• What supporting documents do I need to submit to make a claim for Crankshaft Position Sensor Replacement(s)?**

To make a claim for a reimbursement, you will need to submit repair orders, receipts, other documentation sufficient to establish for each crankshaft position sensor replacement and/or repair on which the claim is based all of the following information:

1. The Vehicle Identification Number (“VIN”) of the vehicle on which the crankshaft position sensor replacement and/or repair was performed;
2. The name and address of the location that performed the Crankshaft Position Sensor Replacement and/or repairs;
3. Whether the crankshaft position sensor replacement and/or repair was performed on the Class Vehicle more than 5 years before the Effective Date and while the vehicle had been driven 60,000 miles or; AND
4. A description of the services rendered, and parts provided.

Thus, if you are submitting a claim for a reimbursement for your Class Vehicle crankshaft position sensor replacement and/or repair, you must submit documentation that establishes the above information for all service visits during which the crankshaft position sensor replacement and/or repair was performed.

You must also provide documentation showing that you were the owner or lessee of the Class Vehicle at the time of each crankshaft position sensor replacement and/or repair on which your claim is based. You can prove ownership in one of three ways:

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

Your documents must be submitted with the signed claim form, on which you will attest under penalty of perjury that the documents are authentic and that you owned or leased the Class Vehicle at the time of all repairs on which your claim is based.

**15. What is the deadline to make a claim for Crankshaft Position Sensor Replacements and/or Repair?**

You have 180 days from the Approval Date to submit your claim. When available, the Approval Date will be posted on the Settlement website, [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com).

**16. When will I receive my reimbursement?**

Although you may submit your claim after the Court grants final approval, the Claims Administrator will not be allowed to process your claim and issue a payment until after any appeal is resolved, which is when the Settlement takes legal effect (the “Effective Date”). You should monitor [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com) for updates as to the Effective Date and other timing issues.

**17. What are my options if the Claims Administrator denies my claim for a Reimbursement?**

If your claim is rejected, the Claims Administrator will tell you why. If it was rejected because you failed to submit all the required documents, the Claims Administrator will give you one opportunity to resubmit the claim within 30 days.

**Repurchase or Replacement in Arbitration**

**18. What if I want FCA US to repurchase or replace my car? What are my options?**

Under the Settlement, you may file a claim in the Arbitration Program seeking to have FCA US repurchase or replace your Class Vehicle. Please carefully review the following to make sure you qualify for the Arbitration Program.

Your eligibility to claim a repurchase may depend on the lemon law of your state. Please consult an attorney to determine whether your state's lemon law authorizes a repurchase for your Class Vehicle. You may also qualify for a repurchase if you do not qualify under your state's lemon laws under certain circumstances.

**19. What is the Arbitration Program?**

The Arbitration Program is a dispute resolution program created by the Settlement for Class Members to resolve their vehicle repurchase claims. You may file a claim in the Arbitration Program after fulfilling the notice requirements (described below). An arbitrator, a qualified and disinterested third-party, will decide the merits of your claims. FCA US will pay the costs of the Arbitration Program, which, at the outset, is administered by CAP-Motors of DeMars & Associates.

Please read the Arbitration Rules carefully for more detail on the Arbitration. The Arbitration Rules are available on the Settlement website, [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com).

**20. What are the benefits to me of filing a claim in the Arbitration Program?**

The Arbitration Program benefits Class Members in numerous ways. The Settlement makes it easier in some respects for you to establish your claim that FCA US should repurchase your vehicle. The Settlement extends the time within which your claim must be filed as compared to litigation. Under the Arbitration Program, a repurchase claim may be submitted up to 5 years after delivery of the Class Vehicle to the first retail customer or 6 months after the Approval Date of the Settlement, whichever is later, if you still own or lease the Class Vehicle. Arbitration provides a speedy, efficient, and inexpensive way to resolve your repurchase claims and FCA US will pay all costs associated with the Arbitration, including your filing fees. Claims should typically be resolved within 30-60 days. In contrast, litigation seeking repurchase could take years. If you prevail on a repurchase claim, FCA US will pay for attorneys' fees up to \$5,000. Finally, the Arbitration Program provides Class Members, but not FCA US, with the right to appeal the initial arbitration decision to a second appellate arbitration panel.

**21. What must I do before submitting a claim to the Arbitration Program?**

To participate in the Arbitration Program, you must provide formal notice to FCA US of your intent to arbitrate, and of the nature of the claim(s) you intend to pursue in arbitration, at least ten days before you submit a claim for arbitration. You may give direct notice to FCA US by calling 1-888-398-3420 or by filling out the applicable form on the Settlement Website, [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com).

**22. What happens after FCA US receives Notice of my claim?**

Upon receipt of your Notice, FCA US may contact you or your attorney in an effort to resolve your claims before you submit your claim to Arbitration. If you have sold or returned the Class Vehicle prior to filing the request for

Arbitration, you are under no obligation to try to resolve the claim with FCA US yourself and can wait until your scheduled Arbitration.

**23. How do I know if I qualify to file a claim in Arbitration for repurchase or replacement?**

If you are a current owner or lessee of a Class Vehicle and seek to have FCA US repurchase or replace your Class vehicle based in whole or in part on alleged problems with stalling under the Arbitration Program, you must file your claim within five (5) years after the original sale or lease of the vehicle to the first retail customer.

If you sold your Class Vehicle or returned your leased Class Vehicle before the Approval Date, you may be entitled to arbitration for a Vehicle Repurchase if (1) the lemon law of the state where you took delivery of the vehicle allows a claim for repurchase after you've sold or returned your vehicle; and (2) you file your claim for Arbitration either before the applicable statute of limitations expires or 180 days after the Approval Date, whichever is earlier.

Similarly, if you sell your Class Vehicle or return a leased Class Vehicle on or after the Approval Date but before filing a claim for Arbitration, you may be entitled to arbitration of claims for a Vehicle Repurchase if (1) the lemon law of the state where you took delivery of the vehicle allows for repurchase after you've sold or returned the vehicle; and (2) you file your claim for Arbitration before the applicable state statute of limitations expires or 180 days after the date on which the Class Member sold or returned the Class Vehicle, whichever is earlier.

Please consult an attorney to confirm your rights under your state's lemon law.

**24. What does the Arbitrator need from me to award a repurchase or replacement?**

You must submit proof of ownership of your vehicle at all relevant times. In addition, you must submit repairs orders or other documentation sufficient, at the discretion of the Arbitrator, to support your claims. If the Arbitrator decides that your documentation supports a repurchase or replacement under your state's lemon law, he or she may issue an award directing FCA US to repurchase or replace your Class Vehicle. Please consult an attorney to determine what you would need to prove under your state's lemon law. If you have already sold or return your Class Vehicle, you may be eligible to obtain a repurchase if your state's lemon law provides for such a repurchase. Please consult an attorney to determine your eligibility for a repurchase remedy for a sold or returned vehicle under this Settlement.

To obtain a repurchase or replacement under the Arbitration Program, you must provide proof, in the form of receipts and/or repair orders, of the repairs performed on your Class Vehicle, along with proof that you were the owner or lessee of the Class Vehicle at the time of each repair.

**25. How much would I get if the Arbitrator awards a repurchase?**

If the Arbitrator awards a repurchase, the repurchase amount will be based on your state's lemon law. No punitive damages or civil penalties may be awarded.

**26. Can I still submit a claim for a repurchase if I leased my car? How much would I get?**

If you leased the vehicle and an arbitrator determines that you are eligible for repurchase, FCA US will refund the payments you made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. FCA US will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement. As with purchased vehicles, FCA US will also refund sales tax, original license fees, original registration fees, and original title fees for your leased vehicle.

**27. What if I choose a replacement vehicle?**

The terms under which a replacement vehicle is provided will be based on your state's lemon law.

**28. Will I get attorneys' fees if I win on the repurchase or replacement?**

If you choose to use an attorney, the Arbitrator may award reasonable attorneys' fees to you if you succeed on your repurchase or replacement claim, but such fees may not exceed \$5,000.

**29. What can I do if I lose the Arbitration?**

If you lose your Arbitration, you have the opportunity to appeal that decision with the Appellate Arbitration Administrator, which is run by a different administrator (JAMS rather than CAP-Motors). However, if you decide to appeal, you must pay the costs of the Arbitration Appeal to proceed. If you win on appeal, FCA US will refund you the costs of the Arbitration Appeal. However, if FCA US wins the appeal, you will not be reimbursed for those costs. FCA US does not have a right to appeal, and neither you nor FCA US may ask another arbitrator, tribunal, or court to review the decision from the Arbitration Appeal.

**30. What if I have another incidence of stalling after losing my Arbitration? Am I permitted to pursue a second arbitration?**

If you had another incidence of stalling after losing your Arbitration, you may file a Second Arbitration, subject to the same rules as the initial Arbitration.

**31. What if an arbitrator for the Better Business Bureau or another administrator already denied my claim for repurchase before the preliminary approval of this Settlement?**

If an arbitrator with the Better Business Bureau Auto Line denied a previous claim filed by you for a repurchase, you are still entitled to file a claim in this Arbitration Program, subject to the Arbitration Rules.

**CHAPTER 4: UNDERSTANDING THE CLASS ACTION PROCESS**

**32. When will the action get finally approved?**

The Court has set a date of February 15, 2023 at 9:15 A.M. for the Final Fairness Hearing. The hearing will take place at the United States District Court for the Southern District of California in Courtroom 4C. At the Final Fairness Hearing, the Court will consider arguments and evidence as to whether the Settlement is fair, reasonable, and adequate as to Class Members and should be finally approved. We anticipate that the Court will decide whether to approve the Settlement soon after the Final Fairness Hearing. You should monitor the Settlement website for the latest information on the status of the settlement.

**33. What if I don't want to participate in the Settlement?**

If you do not want to receive benefits from the Settlement and want to retain your right to sue FCA US about problems with your Class Vehicle's Crankshaft Position Sensor, then you must actively remove yourself from the Settlement Class. You may do this by asking in writing to be excluded from or opt out of the Settlement. You must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your name, address, and telephone number;
- The model, model year, and VIN number of your Class Vehicle(s);
- A specific and unambiguous statement that you desire to be excluded from the Class in Moran et al. v. FCA US LLC, Case No. 3:17cv2594; and
- Your personal signature and the date you signed (and if you are represented by counsel, your counsel must sign the Request for Exclusion as well).

You must mail your exclusion request, postmarked no later than January 31, 2023, to Moran et al. v. FCA US LLC., c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. If you wish to exclude yourself from the Class,

you must do so with respect to all Class Vehicles you own(ed) or lease(d). You cannot exclude yourself from the Class with respect to some Class Vehicles and include yourself in the Class with respect to other Class Vehicles.

**34. What if I have a pending lawsuit but want to opt-in?**

If you want to receive benefits from the Settlement but already have a pending lawsuit against FCA US based on alleged problems with stalling in your Class Vehicle, and final judgment has not yet been entered in your lawsuit, then you must act to participate in the Settlement Class. Please consult your attorney regarding the consequences to your pending lawsuit of opting in before you choose. By opting in, you will lose the right to continue with your own lawsuit.

To opt in, you must dismiss your lawsuit before final judgment and complete the opt-in form available on the Web Site. You may also request a form by calling 1-888-398-3420. Alternatively, you may submit a written request to opt-in. That written request must include the following information:

- Your name, address, and telephone number;
- The model, model year, and VIN number of your vehicle;
- Your pending lawsuit’s title, case number, and court;
- An unambiguous statement that you are opting in to the Settlement in Moran et al. v. FCA US LLC, Case No. 3:17cv2594; and
- Your personal signature and the date you signed

You must mail your request to opt-in, postmarked no later than August 14, 2023, to Moran et al. v. FCA US LLC., c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

**35. If I am part of the Settlement, can I sue FCA US for the same claims later?**

If you elect to participate in the Settlement, you cannot sue FCA US for any claims based in whole or in part on any alleged problems with stalling in your class vehicle (except that you may still pursue claims for personal injury or property damage).

**36. If I am not part of the Settlement, can I still get the benefits from the Settlement?**

If you elect to exclude yourself, you will not be entitled to any benefits from the Settlement.

**37. If I opt out and pursue my own case, can I get a larger recovery?**

The laws of most states provide for various remedies, including actual damages, punitive damages, and rescission, if a claim is proved at trial and upheld on appeal. No result can be predicted with certainty, and all alternative legal actions take additional time and may be subject to offsets or deductions for attorneys’ fees and costs. This Settlement is designed to provide benefits that are certain, not subject to the delay and risk of trial and appeal, and not reduced by fees or costs.

**38. Do I have a lawyer in this case?**

The Court has appointed the following lawyers as Class Counsel, without charge to you. They are:

<b>Class Counsel</b>
<b>Tarek H. Zohdy</b> <b>Cody R. Padgett</b> <b>Laura E. Goolsby</b> <b>Capstone Law APC</b> 1875 Century Park East, Suite 1000 Los Angeles, CA 90067 Email: <a href="mailto:Info@ChryslerPacificaLawsuit.com">Info@ChryslerPacificaLawsuit.com</a>

You may hire your own lawyer, at your own expense to represent you in the Settlement.

### **39. Who will pay the lawyers?**

Class Counsel represents you at no charge to you. FCA US will pay their attorneys' fees and costs of up to \$835,000, in addition to the benefits it is providing to Class Members in the Settlement. On October 26, 2022, or before the deadline to object or opt-out, Class Counsel will make a written request for the Court's approval for an award for attorneys' fees and costs as well as service awards for the Class Representatives. Class Members will have an opportunity to comment on or object to this request. The Court must approve the award of attorneys' fees and costs, and service awards to be paid by FCA US.

Any attorneys' fees and costs, and service awards approved by the Court will be paid separately by FCA US and will not reduce benefits to Class Members.

Class Counsel plan to request the following service awards: \$10,000 for Arlene Moran; \$10,000 for Alfonso Moran.

### **40. Can I tell the Court if I do not like the Settlement?**

If you do not exclude yourself from the Settlement, you (or your attorney) may object in writing to the Court. The Court will consider your views. To comment on or to object to the Settlement, you or your attorney must submit your written objection to the Court, and include the following:

- Your name, address, and telephone number;
- The model, model year, and vehicle identification number of your Class Vehicle, along with proof that you have owned or leased a Class Vehicle (e.g., a true copy of a vehicle title, registration, or license receipt);
- A written statement of all grounds for the objection accompanied by any legal support for such objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all cases in which you and/or your counsel has filed or in any way participated in—financially or otherwise—objections to a class action settlement in the preceding five years;
- The name, address, email address, and telephone number of all attorneys representing you;
- A statement indicating whether you and/or your 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; and
- Your signature and the date you signed (and if you are represented by counsel, your counsel must also sign the objection).

You must mail your objection to the three addresses below, postmarked no later than January 31, 2023.

<b>Court</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
<b>Clerk of the Court/ Judge Jinsook Ohta U.S. District Court, Southern District of California 221 West Broadway San Diego, CA 92101</b>	<b>Tarek H. Zohdy Cody R. Padgett Laura E. Goolsby Capstone Law APC 1875 Century Park East, Suite 1000 Los Angeles, CA 90067</b>	<b>Fred Fresard Ian Edwards Klein Thomas &amp; Lee 101 W. Big Beaver Rd. Suite 1400 Troy, Michigan 48084</b>

In addition, you may appear at the Final Fairness Hearing if you submit a written notice of your intent to appear with your objection.

**41. What is the difference between objecting to the Settlement and opting out?**

You can object only if you participate in the Class. If you opt out and therefore elect not to be part of the Settlement, you have no right to object to the Settlement because the case no longer affects you.

**42. Do I have to attend the Final Fairness Hearing?**

You do not have to attend the Final Fairness Hearing. Class Counsel will answer any questions the Court may have. You are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not required.

**43. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission. To ask for permission from the Court, you must send a letter that states it is your “Notice of Intention to Appear in Moran et al. v. FCA US LLC.” Be sure to include your name, address, telephone number, your signature, and the date. Your notice of intention to appear must be postmarked no later than January 31, 2023, and sent to the addresses listed in Question 40.

**44. How do I get more information?**

This Long Form Class Notice summarizes the proposed Settlement. More details, including the actual Settlement Agreement, are available at [www.pacificastallingsettlement.com](http://www.pacificastallingsettlement.com). You may also contact Class Counsel at [Info@ChryslerPacificaLawsuit.com](mailto:Info@ChryslerPacificaLawsuit.com) for more information.