

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF HENRICO

COMMONWEALTH OF VIRGINIA, )  
EX REL. MARK R. HERRING, )  
ATTORNEY GENERAL, )  
) **Plaintiff,** )  
) )  
v. )  
) )  
FCA US LLC, )  
FIAT CHRYSLER AUTOMOBILES N.V., )  
V.M. MOTORI S.P.A., )  
AND V.M. NORTH AMERICA, INC., )  
) **Defendants.** )  
\_\_\_\_\_ )

CIVIL ACTION NO. CU19-610

CIVIL CONSENT ORDER AND JUDGMENT

**WHEREAS**, Plaintiff, the Commonwealth of Virginia (the “Commonwealth”), by Mark R. Herring, the Attorney General of the Commonwealth of Virginia, filed a Complaint in this action alleging that FCA US LLC, Fiat Chrysler Automobiles N.V., VM Motori S.p.A., and VM North America, Inc. (hereinafter collectively, the “Defendants”) manufactured, marketed, advertised, and/or engaged in the wholesale distribution of more than 100,000 model year 2014-2016 Ram 1500 trucks and Jeep Grand Cherokee sport utility vehicles equipped with 3.0-liter V6 diesel engines (sometimes called “EcoDiesel” engines) (the “Diesel Vehicles,” as specifically defined below), including more than 2,000 within Virginia; and that the Diesel Vehicles contained undisclosed software allegedly intended to circumvent federal or state emission standards and concealed this software from the public and state and federal regulators;

**WHEREAS**, the Commonwealth alleged that the foregoing conduct violated the Virginia Consumer Protection Act, Virginia Code §§ 59.1-196 through 59.1-207;

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**WHEREAS**, the Commonwealth, along with the Attorneys General of 51 other States, Commonwealths, and territories, as well as several state environmental enforcement agencies, formed the Multistate Working Group to investigate the Defendants in connection with the emission control systems of the Diesel Vehicles and the offer and sale of those vehicles to consumers;

**WHEREAS**, the Commonwealth and the Defendants (collectively, the “Parties”) have agreed to resolve the Unfair and Deceptive Acts and Practices (“UDAP”) Claims raised by the Covered Conduct by entering into this Consent Order and Judgment (hereinafter, the “Judgment”);

**WHEREAS**, each member of the Multistate Working Group and the Defendants are entering into agreements memorializing or implementing a settlement, and as part of the relief provided in these settlements, the Defendants will pay Seventy-Two Million, Five Hundred Thousand Dollars (\$72,500,000) to the Multistate Working Group in aggregate;

**WHEREAS**, the Defendants have agreed to fund a restitution program for current owners and lessees and certain former owners and lessees of the Diesel Vehicles in Virginia and throughout the United States as more fully set forth in the MDL Consumer and Reseller Dealership Class Action Settlement Agreement and Release (*In re: Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales Practices and Products Liability Litigation*) Case No. 3:17-md-02777-EMD (N.D. Cal.) (hereinafter “MDL Consumer Settlement Agreement”), pursuant to which eligible class member owners will receive a weighted average of approximately \$2,908 per vehicle, and eligible class member lessees and former owners will receive \$990 per vehicle;

**WHEREAS**, as more fully set forth in the Department of Justice and California Consent Decree (*In re: Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales Practices and Products Liability Litigation*) Case No. 3:17-md-02777-EMD (N.D. Cal.) (hereinafter “DOJ-CA Consent Decree,”

as specifically defined below), the Defendants have agreed to offer to owners and lessees of Diesel Vehicles an Approved Emissions Modification that is expected to ensure the vehicles comply with Clean Air Act and California Health and Safety Code emissions requirements through the full useful life of the vehicles and to offer, through May 1, 2029, a comprehensive emissions warranty for Diesel Vehicles that receive the Approved Emissions Modification;

**WHEREAS**, for the purpose of avoiding prolonged and costly litigation, and in furtherance of the public interest, the Commonwealth and the Defendants consent to the entry of this Judgment;

**NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED THAT:**

**I. JURISDICTION AND VENUE**

1. Defendants consent to this Court's continuing subject matter and personal jurisdiction solely for the purposes of entry, enforcement, and modification of this Judgment and without waiving their right to contest this Court's jurisdiction in other matters. This Court retains jurisdiction of this action for the purposes of enforcing or modifying the terms of this Judgment, or granting such further relief as the Court deems just and proper.

2. Defendants consent to venue in this Court solely for the purposes of entry, enforcement, and modification of this Judgment and do not waive their right to contest this Court's venue in other matters.

3. Defendants hereby accept and expressly waive any defect in connection with service of process in this action issued to each Defendant by the Attorney General and further consent to service upon the below-named counsel via e-mail of all process in this action.

## II. DEFINITIONS

4. As used herein, the below terms shall have the following meanings (in alphabetical order):
- a. **“Attorney General”** means the Virginia Attorney General’s Office.
  - b. **“Auxiliary Emission Control Device”** or **“AECD”** means “any element of design which senses temperature, vehicle speed, engine RPM, transmission gear, manifold vacuum, or any other parameter for the purpose of activating, modulating, delaying, or deactivating the operation of any part of the emission control system.” 40 C.F.R. § 86.1803-01.
  - c. **“California Consent Decree”** means the Second California Partial Consent Decree, filed on January 10, 2019 in the U.S. District Court for the Northern District of California (the “Federal Court”), as agreed by (1) the Attorney General of California and the California Air Resources Board on behalf of the People of California; and (2) Defendants, resolving certain aspects of the disputes between those parties on the terms described therein. If the Federal Court approves the consent decree, “California Consent Decree” shall mean the decree as and in the form that it is ultimately approved and entered by the Federal Court.
  - d. **“California UDAP Claims”** means claims or potential claims California asserted or could assert under its consumer protection and unfair trade and deceptive acts and practices laws, as well as common law and equitable claims, arising from or related to the Covered Conduct, including in its sovereign enforcement capacity or as *parens patriae* on behalf of its citizens.

- e. **“California UDAP Payment”** means the amount paid to California and its agencies to resolve the California UDAP Claims and does not include any other amounts paid by Defendants to California, including, without limitation, restitution, payments to resolve environmental claims, attorney fees or costs.
- f. **“CARB”** means the California Air Resources Board.
- g. **“Covered Conduct”** means any and all acts or omissions, including all communications, occurring up to and including the Effective Date of this Judgment, relating to: (i) the design, installation, presence, or failure to disclose any Defeat Device or Undisclosed AECD in any Diesel Vehicle; (ii) the marketing or advertisement of any Diesel Vehicle as green, clean, environmentally friendly (or similar such terms), and/or compliant with state or federal emissions standards, including the marketing or advertisement of any Diesel Vehicle without disclosing the design, installation or presence of a Defeat Device or Undisclosed AECD; (iii) any emissions-related conduct in connection with the distribution to, offering for sale, delivery for sale, sale, or lease of any Diesel Vehicle in any State; and (iv) statements or omissions concerning the Diesel Vehicles’ emissions and/or the Diesel Vehicles’ compliance with applicable emissions standards, including, but not limited to, certifications of compliance or other similar documents or submissions.
- h. **“Defeat Device”** means an AECD “that reduces the effectiveness of the emission control system under conditions which may reasonably be

expected to be encountered in normal vehicle operation and use, unless: (1) Such conditions are substantially included in the federal emission test procedure; (2) The need for the AECD is justified in terms of protecting the vehicle against damage or accident; (3) The AECD does not go beyond the requirements of engine starting; or (4) The AECD applies only for emergency vehicles,” 40 C.F.R. § 86.1803-01, or “any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with [the Emission Standards for Moving Sources section of the Clean Air Act], and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use.” 42 U.S.C. § 7522(a)(3)(B).

- i. **“Diesel Vehicle”** means each and every light duty diesel vehicle equipped with a 3.0-liter “EcoDiesel” engine that Defendants or their respective affiliates sold or offered for sale in, leased or offered for lease in, or introduced or delivered for introduction into commerce in the United States or its states or territories, or imported into the United States or its states or territories, and that is or was purported to have been covered by the following U.S. Environmental Protection Agency (“EPA”) Test Groups:

<b>Model Year</b>	<b>EPA Test Groups</b>	<b>Vehicle Makes and Models</b>
2014	ECRXT03.05PV	Ram 1500
2014	ECRXT03.05PV	Jeep Grand Cherokee
2015	FCRXT03.05PV	Ram 1500

2015	FCRXT03.05PV	Jeep Grand Cherokee
2016	GCRXT03.05PV	Ram 1500
2016	GCRXT03.05PV	Jeep Grand Cherokee

- j. “**DOJ**” means the United States Department of Justice.
- k. “**DOJ-CA Consent Decree**” means the consent decree, filed on January 10, 2019 in the Federal Court, as agreed by (1) the United States on behalf of the Environmental Protection Agency, and California; and (2) Defendants, resolving certain aspects of the disputes between those parties on the terms described therein. If the Federal Court approves the consent decree, “DOJ-CA Consent Decree” shall mean the decree as and in the form that it is ultimately approved and entered by the Federal Court.
- l. “**Effective Date**” means the date on which this Judgment has been signed by the Parties and entered as an order by the Court.
- m. “**EPA**” means the United States Environmental Protection Agency.
- n. “**MDL**” means the multidistrict litigation styled as *In re: Chrysler-Dodge-Jeep “Ecodiesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-02777-EMD (N.D. Cal.) (17-MDL-2777).
- o. “**Multistate Working Group**” means the Attorneys General of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina,

North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

- p. “**UDAP Claims**” means claims or potential claims the Commonwealth asserted or could assert in its sovereign enforcement capacity or as *parens patriae* on behalf of its citizens under UDAP Laws, as well as common law and equitable claims, including claims or potential claims that could be brought for injunctive relief and/or restitution or other monetary payments to consumers under UDAP Laws.
- q. “**UDAP Laws**” means all potentially applicable consumer protection and unfair trade and deceptive acts and practices laws, rules and/or regulations, including, without limitation, the Virginia Consumer Protection Act, Virginia Code §§ 59.1-196 through 59.1-207, as well as under federal, state and/or local laws, rules, regulations and/or common law or equitable principles or doctrines.
- r. “**Undisclosed AECD**” means an AECD that was not disclosed to federal or state regulators in the course of applying to such regulators for certification of emission compliance or Executive Order.

### **III. EFFECT OF JUDGMENT**

5. This Judgment fully and finally resolves and disposes of the UDAP Claims arising from or related to the Covered Conduct that were alleged in the Complaint in this matter or that could be brought by the Commonwealth in its sovereign enforcement capacity or as *parens patriae* on behalf of the citizens of the Commonwealth.

6. The Judgment will, upon its Effective Date, constitute a fully binding and enforceable agreement between the Parties, and the Parties consent to its entry as a final judgment by the Court.

#### IV. RELIEF

7. Without admitting any of the factual or legal allegations in the Complaint, the Defendants have agreed to the following relief.

##### Monetary Relief

8. Within ten (10) business days of the Commonwealth providing written notice to Defendants containing (i) a signed certification on Commonwealth letterhead that the Judgment is final under the laws of the Commonwealth of Virginia such that no further judicial or administrative action is required in order for the Judgment to be final; (ii) a copy of the Judgment entered by the Court and any other documents evidencing the finality of the Parties' settlement; and (iii) signed wire instructions on Commonwealth letterhead in a mutually agreed format (collectively, the "Settlement Documents"), Defendants shall pay \$1,283,750 ("the Virginia Settlement Amount"), in civil penalties and attorneys' fees and costs to the Commonwealth in accordance with the wire instructions in the Settlement Documents.

9. The Commonwealth represents that, of the Virginia Settlement Amount, \$1,283,750, or \$625 per Diesel Vehicle that the parties stipulate for purposes of this judgment were sold or leased in Virginia (2,054 vehicles), is on account of Virginia's release of its UDAP Claims.

10. If Defendants pay a California UDAP Payment that is greater than \$625 per Diesel Vehicle sold or leased in California (as agreed with California in the California

Consent Decree), then Defendants shall within thirty (30) business days pay by wire transfer payable to the Commonwealth of Virginia an additional amount so as to make the amount paid to Virginia on account of Virginia's release of its UDAP Claims equal, on a per Diesel Vehicle basis, to the California UDAP Payment. For the avoidance of doubt, the payment described in this paragraph, if made at all, need not be made until thirty (30) business days after the later of the following dates: (i) the date that Virginia provides the Settlement Documents; or (ii) the date Defendants make the California UDAP Payment.

### **Injunctive Relief**

11. Except as otherwise stated herein, Defendants and their officers and employees are hereby enjoined, as follows:
  - a. The Defendants and their affiliates shall not engage in future unfair or deceptive acts or practices under Virginia law in connection with their dealings with consumers and state regulators, directly or indirectly, by:
    - i. Advertising, marketing, offering for sale, selling, offering for lease, leasing, or distributing in Virginia any vehicle that contains a Defeat Device;
    - ii. Misrepresenting to consumers or knowingly assisting others in misrepresenting to consumers that a vehicle complies with United States, State or local emissions standards;
    - iii. Making a materially misleading statement or omission to consumers regarding the compliance of a vehicle with any United States or State emissions standard applicable to that vehicle;

- iv. Misrepresenting to consumers that a vehicle has low NO<sub>x</sub> emissions; and
- v. Misrepresenting to consumers that a vehicle has low emissions, lower emissions than other vehicles, or a specific level(s) of emissions.

**Additional Undertakings**

12. The Defendants shall comply with the Approved Emissions Modification Program (Sec. 4 and related provisions of Secs. 5 & 6), including the Approved Emissions Modification, the Owner Payment, the Former Owner Payment, the Lessee Payment, and the Warranty Obligations provisions, of the MDL Consumer Settlement Agreement, attached hereto as Exhibit A, which provisions will be deemed part of this Judgment.

**V. REPORTING AND NOTICES**

13. The Defendants shall produce to the Commonwealth: (i) any status reports concerning the Recall Program provided to the Department of Justice pursuant to the DOJ-CA Consent Decree; (ii) annual reports generated by the corporate compliance auditor required under the DOJ-CA Consent Decree; and (iii) as to consumers with an address in the Commonwealth, any consumer name and address information to be provided by the Defendants to the Notice Administrator under the MDL Consumer Settlement Agreement. The Defendants shall provide this information to the Commonwealth contemporaneous with its provision to the DOJ, EPA, CARB, the California Attorney General (the "CAAG"), and the MDL Consumer Settlement Agreement Notice Administrator, as applicable. All such reports and information shall be submitted to the Commonwealth's representative listed in paragraph 15 (Notice) or such other person as the Commonwealth may direct. The Commonwealth shall take all reasonable efforts to protect consumer data provided for any purpose related to this Judgment or the other settlement agreements and orders referenced herein.

14. Defendants shall promptly respond to the Commonwealth's reasonable inquiries about the status of its consumers' claims submitted under the MDL Consumer Settlement Agreement. Defendants shall provide the Commonwealth with contact information for a representative of Defendants for purposes of such inquiries.

15. Any notices required to be sent to the Commonwealth or the Defendants under this Judgment shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. Communications enclosing or regarding the Settlement Documents, as set forth in paragraph 8, or providing reporting under paragraph 13, may be sent by e-mail to the addresses provided below. The notices or documents shall be sent to the following addresses:

**For the Commonwealth:**

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Assistant Attorney General  
Office of the Attorney General of Virginia  
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Richmond, Virginia 23219

**For the Defendants:**

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FCA US LLC  
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Auburn Hills, Michigan 48326

David M.J. Rein (reind@sullcrom.com)  
William B. Monahan (monahanw@sullcrom.com)  
Sullivan & Cromwell LLP  
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New York, New York 10004

## VI. RELEASE

16. Subject to paragraph 17 below, in consideration of the monetary and non-monetary relief described in Section IV, and the undertakings to which the Defendants have agreed in the MDL Consumer Settlement Agreement and the DOJ-CA Consent Decree, and upon the Defendants' payment of the amount contemplated in paragraph 8, and upon the Federal Court's approval of the MDL Consumer Settlement Agreement and DOJ-CA Consent Decree:

a. Except as provided in paragraph 17 below, the Commonwealth releases the Defendants, their affiliates and any of the Defendants' or their affiliates' former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives (collectively, the "Released Parties"), from all UDAP Claims arising from or related to the Covered Conduct, including without limitation (i) restitution or other monetary payments or injunctive relief to consumers; and (ii) penalties, fines, restitution or other monetary payments or injunctive relief to the Commonwealth.

17. The Commonwealth reserves, and this Judgment is without prejudice to, all claims, rights, and remedies against Defendants, and Defendants reserve, and this Judgment is without prejudice to, all defenses, with respect to all matters not expressly released in paragraph 16, including, without limitation:

- a. any claims arising under state tax laws;
- b. any claims for the violation of securities laws;
- c. any criminal liability;
- d. any claims arising under state environmental laws and regulations, including laws and regulations regarding mobile source emissions, inspection and maintenance of vehicles and/or anti-tampering provisions;

- e. any civil claims unrelated to the Covered Conduct; and
- f. any action to enforce this Judgment and subsequent, related orders or judgments.

18. The claims set forth in the Complaint are resolved in their entirety. The Complaint is dismissed with prejudice.

## **VII. MISCELLANEOUS**

19. The provisions of this Judgment shall be construed in accordance with the laws of Virginia.

20. This Judgment is made without any (i) trial or adjudication of any issue of fact or law; (ii) admission of any issue of fact or law; or (iii) finding of wrongdoing or liability of any kind.

21. Nothing in this Judgment shall limit or expand the Attorney General's right to obtain information, documents, or testimony from the Defendants pursuant to any state or federal law, regulation, or rule concerning the claims reserved in paragraph 17, or to evaluate the Defendants' compliance with the obligations set forth in this Judgment.

22. Defendants agree not to deduct the Virginia Settlement Amount in calculating their state or local income taxes in Virginia. Nothing in this Judgment releases any private rights of action asserted by entities or persons not releasing claims under this Judgment, nor does this Judgment limit any defense available to the Defendants in any such action.

23. The Parties agree that this Judgment does not enforce the laws of other countries, including the emissions laws or regulations of any jurisdiction outside the United States. Nothing in this Judgment is intended to apply to, or affect, Defendants' obligations under the laws or regulations of any jurisdiction outside the United States. At the same time, the laws and regulations of other countries shall not affect Defendants' obligations under this Judgment.

24. Nothing in this Judgment constitutes an agreement by the Commonwealth concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws. The Judgment takes no position with regard to the tax consequences of the Judgment with regard to federal, state, local and foreign taxes.

25. Nothing in this Judgment shall be construed to waive any claims of sovereign immunity any party may have in any action or proceeding.

26. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment.

27. This Judgment shall act as an injunction issued under Virginia Code § 59.1-203. Nothing in this Judgment shall constitute an admission or finding of fact or an admission or finding that Defendants have engaged in or are engaged in a violation of law.

28. This Judgment, which constitutes a continuing obligation, is binding upon the Commonwealth and Defendants, and any of Defendants' respective successors, assigns, or other entities or persons otherwise bound by law.

29. Aside from any action stemming from compliance with this Judgment and except in the event of a Court's material modification of this Judgment, the Parties waive all rights of appeal or to re-argue or re-hear any judicial proceedings upon this Judgment, any right they may possess to a jury trial, and any and all challenges in law or equity to the entry of this Judgment. The Parties will not challenge or appeal (i) the entry of the Judgment, unless the Court materially modifies the terms of the Judgment, or (ii) the Court's jurisdiction to enter and enforce the Judgment.

30. The terms of this Judgment may be modified only by a subsequent written agreement signed by all Parties. Where the modification constitutes a material change to any term of this Judgment, it will be effective only by written approval of all Parties and the approval of the Court.

31. Consent to this Judgment does not constitute an approval by the Attorney General of the Defendants' business acts and practices, and Defendants shall not represent this Judgment as such an approval.

32. In entering into this Judgment, Defendants have made no admission of law or fact. The Defendants shall not take any action or make any statement denying, directly or indirectly, the propriety of this Judgment. Nothing in this paragraph affects the Defendants' right to take legal or factual positions in defense of litigation or other legal, administrative or regulatory proceedings, or any person's testimonial obligations.

33. Nothing in this Judgment shall preclude any party from commencing an action to pursue any remedy or sanction that may be available to that party upon its determination that another party has failed to comply with any of the requirements of this Judgment.

34. Nothing in this Judgment shall create or give rise to a private right of action of any kind or create any right in a non-party to enforce any aspect of this Judgment or claim any legal or equitable injury for a violation of this Judgment. The exclusive right to enforce any violation or breach of this Judgment shall be with the parties to this Judgment and the Court.

35. Nothing in this Judgment shall relieve the Defendants of their obligation to comply with all federal, state or local law and regulations.

36. If any portion of this Judgment is held invalid by operation of law, the remaining terms of this Judgment shall not be affected and shall remain in full force and effect.

37. This Judgment supersedes all prior communications, discussions or understandings, if any, of the Parties, whether oral or in writing.

38. Any filing or related court costs imposed shall be paid by the Defendants.

39. Each of the persons who signs his/her name below affirms that he/she has the authority to execute this Judgment on behalf of the Party whose name appears next to his/her signature and that this Judgment is a binding obligation enforceable against said Party under Virginia law. The signatory from the Virginia Attorney's General Office represents that he has the authority to execute this Judgment on behalf of the Commonwealth and that this Judgment is a binding obligation enforceable against the Commonwealth under Virginia law.

**IT IS SO ORDERED. JUDGMENT** is hereby entered in accordance with the foregoing.

Enter: 01/31/19

*Richard A. Wainwright*

JUDGE, CIRCUIT COURT OF THE COUNTY OF HENRICO

[Endorsements of counsel appear on following three (3) pages, and taken as a whole, constitute a fully endorsed order]

A COPY TESTE:  
HEIDI S. BARSHINGER, CLERK  
HENRICO CIRCUIT COURT

*Heidi S. Barshinger*  
DEPUTY CLERK

**WE ASK FOR THIS:**

COMMONWEALTH OF VIRGINIA,  
*EX REL.* MARK R. HERRING,  
ATTORNEY GENERAL

By:



Stephen J. Sovinsky (VSB No. 85637)

Assistant Attorney General

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FCA US LLC,  
FIAT CHRYSLER AUTOMOBILES N.V.,  
V.M. MOTORI S.P.A.,  
AND V.M. NORTH AMERICA, INC.

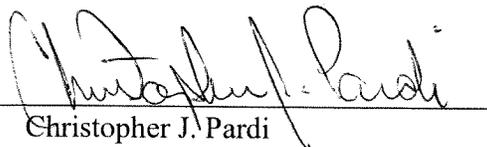
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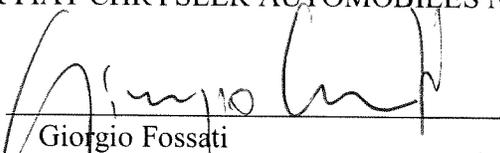
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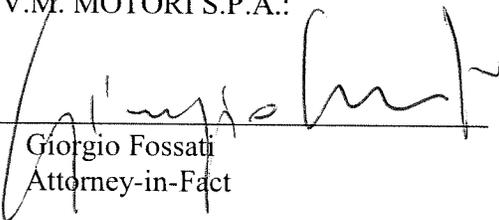
FOR FCA US LLC:

By:   
Christopher J. Pardi  
NAFTA General Counsel and Secretary

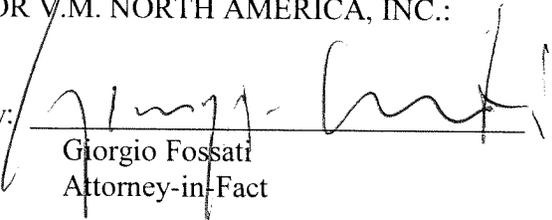
FOR FIAT CHRYSLER AUTOMOBILES N.V.:

By:   
Giorgio Fossati  
Corporate General Counsel and Secretary

FOR V.M. MOTORI S.P.A.:

By:   
Giorgio Fossati  
Attorney-in-Fact

FOR V.M. NORTH AMERICA, INC.:

By:   
Giorgio Fossati  
Attorney-in-Fact

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*Counsel for Defendants  
Robert Bosch LLC and Robert Bosch GmbH*

16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18 SAN FRANCISCO DIVISION

20 IN RE CHRYSLER-DODGE-JEEP  
21 ECODIESEL MARKETING, SALES  
22 PRACTICES, AND PRODUCTS  
LIABILITY LITIGATION

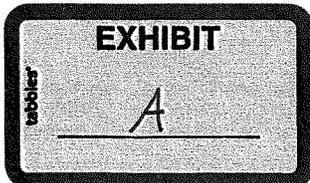
23 This Documents Relates to:

24 ALL CONSUMER AND RESELLER  
25 ACTIONS

Case No. 3:17-md-02777-EMC

**CONSUMER AND RESELLER  
DEALERSHIP CLASS ACTION  
SETTLEMENT AGREEMENT AND  
RELEASE**

Hearing: January 23, 2019  
Time: 10:00 a.m.  
Courtroom: 5, 17th floor  
The Honorable Edward Chen



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1     **1.     THE PROPOSED SETTLEMENT**

2             On January 12, 2017, the U.S. Environmental Protection Agency and the California Air  
3 Resources Board issued notices of violation to Fiat Chrysler Automobiles N.V. and FCA US  
4 LLC, alleging that certain Ram and Jeep vehicles with 3.0 liter V6 diesel engines in the United  
5 States were equipped with eight Auxiliary Emission Control Devices (“AECs”) that were not  
6 disclosed to the EPA and CARB, and that the operation of one or more of the AECs alone or in  
7 combination results in excess emissions of nitrogen oxides (“NOx”). On May 23, 2017, the  
8 Department of Justice, on behalf of the EPA, filed a complaint alleging that the undisclosed  
9 AECs, alone or in combination, are “defeat devices” designed to reduce the effectiveness of the  
10 vehicles’ emissions control systems in violation of the Clean Air Act.

11             Owners, lessees, and dealers also filed lawsuits against Defendants in federal courts across  
12 the United States, which were consolidated in the United States District Court for the Northern  
13 District of California before the Honorable Edward Chen. Judge Chen appointed Lead Plaintiffs’  
14 Counsel, as well as a committee of plaintiffs’ lawyers from law firms across the United States  
15 (referred to collectively as the Plaintiffs’ Steering Committee), to oversee and conduct the  
16 consolidated litigation on behalf of affected owners, lessees, and dealers.

17             After extensive litigation and settlement efforts facilitated by Court-appointed Settlement  
18 Master Kenneth Feinberg, the Parties have reached this agreement to resolve consumers’ claims  
19 arising from the approximately 100,000 affected vehicles in the United States (the “Class Action  
20 Agreement” or “Agreement”).

21             As detailed below, the Class Action Agreement, if approved by the Court, provides  
22 substantial compensation to all Class Members. Fiat Chrysler has developed, and EPA and  
23 CARB have approved, a modification of the emissions control system software calibration that  
24 ensures that the vehicles’ emissions are in compliance with the emissions standards to which the  
25 vehicles were originally certified. In addition to this software modification, the Class Action  
26 Agreement provides Class Members with cash payments, a robust extended warranty, and other  
27 non-monetary protections and benefits.

28

1 **2. DEFINITIONS**

2 As used in this Class Action Agreement, including the attached Exhibits, the terms  
3 defined herein have the following meanings, unless this Class Action Agreement specifically  
4 provides otherwise.

5 2.1. "3.0-liter Diesel Matter" means allegations relating to: (1) the installation or  
6 presence of any Defeat Device or other auxiliary emission control device in any Model Year  
7 2014-2016 Ram 1500 or Jeep Grand Cherokee vehicle with a 3.0-liter V6 diesel engine ("Subject  
8 Vehicle"); (2) the design, manufacture, assembly, testing, or development of any Defeat Device,  
9 auxiliary emission control device, emissions control equipment, electronic control units, or  
10 emissions software programs, programing, coding, or calibration used or for use in a Subject  
11 Vehicle; (3) the marketing or advertisement of the emissions or environmental characteristics or  
12 performance of any Subject Vehicle, including as green, clean, clean diesel, environmentally  
13 friendly, and/or compliant with state or federal environmental or emissions standards; (4) the  
14 actual or alleged noncompliance of any Subject Vehicle with state or federal environmental or  
15 emissions standards or with consumer expectations; (5) the marketing or advertisement of the fuel  
16 efficiency, fuel economy, mileage, power, or performance of any Subject Vehicle; (6) any badges  
17 or EcoDiesel labels on the Subject Vehicles; and/or (7) the subject matter of the Action, as well as  
18 any related events or allegations, with respect to Subject Vehicles. Without limiting the  
19 foregoing, "3.0-liter Diesel Matter" includes allegations that (i) are related to any Subject  
20 Vehicle, (ii) relate to conduct by a Released Party that predates the date of this Class Action  
21 Settlement, and (iii) formed the factual basis for a claim that was made or could have been made  
22 in the Complaint.

23 2.2. "Action" means the coordinated class, mass, and individual actions, however  
24 named, that are coordinated pursuant to 28 U.S.C. § 1407 in the United States District Court for  
25 the Northern District of California in *In re Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales*  
26 *Practices, and Products Liability Litigation*, No. 3:17-md-02777-EMC (N.D. Cal.) (MDL 2777)  
27 (the "MDL"), except that the Action does not include actions in the MDL brought by or on behalf  
28 of federal government agencies, states, municipalities, or state or municipal agencies under state

1 or local environmental or consumer-protection laws or regulations.

2 2.3. "Approved Emissions Modification" or "AEM" means the Approved Emissions  
3 Modification, as defined in Paragraph 23 of the US-CA Consent Decree, a change to the  
4 emissions software of an Eligible Vehicle proposed by Fiat Chrysler and approved by the EPA  
5 and CARB that reduces emissions and ensures that an Eligible Vehicle is in compliance with  
6 Certified Exhaust Emissions Standards, as set forth in the US-CA Consent Decree.

7 2.4. "Authorized Dealer" means any authorized Jeep and/or Ram dealer located in the  
8 United States and Puerto Rico as evidenced by a current and valid Dealer Sales and Service  
9 Agreement.

10 2.5. "Bosch" means Robert Bosch GmbH and Robert Bosch LLC.

11 2.6. "Bosch's Lead Counsel" means Matthew D. Slater of Cleary Gottlieb Steen &  
12 Hamilton LLP.

13 2.7. "Canadian Vehicle" means a Subject Vehicle purchased in Canada but  
14 subsequently Registered in the United States. Under the US-CA Consent Decree, Canadian  
15 Vehicles are entitled to receive the Approved Emissions Modification. Under this Class Action  
16 Agreement, Canadian Vehicles are not eligible for a Class Member Payment, nor are claims  
17 related to them released by this Agreement.

18 2.8. "CARB" means the California Air Resources Board.

19 2.9. "Certified Exhaust Emissions Standards" means emissions standards set forth in  
20 Paragraph 28 of the US-CA Consent Decree.

21 2.10. "Claim" means the claim of any Class Member or his, her, or its representative  
22 submitted on a Claim Form as provided in this Class Action Agreement.

23 2.11. "Claimant" means a Class Member who has completed and submitted a Claim  
24 Form and all required documentation, as set forth in more detail in Exhibit 4.

25 2.12. "Claim Form" means the paper or online form used to submit a Claim under this  
26 Class Action Agreement.

27 2.13. "Claim Submission Deadline for Eligible Owners and Eligible Lessees" means the  
28 latest date by which an Eligible Owner or Eligible Lessee must submit a Claim to participate in

1 the Claims Program. The Claim Submission Deadline for Eligible Owners and Eligible Lessees  
2 is 21 months from the Effective Date.

3 2.14. "Claim Submission Deadline for Eligible Former Owners and Eligible Former  
4 Lessees" means the latest date by which an Eligible Former Owner or Eligible Former Lessee  
5 must submit a Claim to participate in the Claims Program. The Claim Submission Deadline for  
6 Eligible Former Owners and Eligible Former Lessees is 90 days from the Effective Date.  
7 However, the deadline for Persons who become Eligible Former Owners or Eligible Former  
8 Lessees because their Eligible Vehicles are transferred to a third party after January 10, 2019, as a  
9 result of a total loss, but before the AEM is performed, is the later of (1) 90 days from the  
10 Effective Date, or (2) 60 days after title is transferred (for Eligible Former Owners), or 60 days  
11 after surrendering the leased vehicle under the terms of the lease (for Eligible Former Lessees).  
12 In no event, however, shall the deadline for such Persons extend beyond the Claim Submission  
13 Deadline for Eligible Owners and Eligible Lessees. The Claim Submission Deadline for Eligible  
14 Former Lessees whose leases began on or before January 12, 2017, and who terminate their leases  
15 before receiving the AEM is also the later of (1) 90 days from the Effective Date or (2) 60 days  
16 after surrendering the leased vehicle under the terms of the lease, but in no event later than the  
17 Claim Submission Deadline for Eligible Owners and Eligible Lessees.

18 2.15. "Claims Administrator" means the third-party agent agreed to by the Parties and  
19 appointed by the Court to oversee the Claims process described in Section 5. The Parties agree  
20 that Angeion Group shall serve as Claims Administrator, subject to approval by the Court.

21 2.16. "Claims Period" means the time period during which Class Members may submit  
22 a Claim. The Claims Period begins on the Effective Date. For Eligible Former Owners and  
23 Eligible Former Lessees, the Claims Period shall end on the Claim Submission Deadline for  
24 Eligible Former Owners and Eligible Former Lessees. For Eligible Owners and Eligible Lessees,  
25 the Claims Period shall end on the Claims Submission Deadline for Eligible Owners and Eligible  
26 Lessees.

27 2.17. "Claims Program" means the program through which Class Members may file  
28 Claims and, if eligible, obtain benefits under this Class Action Agreement, as described in

1 Exhibit 4. For Eligible Former Owners and Eligible Former Lessees, the Claims Period shall end  
2 on the Claim Submission Deadline for Eligible Former Owners and Eligible Former Lessees. For  
3 Eligible Owners and Eligible Lessees, the Claims Period shall end on the Claim Submission  
4 Deadline for Eligible Owners and Eligible Lessees.

5 2.18. "Claims Review Committee" or "CRC" means the committee approved by the  
6 Court to resolve disputed Claims. The Claims Review Committee also will make final decisions  
7 regarding whether vehicles are Operable, as defined herein. The Claims Review Committee will  
8 review claims deemed ineligible and appealed by the Claimant, including disputes over the  
9 implementation of the Extended Warranty. The Claims Review Committee will include one  
10 representative from Fiat Chrysler and one representative from Class Counsel, as well as a  
11 "Neutral," to be agreed upon by both Fiat Chrysler and Class Counsel, who would be called upon  
12 only to resolve any disagreements between the Claims Review Committee's other members,  
13 should they arise. In the event that Fiat Chrysler and Class Counsel cannot agree on a "Neutral"  
14 representative, they agree to mediate the issue before the Settlement Master. Subject to Court  
15 approval, the Parties may agree to a replacement or successor CRC Neutral at any point. It is  
16 anticipated that the Parties will be able to resolve most issues, but the availability of a neutral  
17 third party ensures that disputes can be resolved without Court intervention. The Class Counsel  
18 representative on the Claims Review Committee will have responsibility for handling CRC  
19 communication with Claimants and Claimants' counsel with the assistance of the Claims  
20 Administrator. Determinations by the Claims Review Committee will constitute final  
21 determinations. Class Members shall not have any right to appeal a decision of the Claims  
22 Review Committee to the Court.

23 2.19. "Class" means, for purposes of this Class Action Settlement only, a nationwide  
24 class, including Puerto Rico, of all Persons (this includes individuals who are United States  
25 citizens, residents, or United States military, or diplomatic personnel that are living or stationed  
26 overseas, as well as entities) who (1) on January 12, 2017 owned or leased a Ram 1500 or Jeep  
27 Grand Cherokee 3.0-liter diesel vehicle in the United States or its territories (an "Eligible  
28 Vehicle," defined more fully in Section 2.35); or who (2) between January 12, 2017 and the

1 Claim Submission Deadline for Eligible Owners and Eligible Lessees become the owner or lessee  
2 of an Eligible Vehicle in the United States or its territories; or who (3) own or lease an Eligible  
3 Vehicle in the United States or its territories at the time of participation in the Repair Program.

4 The Class includes automobile dealers who are not Authorized Dealers and who otherwise meet  
5 the definition of the Class. The following entities and individuals are excluded from the Class:

- 6 (a) Owners or lessees who acquired an Eligible Vehicle after January 12, 2017, and  
7 transferred ownership or terminated their lease before April 1, 2019;
- 8 (b) Owners or lessees who acquired an Eligible Vehicle after January 12, 2017, and  
9 transferred ownership or terminated their lease after April 1, 2019, as a result of a  
10 total loss, but before the Claim Submission Deadline for Eligible Owners and  
11 Eligible Lessees;
- 12 (c) Owners who acquired an Eligible Vehicle on or before January 12, 2017, and  
13 transferred ownership after January 10, 2019, but before April 1, 2019, unless  
14 ownership was transferred as a result of a total loss;
- 15 (d) Lessees who leased their Eligible Vehicles on or before January 12, 2017, acquire  
16 ownership after January 10, 2019, and transfer ownership before the AEM is  
17 performed on the Eligible Vehicle;
- 18 (e) Owners whose Eligible Vehicle is not Registered in the United States as of the  
19 date the AEM is performed;
- 20 (f) Defendants' officers, directors and employees; Defendants' affiliates and  
21 affiliates' officers, directors and employees; their distributors and distributors'  
22 officers, directors and employees; and Authorized Dealers and Authorized  
23 Dealers' officers and directors;
- 24 (g) Judicial officers and their immediate family members and associated court staff  
25 assigned to this case; and
- 26 (h) All those otherwise in the Class who or which timely and properly exclude  
27 themselves from the Class as provided in this Class Action Agreement.

28 2.20. "Class Action Agreement" means this Settlement Agreement and the exhibits

1 attached hereto, including any subsequent amendments or any exhibits to such amendments. The  
2 Class Action Agreement may alternatively be referred to as the “Agreement” or the “Class Action  
3 Settlement.”

4 2.21. “Class Counsel” means Lead Plaintiffs’ Counsel and the PSC.

5 2.22. “Class Member” means a member of the Class.

6 2.23. “Class Member Payment” means the monetary compensation that Defendants shall  
7 pay Class Members who do not opt out of the Class and who timely submit a valid and complete  
8 Claim, on the conditions set forth in Section 4 and Exhibit 1. This includes Owner, Lessee, and  
9 Former Owner Payments, separately or collectively.

10 2.24. “Class Notice Program” means the program for distributing information about the  
11 Class Action Settlement to Class Members.

12 2.25. “Complaint” means the Second Amended Consolidated Consumer Class Action  
13 Complaint (Dkt. No. 310) filed in the Action on May 16, 2018.

14 2.26. “Court” means the United States District Court for the Northern District of  
15 California, San Francisco Division.

16 2.27. “Defeat Device” has the same meaning as in 40 C.F.R. § 86.1803-01 or 42 U.S.C.  
17 § 7522(a)(3)(B).

18 2.28. “Defendants” means Fiat Chrysler Automobiles N.V., FCA US LLC, V.M. Motori  
19 S.p.A., V.M. North America, Inc., Sergio Marchionne and his estate, Robert Bosch GmbH, and  
20 Robert Bosch LLC.

21 2.29. “DOJ” means the United States Department of Justice.

22 2.30. “Effective Date” means the date the Court has entered both the Final Approval  
23 Order and the US-CA Consent Decree.

24 2.31. “Eligible Former Lessee” means a Person who leased an Eligible Vehicle as of  
25 January 12, 2017, and who surrendered or surrenders the leased Eligible Vehicle under the terms  
26 of the lease before the Eligible Vehicle receives the AEM. For the avoidance of doubt, this  
27 includes Eligible Former Lessees whose leases are terminated as a result of a total loss before the  
28 AEM is performed on the Eligible Vehicle.

1           2.32. “Eligible Former Owner” means a Person who purchased or otherwise acquired  
2 ownership of an Eligible Vehicle on or before January 12, 2017, and then sold or otherwise  
3 transferred ownership of such vehicle after that date but on or before January 10, 2019, or a  
4 Person who leased an Eligible Vehicle on January 12, 2017 and subsequently acquired ownership  
5 of that Eligible Vehicle on or before January 10, 2019, and then sold or otherwise transferred  
6 ownership of such vehicle after that date but on or before January 10, 2019. A Person who  
7 purchased or otherwise acquired ownership of an Eligible Vehicle on or before January 12, 2017,  
8 but whose vehicle is transferred to a third party after January 10, 2019, as a result of a total loss,  
9 but before the Approved Emissions Modification is performed, shall become an Eligible Former  
10 Owner. For avoidance of doubt, a sale or transfer of ownership under this definition includes the  
11 transfer of ownership of an Eligible Vehicle to an insurance company.

12           2.33. “Eligible Lessee” means (1) a Person who leases an Eligible Vehicle when the  
13 AEM is performed, or (2) a Person who owns an Eligible Vehicle that was leased as of January  
14 10, 2019, except that a Person who owns an Eligible Vehicle will not qualify as an Eligible  
15 Owner or Eligible Lessee while the Eligible Vehicle is under lease to any third party, including  
16 any Eligible Lessee. An Eligible Lessee ceases to be an Eligible Lessee if he or she surrenders  
17 the leased Eligible Vehicle under the terms of the lease or transfers ownership of the Eligible  
18 Vehicle to a third party before the AEM is performed, but an Eligible Lessee who leased the  
19 Eligible Vehicle on January 12, 2017, and surrenders the Eligible Vehicle before the AEM is  
20 performed becomes an Eligible Former Lessee. An Eligible Lessee who assigns the lease of that  
21 Person’s Eligible Vehicle to a third party shall cease to be an Eligible Lessee and shall not  
22 become an Eligible Former Lessee. Instead, the third party to whom the lease is assigned shall  
23 become the Eligible Lessee of the Eligible Vehicle and shall assume all the rights and  
24 responsibilities under this Agreement of the person who assigned the lease. In exceptional cases,  
25 specific arrangements may be made with the leasing company, in consultation with the Claims  
26 Administrator, such that, without canceling or terminating the lease, the leasing company may be  
27 treated as an Eligible Lessee and obtain an Approved Emissions Modification plus Lessee  
28 Payment.



1           2.39. “Escrow Agent” means the agreed-upon entity to address and hold for distribution  
2 the funds identified in this Class Action Agreement pursuant to the terms of the Escrow  
3 Agreement. That agreed-upon entity is Citi Private Bank.

4           2.40. “Escrow Agreement” means the agreement by and among Class Counsel, Fiat  
5 Chrysler’s Lead Counsel, and Bosch’s Lead Counsel with respect to the escrow of the funds to be  
6 deposited into the Escrow Account pursuant to this Class Action Agreement.

7           2.41. “Extended Warranty” means the warranty described in Section 4.3.1.

8           2.42. “Fairness Hearing” means the hearing held by the Court for the purpose of  
9 determining whether to approve this Class Action Agreement as fair, reasonable, and adequate.

10          2.43. “FCA US” means FCA US LLC.

11          2.44. “Fiat Chrysler,” “FCA,” or “Fiat Chrysler Entities” means Fiat Chrysler  
12 Automobiles N.V., FCA US LLC, V.M. Motori S.p.A., and V.M. North America, Inc.

13          2.45. “Fiat Chrysler’s Lead Counsel” means Robert J. Giuffra, Jr. of Sullivan &  
14 Cromwell LLP.

15          2.46. “Final Approval Order” means the order that may, at the discretion of the Court,  
16 be entered by the Court granting final approval of the Class Action Settlement.

17          2.47. “Former Owner Payment” means certain monetary compensation, as set forth in  
18 Exhibit 1, that Defendants will pay to Eligible Former Owners of vehicles who do not opt out of  
19 the Class and who timely submit a valid and complete Claim, on the conditions set forth in  
20 Section 4 and Exhibit 1.

21          2.48. “Lead Plaintiffs’ Counsel” means Elizabeth Cabraser of Lieff, Cabraser, Heimann  
22 & Bernstein, LLP, who was appointed by the Court on June 19, 2017.

23          2.49. “Lessee Payment” means certain monetary compensation, in an amount set forth in  
24 Exhibit 1, that Defendants will pay to Eligible Lessees and Eligible Former Lessees of vehicles  
25 who do not opt out of the Class and who timely submit a valid and complete Claim, on conditions  
26 set forth in Section 4 and Exhibit 1.

27          2.50. “Long Form Notice” means the Long Form Notice substantially in the form  
28 attached hereto as Exhibit 3.

1           2.51. “Notice Administrator” means the agent or administrator agreed to by the Parties  
2 and appointed by the Court to implement and consult on the Class Notice Program. The Parties  
3 agree that Angeion Group shall serve as Notice Administrator, subject to approval by the Court.

4           2.52. “Operable” means that a vehicle can be driven under its own engine power and is  
5 in reasonable condition such that it can be driven lawfully and safely on public roads, even if it  
6 has a mechanical issue, under a common-sense understanding of what is an acceptable condition  
7 for driving. An otherwise Eligible Vehicle that has been altered with the use of any after-market  
8 emissions-related components, parts, and/or software or the removal of any original emissions-  
9 related components, parts, and/or software, if such alteration(s) are likely to substantially affect  
10 the operation of the vehicle with the Approved Emissions Modification or substantially impede  
11 installation of the Approved Emissions Modification, shall not be considered Operable unless and  
12 until the owner of such vehicle, at his or her expense, has reversed the alteration(s) such that the  
13 Approved Emissions Modification may be installed and not substantially affected. Nothing in  
14 this definition affects FCA US’s obligation to perform the AEM on any and all Subject Vehicles  
15 for which an AEM is requested, unless FCA US can refuse to perform the AEM under the terms  
16 of Paragraph 38.e of the US-CA Consent Decree. The Claims Review Committee will be the  
17 final decision maker on whether a vehicle is Operable but a determination under this Paragraph  
18 that a vehicle is Operable or not Operable does not constitute any determination by EPA or  
19 CARB as to whether the emissions system of the vehicle has been modified.

20           2.53. “Opt-Out Deadline” means the last day a Class Member may opt out of the Class  
21 Action Agreement, which is April 1, 2019 for all Class Members, except that Persons who  
22 purchase or acquire an Eligible Vehicle on or after that date shall have all the rights, privileges,  
23 obligations, and responsibilities of Class Members, and shall have 30 days from the date of their  
24 purchase or acquisition to opt out of the Class as set forth in Section 6.

25           2.54. “Order Approving Notice” means the order that may, at the discretion of the Court,  
26 be entered by the Court approving notice to the Class and concluding that the Court will likely be  
27 able to approve the Class Action Settlement and certify the proposed Class as outlined in Section  
28 3 of this Class Action Agreement.

1           2.55. “Owner Payment” means certain monetary compensation Defendants will pay to  
2 Eligible Owners who do not opt out of the Class and who timely submit a valid and complete  
3 Claim, on the conditions set forth in Section 4 and Exhibit 1.

4           2.56. “Parties” means the Settlement Class Representatives and Defendants,  
5 collectively, as each of those terms is defined in this Class Action Agreement.

6           2.57. “Person” or “Persons” includes individuals and entities such as an automobile  
7 dealer that is not an Authorized Dealer.

8           2.58. “Plaintiffs’ Steering Committee” or “PSC” means those counsel appointed to the  
9 Plaintiffs’ Steering Committee by the Court in this Action on June 19, 2017. Lead Plaintiffs’  
10 Counsel is Chair of the PSC.

11           2.59. “Post-Appeal Date” means the latest date on which the Final Approval Order  
12 approving this Class Action Agreement becomes final. For purposes of this Class Action  
13 Agreement:

14                   2.59.1. if no appeal has been taken from the Final Approval Order, “Post-Appeal  
15                   Date” means the date on which the time to appeal therefrom has expired;  
16                   or

17                   2.59.2. if any appeal has been taken from the Final Approval Order, “Post-  
18                   Appeal Date” means the date on which all appeals therefrom, including  
19                   petitions for rehearing or reargument, petitions for rehearing *en banc* and  
20                   petitions for a writ of *certiorari* or any other form of review, have been  
21                   fully disposed of in a manner that affirms the Final Approval Order; or

22                   2.59.3. if Class Counsel and Defendants agree in writing, the “Post-Appeal Date”  
23                   can occur on any other earlier agreed date.

24           2.60. “Registered” includes vehicles registered with a state Department of Motor  
25 Vehicles or equivalent agency, or vehicles owned by a non-Authorized Dealer in the United  
26 States or its territories that (a) holds title to the vehicle or (b) holds the vehicle by bill of sale.

27           2.61. “Release” means the release and waiver described in Section 9 of this Class Action  
28 Agreement and in the Final Approval Order. In addition, Class Members who participate in the

1 Repair Program will execute a coextensive “Individual Release” as described in Section 9 of this  
2 Class Action Agreement, and that Individual Release will remain valid even if the Final Approval  
3 Order is later reversed and/or vacated on appeal.

4 2.62. “Released Party” or “Released Parties” has the definition set forth in Section 9 of  
5 this Class Action Agreement.

6 2.63. “Repair Program” means the recall program specified in Section VI.B of the US-  
7 CA Consent Decree to implement the Approved Emissions Modification during the Settlement  
8 Benefit Period, pursuant to this Class Action Agreement.

9 2.64. “Sergio Marchionne” means Sergio Marchionne, his estate and his executors.

10 2.65. “Settlement Benefit Period” means the time period during which Class Members  
11 may obtain benefits under the Class Action Settlement, excluding any benefits available under the  
12 warranty provisions provided in the Class Action Settlement, which are identical to the warranty  
13 provisions in the US-CA Consent Decree and which shall be available for the duration and under  
14 the terms specified in the US-CA Consent Decree and Exhibit 1. The Settlement Benefit Period  
15 shall run from the Effective Date until two years after the Effective Date.

16 2.66. “Settlement Class Representative” means a Plaintiff who meets the Class  
17 definition set forth in Section 2.19 of this Class Action Agreement, and who has agreed to  
18 represent the Class for purposes of obtaining approval of, and effectuating, this Class Action  
19 Agreement, as listed in the moving papers submitted for the motion for an Order Approving  
20 Notice.

21 2.67. “Settlement Master” means Kenneth Feinberg, who was appointed by the Court to  
22 serve as Settlement Master to administer, coordinate, and preside over settlement-related  
23 proceedings.

24 2.68. “Settlement Website” means the public website that provides information and key  
25 filings regarding the Class Action Settlement, including FAQs. Class Members will be able to  
26 access a “Claims Portal” on the Settlement Website. The Settlement Website also will allow  
27 Class Members to obtain a description of the Repair Program and to complete and submit an  
28 online Claim Form. The Settlement Website shall be maintained by Fiat Chrysler in consultation

1 with Lead Plaintiffs' Counsel, Bosch's Lead Counsel, and the Notice and Claims Administrator.  
2 Any disputes as to the content and/or form the Settlement Website shall be resolved by the  
3 Settlement Master.

4 2.69. "Short Form Notice" means the Short Form Notice(s) substantially in the form as  
5 attached hereto as Exhibit 2.

6 2.70. "US-CA Consent Decree" means the consent decree lodged with the Court on or  
7 about January 10, 2019, as agreed by (1) the United States on behalf of the Environmental  
8 Protection Agency; and (2) the People of the State of California, by and through CARB and the  
9 Attorney General of California; and (3) Fiat Chrysler Automobiles N.V., FCA US LLC, V.M.  
10 Motori S.p.A., and V.M. North America, Inc., resolving certain aspects of the disputes between  
11 those parties on the terms described therein. If the Court approves the consent decree, "US-CA  
12 Consent Decree" shall mean the decree as and in the form that it is ultimately approved and  
13 entered by the Court.

14 2.71. Other capitalized terms used in this Class Action Agreement but not defined in this  
15 Section shall have the meanings ascribed to them elsewhere in this Class Action Agreement.

16 2.72. The terms "he or she" and "his or her" include "it" or "its" where applicable.

17 **3. ORDER APPROVING NOTICE**

18 3.1. Promptly after this Agreement is signed, but by no later than January 10, 2019, the  
19 Parties shall file the Agreement with the Court, together with a Motion to Approve Notice to the  
20 Class. Simultaneously, the Settlement Class Representatives shall move for certification of the  
21 Class for settlement purposes only, pursuant to Federal Rule of Civil Procedure ("Fed. R. Civ.  
22 P.") 23(a), 23(b)(3), and 23(e). It is expressly agreed that any certification of the Class shall be  
23 for settlement purposes only, and Defendants do not waive any arguments that they may have that  
24 class certification for any other purpose would be improper.

25 3.2. The Parties agree to take all actions and steps reasonably necessary to obtain an  
26 Approval Order from the Court and to fully implement and effectuate this Class Action  
27 Settlement.

28

1       **4. CLASS MEMBER COMPENSATION AND REMEDIES**

2           **4.1. Overview of Benefits.** The Class Action Agreement provides substantial  
3 compensation and remedies to owners and lessees, as detailed in this Section and in Exhibit 1  
4 (Class Member Benefits). The compensation described in this Section is available only to Class  
5 Members who do not opt out.

6           **4.2. Approved Emissions Modification Program.**

7           **4.2.1. Approved Emissions Modification.** All owners of Subject Vehicles,  
8 including Eligible Owners and Eligible Lessees who own or lease an  
9 Eligible Vehicle, are eligible to receive an Approved Emissions  
10 Modification, as specified in the US-CA Consent Decree. Class  
11 Members whose Eligible Vehicles are repaired, who submit timely and  
12 complete Claims, and who do not exclude themselves from the Class  
13 Action Settlement, will also receive an Owner Payment or Lessee  
14 Payment, as applicable, described below and in Exhibit 1.

15           **4.2.2. Owner Payment.** Eligible Owners who receive an Approved Emissions  
16 Modification are entitled to an Owner Payment. The Owner Payment  
17 will be **\$3,075**, unless an Eligible Former Owner or Eligible Former  
18 Lessee timely files a valid Claim for that same vehicle, in which case, the  
19 Owner Payment will be **\$2,460**. Full details on Owner Payments can be  
20 found in paragraph 2 of Exhibit 1.

21           **4.2.3. Former Owner Payment.** Eligible Former Owners will be entitled to a  
22 Former Owner Payment. The Former Owner Payment is **\$990**. Class  
23 Members whose Eligible Vehicles (1) are damaged after January 12, 2017  
24 and before January 10, 2019, in a manner that renders them a total loss  
25 (*i.e.*, “totaled”), and (2) are transferred to an insurance company or  
26 otherwise sold to a junkyard, salvage dealer, or the equivalent, shall be  
27 treated as Eligible Former Owners and offered a Former Owner Payment.  
28 To obtain a Former Owner Payment, Eligible Former Owners must

1 complete a claim by the Claim Submission Deadline for Eligible Former  
2 Owners and Eligible Former Lessees or, in the event that their Eligible  
3 Vehicle is totaled after the Claim Submission Deadline for Eligible  
4 Former Owners and Eligible Former Lessees, complete a claim within 60  
5 days of the date they transfer title of the Eligible Vehicle (but no later  
6 than the Claim Submission Deadline for Eligible Owners and Eligible  
7 Lessees). All disputes concerning whether a claim made under this  
8 paragraph is timely will be adjudicated by the CRC. Full details on  
9 Former Owner Payments can be found in paragraph 3 of Exhibit 1.

10 4.2.4. **Lessee Payment.** Eligible Lessees who receive an Approved Emissions  
11 Modification and Eligible Former Lessees who submit a timely and  
12 complete Claim will be entitled to a Lessee Payment. The Lessee  
13 Payment is \$990. For the purposes of this paragraph, the lessor of an  
14 Eligible Vehicle does not “receive an Approved Emissions Modification”  
15 if the Eligible Vehicle is surrendered under the terms of the lease to an  
16 Authorized Dealer and an Authorized Dealer then applies the Approved  
17 Emissions Modification before another person takes possession of the  
18 vehicle. Full details on Lessee Payments can be found in paragraphs 4  
19 and 5 of Exhibit 1.

20 4.2.5. Notwithstanding any other provision herein, the Parties agree that the  
21 Defendants shall not pay to Eligible Owners and Eligible Former Owners  
22 and Eligible Lessees and Eligible Former Lessees more than 100% of the  
23 maximum amount allocated for any specific Eligible Vehicle under the  
24 terms of this Class Action Agreement. For the avoidance of doubt, the  
25 Parties agree that this is a claims-made settlement, meaning that  
26 Defendants must make payments only up to the maximum amount for any  
27 Eligible Vehicle under the terms of this Class Action Agreement.  
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1           4.2.6. In accordance with paragraph 48 of the US-CA Consent Decree, this  
2           Section (4.2) is intended to comply with paragraph 37 of the US-CA  
3           Consent Decree (Establishment of a Recall Program), and to substitute for  
4           those consumer-facing obligations for Fiat Chrysler in paragraph 37 of  
5           the US-CA Consent Decree.

6           4.3.   **Warranty Obligations.**

7           4.3.1.   Extended Warranty. Fiat Chrysler shall provide an extended warranty for  
8           each Eligible Vehicle that receives the Approved Emissions Modification,  
9           known as the “Extended Warranty,” and provide a copy of the Extended  
10          Warranty to each Eligible Owner and Eligible Lessee at the time of the  
11          Approved Emissions Modification. The Extended Warranty under the  
12          Class Action Agreement, including all terms described in Section 4.3 of  
13          this Agreement and Exhibit 1, is identical to the terms negotiated and  
14          agreed to by Fiat Chrysler in paragraph 45 of the US-CA Consent Decree.

15          4.3.2.   Other Warranty-Related Terms. The following warranty-related terms  
16          below (subparts (a)-(h)) also are provided to Class Members under the  
17          Class Action Agreement. Paragraphs (a) through (i) are identical to the  
18          terms agreed to by Fiat Chrysler in paragraph 45 of the US-CA Consent  
19          Decree.

20          (a)   Fiat Chrysler shall not impose on consumers any fees or charges (and must pay  
21          any fees or charges imposed on consumers by any Dealer (as defined in paragraph  
22          8(z) of the US-CA Consent Decree) in accordance with the applicable franchise  
23          agreements with such Dealers) related to the warranty service. Fiat Chrysler shall  
24          take all measures necessary to reimburse Eligible Owners and Eligible Lessees in  
25          the event that the scope of warranty coverage described in this Section, Exhibit 1  
26          hereto, and paragraph 45 of the US-CA Consent Decree, is limited by any service  
27          writer’s discretion.

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(b) Modification of the Extended Warranty. In addition to the warranty coverage described in Exhibit 1, Fiat Chrysler shall expand the warranty coverage to include additional parts or service associated with the Approved Emissions Modification if alterations or updates are made to the Approved Emissions Modification either in accordance with paragraph 31 of the US-CA Consent Decree or through a modification of the US-CA Consent Decree in accordance with Section XVII (Modification). Fiat Chrysler reserves the right to invoke Dispute Resolution under Section X (Dispute Resolution) of the US-CA Consent Decree if, after consultation with EPA and CARB, the Parties are unable to agree on the need for or scope of any modification of the Extended Warranty under this Paragraph. In the event that the Extended Warranty is modified pursuant to this Paragraph, the modified Extended Warranty shall apply to all affected Eligible Vehicles that have received or will receive the Approved Emissions Modification.

(c) Extended Warranty Period. For all Eligible Vehicles that receive the Approved Emissions Modification on or before the Recall Target Deadline (as defined in paragraph 37 of the US-CA Consent Decree), the Extended Warranty Period (as defined in paragraph 45 of the US-CA Consent Decree) shall be the greater of (i) 10 years from the date of initial sale or 120,000 actual miles on the vehicle odometer, whichever comes first; and (ii) 4 years or 48,000 miles, from date and mileage of installing the Approved Emissions Modification on the vehicle, whichever comes first. For any Eligible Vehicle that receives the Approved Emissions Modification after the Recall Target Deadline, the Extended

1 Warranty Period shall be as described in this Section, but in no  
2 event shall the Extended Warranty apply to or provide any coverage  
3 for the Eligible Vehicle after May 1, 2029. In the event that an  
4 Eligible Vehicle that has received the Approved Emissions  
5 Modification is resold, the remaining Extended Warranty Period, if  
6 any, is transferable to subsequent purchasers and shall continue  
7 through the date or mileage determined in this Paragraph for the  
8 benefit of such subsequent purchasers.

9 (d) Buyback and Lease Termination Remedies. In addition to any  
10 protections provided by applicable law (including those referenced  
11 in subparagraph 45.e. of the US-CA Consent Decree), Fiat Chrysler  
12 must provide a Buyback or Lease Termination to any Eligible  
13 Owner or Eligible Lessee of an Eligible Vehicle that receives the  
14 Approved Emissions Modification in the event that, during the 18  
15 months or 18,000 miles (whichever comes first) following the  
16 completion of the Approved Emissions Modification (the “Remedy  
17 Period”), Fiat Chrysler fails to repair or remedy a confirmed failure  
18 or malfunction covered by the Extended Warranty and associated  
19 with the Approved Emissions Modification (a “Warrantable  
20 Failure”) after the Eligible Owner or Eligible Lessee physically  
21 presents the Eligible Vehicle to a Dealer for repair of the  
22 Warrantable Failure; and (1) the Warrantable Failure is unable to be  
23 remedied after making four separate service visits to the same  
24 Dealer for the same Warrantable Failure during the Remedy Period;  
25 or (2) the Eligible Vehicle with the Warrantable Failure is out-of-  
26 service due to the Warrantable Failure for a cumulative total of  
27 thirty (30) days during the Remedy Period, not including any days  
28 when the Dealer returns or otherwise tenders the Eligible Vehicle to

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the customer while the Dealer awaits necessary parts and such vehicle remains Operable.

(e) Preservation of Remedies. The Extended Warranty shall be subject to any remedies provided by state or federal laws, such as the Magnuson-Moss Warranty Act, that provide consumers with protections, including without limitation “Lemon Law” protections, with respect to warranties.

(f) Warranty Database for Consumers. For ten (10) years following the Effective Date, Fiat Chrysler shall maintain a database by which users, including Eligible Owners, Eligible Lessees, and prospective purchasers, may conduct a free-of-charge search by vehicle VIN to determine whether the vehicle has received an Approved Emissions Modification and whether the Extended Warranty and any additional warranty extension(s) (as described in Paragraphs 45 and 86.k. of the US-CA Consent Decree) applies to the specific vehicle. Fiat Chrysler must provide the VINs for all such vehicles to the PSC within fifteen (15) Days of the PSC’s request.

(g) Warranty Database for Dealers. For twenty (20) years following the Effective Date, Fiat Chrysler shall maintain a database or other communications system that includes all Subject Vehicles, by which Dealers may search by vehicle VIN to determine whether the Extended Warranty and any additional warranty extension(s) apply to a specific Eligible Vehicle. Fiat Chrysler shall establish procedures such that the vehicle VIN shall dictate component or system coverage. Such procedures shall include a feature by which Dealers may enter an identification number or other code for any part pertaining to an Eligible Vehicle and determine whether such part is covered by the Extended Warranty.

1 (h) Continued Service for Unmodified Vehicles. For Eligible Owners  
2 and Eligible Lessees who decline to receive the Approved  
3 Emissions Modification for an Eligible Vehicle, Fiat Chrysler must  
4 continue to service such Eligible Vehicle in accordance with  
5 existing applicable federal and state law warranty provisions  
6 (including any exclusions for modified parts, components, and  
7 software), consistent with paragraph 45.h. of the US-CA Consent  
8 Decree.

9 4.3.3. Warranty Disputes. The Claims Review Committee shall adjudicate  
10 disputes regarding any eligibility for Extended Warranty claims in  
11 accordance with the US-CA Consent Decree.

12 4.3.4. In accordance with paragraph 48 of the US-CA Consent Decree, this  
13 Section (4.3) is intended to comply with paragraph 45 of the US-CA  
14 Consent Decree (Extended Warranty), and to substitute for those  
15 consumer-facing obligations for Fiat Chrysler in paragraph 45 of the US-  
16 CA Consent Decree.

17 4.4. **Other Incorporated Warranties**. The Parties incorporate all warranties and  
18 Lemon Law provisions set forth in paragraph 45 of the US-CA Consent Decree as material terms  
19 of this Class Action Settlement.

20 4.5. **Approved Emissions Modification Disclosure**. As set forth in the US-CA  
21 Consent Decree, FCA US shall provide Eligible Owners, Eligible Lessees, and, as applicable,  
22 prospective purchasers of Subject Vehicles with a clear and accurate written disclosure as  
23 approved in the sole discretion of the EPA and CARB (the “Approved Emissions Modification  
24 Disclosure”) regarding the impacts of the Approved Emissions Modification on an Eligible  
25 Vehicle. The Approved Emissions Modification Disclosure shall also be made available online  
26 by FCA US through the Settlement Website, which will, among other things, display the  
27 Approved Emissions Modification Disclosure applicable to a specific vehicle when a user inputs  
28 the Vehicle Identification Number (“VIN”). This online access shall continue for a minimum of

1 ten (10) years after the US-CA Consent Decree is entered. As described more fully in the US-CA  
2 Consent Decree, the Approved Emissions Modification Disclosure will describe in plain  
3 language: (1) the Approved Emissions Modification and related software changes; (2) a clear  
4 explanation of each subsequent service action required by the Approved Emissions Modification,  
5 if any; (3) any and all reasonably predictable changes resulting from the Approved Emissions  
6 Modification, including but not limited to changes to reliability, durability, fuel economy, noise,  
7 vibration, vehicle performance, drivability, diesel exhaust fluid (“DEF”) consumption, and any  
8 other vehicle attributes that may reasonably be important to vehicle owners; (4) a basic summary  
9 of how Class Members can obtain the Approved Emissions Modification; (5) system limitations  
10 that make identification and repair of any components difficult or even impossible, compromise  
11 warranty coverage, or may reduce the effectiveness of inspection and maintenance program  
12 vehicle inspections; and (6) any other disclosures required under the terms of the US-CA Consent  
13 Decree.

14       **4.6. No Prohibition on Other Incentives.** Nothing in this Class Action Agreement is  
15 intended to prohibit Fiat Chrysler from offering any consumer any further incentives in addition  
16 to those provided herein; however, Fiat Chrysler may not offer Class Members other incentives in  
17 lieu of the options contained herein, in whole or in part, or any incentive not to participate in the  
18 Repair Program. Likewise, Fiat Chrysler shall request that Authorized Dealers not offer any  
19 incentive not to participate in the Repair Program.

20       **4.7. Disposition of Returned Vehicles.** As set forth more fully in paragraph 46 of the  
21 US-CA Consent Decree, unmodified Eligible Vehicles returned to Fiat Chrysler must receive the  
22 Approved Emissions Modification before they may be resold in the United States.

23       **4.8. Telephone Call Center.** FCA US shall establish a telephone call center to address  
24 Class Member inquiries. The Parties will agree as to what information will be provided by the  
25 telephone call center to inquiring Class Members. FCA US shall staff the call center with enough  
26 operators to ensure that Class Member hold time will be minimal, and in any event no more than  
27 five minutes on average. In accordance with paragraph 48 of the US-CA Consent Decree, this  
28 Paragraph (4.8) is intended to comply with paragraph 38.c. of the US-CA Consent Decree (Call

1 Center and Online Support), and to fulfill those consumer-facing obligations for Fiat Chrysler in  
2 paragraph 38.c. of the US-CA Consent Decree.

3 4.9. **Responsibility for Required Payments by Fiat Chrysler.** FCA US shall bear  
4 the ultimate responsibility for all required payments owed by Fiat Chrysler under this Class  
5 Action Agreement on a claims-made basis, as described herein. Fiat Chrysler's obligations of the  
6 Class Action Agreement apply to, and are binding upon, the Fiat Chrysler Entities and any of Fiat  
7 Chrysler's successors, assigns, or other entities or persons otherwise bound by law. FCA US  
8 bears the ultimate responsibility for making all payments owed by Fiat Chrysler, including, but  
9 not limited to, all costs and warranties associated with the Claims Program. Further, FCA US  
10 shall be jointly and severally responsible to implement all repair requirements described herein.  
11 Any legal successor or assign of FCA US shall assume FCA US's liability and remain jointly and  
12 severally liable for the payment and other performance obligations herein. FCA US shall include  
13 an agreement to so remain liable in the terms of any sale, acquisition, merger, or other transaction  
14 changing the ownership or control of any of its successors or assigns. No change in the  
15 ownership or control of any such entity shall affect the obligations herein of FCA US without  
16 modification of the Class Action Agreement.

17 4.10. **Responsibility for Required Payments by Bosch.** Bosch's obligations under this  
18 Class Action Agreement are limited solely to the payment of not more than \$27.5 million in  
19 accordance with Section 10 of this Class Action Agreement, and such further amount for  
20 attorney's fees, if any, as may be ordered as provided under this Class Action Agreement. Robert  
21 Bosch GmbH shall bear the ultimate responsibility for Bosch's payment obligations under this  
22 Class Action Agreement. Bosch's obligations under the Class Action Agreement apply to, and are  
23 binding upon, Robert Bosch GmbH and Robert Bosch LLC and any successors, assigns, or other  
24 entities or persons otherwise bound by law to satisfy their obligations.

25 4.11. **Tax Implications.** Class Members should consult their personal tax advisor for  
26 assistance regarding any tax ramifications of this Class Action Settlement. Neither the PSC nor  
27 Defendants and their counsel are providing any opinion or advice as to the tax consequences or  
28 liabilities of Class Members as a result of any payments or benefits under this Class Action

1 Settlement.

2 4.12. **Settlement Value.** This is a claims-made settlement. The estimated maximum  
3 aggregate value of the monetary component of this Class Action Settlement is \$307,460,800, if  
4 every Class Member participates in the Settlement by filing a timely and valid Claim. The  
5 estimated per-vehicle cost to Fiat Chrysler of the warranty components of this Class Action  
6 Settlement is approximately \$1,050. This Class Action Settlement is specifically designed, in  
7 conjunction with the US-CA Consent Decree, to incentivize and to facilitate the achievement of a  
8 minimum claims rate of 85%, and the parties are committed to achieving the highest claims rate  
9 possible in connection with this Class Action Settlement.

10 4.13. **Deceased, Divorced, Dissolved, or Bankrupt Claim Members.** Nothing in the  
11 Class Action Agreement shall prevent Class benefits from being provided, upon appropriate  
12 proof, to, or for the benefit of, an otherwise eligible Class Member, or that Class Member's estate  
13 or legal representative, notwithstanding that Class Member's death, divorce, dissolution, or  
14 bankruptcy (whether discharged or ongoing), in accordance with applicable law.

15 **5. CLASS CLAIMS PROCESS AND ADMINISTRATION**

16 5.1. **Claims Program.** As described in detail in Exhibit 4 to this Settlement  
17 Agreement, the Claims Program involves multiple steps depending on a Class Member's status.  
18 The process for submitting a Claim is designed to be as simple and convenient to Class Members  
19 as possible, consistent with the integrity of the Claims Program.

20 5.2. While the Approved Emission Modification and Extended Warranty are benefits  
21 available under the Class Action Settlement and the US-CA Consent Decree, all owners and  
22 lessees of Subject Vehicles are entitled to an Approved Emissions Modification starting 15 days  
23 after the Effective Date of the US-CA Consent Decree, regardless of whether they participate in  
24 this Claims Program. Under the US-CA Consent Decree, all owners and lessees who receive the  
25 Approved Emissions Modification also are entitled to the Extended Warranty, under the terms set  
26 forth in paragraph 45 of the US-CA Consent Decree and, for Class Members, the terms set forth  
27 in Section 4 of the Class Action Agreement. Nothing in the Class Action Agreement is intended  
28 to impose any requirements or conditions that must be met in order for Class Members to receive

1 the Approved Emissions Modification or the Extended Warranty. Nothing in the Class Action  
2 Agreement limits Class Members from receiving an Approved Emissions Modification from an  
3 Authorized Dealer. However, the Claims Program described in this Class Action Agreement  
4 shall be the exclusive process for submitting a claim for a Class Member Payment, and neither  
5 FCA nor any Authorized Dealer shall require or request an Individual Release for an Approved  
6 Emissions Modifications performed on an Eligible Vehicle for which no Claim has been  
7 submitted pursuant to this Class Action Agreement.

8         5.3.     The Claims Program involves six steps. At **Step 1**, each Class Member will  
9 receive information about the Approved Emissions Modification. At **Step 2**, the Class Member  
10 will submit a Claim Form online or by mail that contains certain information about his or her  
11 Eligible Vehicle along with required documentation. Eligible Former Owners and Eligible  
12 Former Lessees must submit a complete and valid Claim within 90 days of the Court's Final  
13 Approval Order to receive benefits under this Class Action Agreement. At **Step 3**, the Class  
14 Member's document package and information will be reviewed for completeness and eligibility.  
15 At **Step 4**, FCA US will extend an offer if the Class Member is eligible. At **Step 5** the Class  
16 Member may accept the offer. At **Step 6**, Eligible Owners and Eligible Lessees promptly will  
17 receive their Class Member Payments after FCA US receives proof that they have received an  
18 Approved Emissions Modification. For Eligible Former Owners and Eligible Former Lessees,  
19 the Class Member will receive their Class Member Payment after they accept the offer.

20         5.4.     **Claim Form Submissions after Completion of Approved Emissions**  
21 **Modifications.** An Eligible Owner or Eligible Lessee who receives an Approved Emissions  
22 Modification for his or her Eligible Vehicle prior to completing any of the six steps identified in  
23 Paragraph 5.3 will still be eligible for the Class Member Payment if that Eligible Owner or  
24 Eligible Lessee submits a Claim Form by the Claim Submission Deadline for Eligible Owners  
25 and Eligible Lessees and completes the remaining steps in the Claims Program.

26         5.5.     **Loaner Vehicle.** FCA US will provide a loaner vehicle at no cost to the Eligible  
27 Owner/Lessee for any Approved Emissions Modification that is scheduled to take longer than  
28 three hours or that is not complete within three hours of the scheduled start of the appointment.

1 Class Members who receive a loaner vehicle under this provision will have 24 hours to return the  
2 vehicle from the time Fiat Chrysler notifies them that the Approved Emissions Modification is  
3 complete.

4       **5.6. Claims Administrator.** Based on information and documents collected from  
5 Class Members by FCA US, the Claims Administrator will oversee the implementation and  
6 administration of the Claims Program. The Claims Administrator's duties include, but are not  
7 limited to (1) receiving and maintaining on behalf of the Court any Class Member  
8 correspondence regarding requests for exclusion and/or objections to the Settlement as well as  
9 correspondence sent to the Claims Review Committee; (2) forwarding written inquiries to Class  
10 Counsel or its designee for a response, if warranted; and (3) preparing periodic reports on the  
11 progress and status of the Claims Program, as set forth in Section 5.7. All reasonable and  
12 necessary costs of claims administration and the fees and costs of the Claims Administrator shall  
13 be borne exclusively by FCA US.

14       **5.7. Reporting.** The Claims Administrator will prepare periodic reports on the  
15 progress and status of the Claims Program, as required by paragraphs 47 and 49 of the US-CA  
16 Consent Decree. The Claims Administrator shall provide reports to the Parties, and, as required  
17 by paragraphs 47 and 49 of the US-CA Consent Decree, shall do so on a monthly basis for the  
18 first year after the Effective Date and quarterly thereafter, and shall provide a final report within  
19 21 days of the final distribution of settlement funds to Class Members. These reports will include  
20 information sufficient to allow the Court and the Parties to assess the Claims Program's progress.

21       **5.8. The Court's Ongoing and Exclusive Jurisdiction.** The Court retains the  
22 ongoing and exclusive jurisdiction and independent case management authority, as MDL  
23 Transferee Judge and under Federal Rule of Civil Procedure 23, regarding the general operation  
24 of the Claims Program and those appointed to implement and oversee it.

## 25       **6. REQUESTS FOR EXCLUSION**

26       **6.1. Manner of Opting Out.** The Class Notice Program will provide instructions  
27 regarding the procedures that must be followed to opt out of the Class pursuant to Fed. R. Civ. P.  
28 23(c)(2)(B)(v). The Parties agree that, to opt out validly from the Class, a Class Member must

1 personally sign (electronic signatures, including Docusign, are invalid and will not be considered  
2 personal signatures) and send a written request to opt out stating “I wish to exclude myself from  
3 the Class in *In re Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales Practices, And Products*  
4 *Liability Litigation*, No. 17-md-02777,” (or substantially similar clear and unambiguous  
5 language) to the Claims Administrator on or before the Opt-Out Deadline (postmarked no later  
6 than April 1, 2019), at an address to be provided by Fiat Chrysler. That written request must  
7 include the Class Member’s name, address, telephone number, and VIN of the Eligible Vehicle  
8 forming the basis of the Class Member’s inclusion in the Class, a statement as to whether the  
9 Class Member owns/owned or leases/leased the Eligible Vehicle, and the date(s) of the Class  
10 Member’s ownership or lease of the Eligible Vehicle (i.e., start date and, if applicable, end date of  
11 possession). For any Class Member who no longer owns or leases an Eligible Vehicle, evidence  
12 that the vehicle was sold or that the lease expired or was terminated also must be provided to  
13 validly opt out of the Class Action Settlement Agreement. The Parties retain discretion to  
14 determine whether any opt-out request substantially complies with the requirements above. The  
15 Claims Administrator will provide copies of all opt-out requests to Lead Plaintiffs’ Counsel, Fiat  
16 Chrysler’s Lead Counsel, and Bosch’s Lead Counsel within seven days of the receipt of each  
17 such request. Opt-out requests that are signed by an attorney but not by the Class Member are  
18 invalid.

19       **6.2. Consequences of Failure to Opt Out in a Timely and Proper Manner.** All  
20 Class Members who do not timely and properly opt out of the Class will in all respects be bound  
21 by all terms of this Class Action Agreement and the Final Approval Order upon the Effective  
22 Date.

23       **6.3. Opting Out and Objecting Are Mutually Exclusive Options.** Any Class  
24 Member who elects to opt out pursuant to this Section may not also object to the Settlement. Any  
25 Class Member who elects to object pursuant to Section 7 herein may not also opt out pursuant to  
26 this Section.

## 27 **7. OBJECTIONS TO THE SETTLEMENT**

28       **7.1. Manner of Objecting.** The Class Notice Program will provide instructions

1 regarding the procedures that must be followed to object to the Settlement pursuant to Federal  
2 Rule of Civil Procedure 23(e)(5). Provided that a Class Member has not submitted a written  
3 request to opt out, as set forth in Section 6, the Class Member may present written objections, if  
4 any, explaining why he or she believes the Class Action Settlement should not be approved by the  
5 Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a  
6 Class Member who wishes to object to any aspect of the Class Action Settlement must file with  
7 the Court, or as the Court otherwise may direct, a written statement of the objection(s). The  
8 written statement of objection(s) must include a detailed statement of the Class Member's  
9 objection(s), as well as the specific reasons, if any, for each such objection, including any  
10 evidence and legal authority the Class Member wishes to bring to the Court's attention. That  
11 written statement also will contain the Class Member's printed name, address, telephone number,  
12 and VIN of the Eligible Vehicle forming the basis of the Class Member's inclusion in the Class,  
13 the dates of the Class Member's ownership or lease of the Eligible Vehicle, a statement as to  
14 whether the Class Member is an Eligible Owner, Eligible Lessee, Eligible Former Owner, or  
15 Eligible Former Lessee, a statement that the Class Member has reviewed the Class definition and  
16 has not opted out of the Class, and any other supporting papers, materials, or briefs the Class  
17 Member wishes the Court to consider when reviewing the objection.

18 **7.2. Objecting Through Counsel.** A Class Member may object on his or her own  
19 behalf or through a lawyer hired at that Class Member's own expense, provided the Class  
20 Member has not submitted a written request to opt out, as set forth in Section 6. The objection  
21 must state whether it applies only to the objector, to a specific subset of the Class, or to the entire  
22 Class, and also state with specificity the grounds for the objection. Lawyers asserting objections  
23 on behalf of Class Members must: (1) file a notice of appearance with the Court by the date set  
24 forth in the Order Approving Notice and Class Certification Order, or as the Court otherwise may  
25 direct; (2) file a sworn declaration attesting to his or her representation of each Class Member on  
26 whose behalf the objection is being filed or file (in camera) a copy of the contract between that  
27 lawyer and each such Class Member; and (3) comply with the procedures described in this  
28 Section. Lawyers asserting objections on behalf of Class Members also must file a sworn

1 declaration that specifies the number of times during the prior five-year period they have objected  
2 to a class action settlement on their own behalf or on behalf of a class member.

3       7.3. **Intent to Appear at the Fairness Hearing.** A Class Member (or counsel  
4 individually representing him or her, if any) seeking to make an appearance at the Fairness  
5 Hearing must file with the Court, by the date set forth in the Order Approving Notice, a written  
6 notice of his or her intent to appear at the Fairness Hearing, in accordance with the requirements  
7 set forth in the Order Approving Notice, or by such time and in such manner as the Court may  
8 otherwise direct.

9       7.4. **Consequences of Failure to Object in a Timely and Proper Manner.** Unless  
10 the Court directs otherwise, any Class Member who fails to comply with the provisions of this  
11 Section will waive and forfeit any and all rights he, she, or it may have to object to the Class  
12 Action Settlement and/or to appear and be heard on said objection at the Fairness Hearing.  
13 Failure to object waives a Class Member's right to appeal.

14 **8. DUTIES OF THE NOTICE AND CLAIMS ADMINISTRATOR**

15       8.1. The Notice and Claims Administrator shall be responsible for, without limitation:  
16 (1) printing, mailing by First-Class U.S. Mail, postage paid, or arranging for the mailing of,  
17 and/or e-mailing of, the Short Form Notice (attached as Exhibit 2); (2) updating Class Member  
18 address information prior to mailing using the National Change of Address (NCOA) system; (3)  
19 handling returned notice-related mail not delivered to Class Members; (4) attempting to obtain  
20 updated address information for any Short Form Notices returned without a forwarding address;  
21 (5) responding to requests for Long Form Notice packages; (6) establishing a post-office box for  
22 the receipt of any correspondence; (7) responding to requests from Class Counsel, Fiat Chrysler's  
23 Lead Counsel, or Bosch's Lead Counsel; (8) assisting in the creation of Notice-related content for  
24 the Settlement Websites to which Class Members may refer for information about the Action and  
25 the Class Action Settlement; (9) otherwise implementing and/or assisting with the dissemination  
26 of the notice of the Class Action Settlement; (10) consulting on the Settlement Website during the  
27 Settlement Benefit Period; (11) processing and issuing the Class Member Payments from the  
28 Escrow Account in accordance with the allocation plan between funds contributed by FCA US

1 and Bosch; and (12) auditing 10% of submitted Claims, chosen at random.

2 8.2. The Notice Administrator shall be responsible for arranging for the publication of  
3 notice, establishing Internet banner notifications, and for consulting on other aspects of the Class  
4 Notice Program including, but not limited to, media outreach, including advertisements, in  
5 national newspapers, trade publications, and the Internet. The print advertisements will be  
6 substantially similar to the Short Form Notice.

7 8.3. **Additional Notices.** At least 180 days prior to the end of the Settlement Benefit  
8 Period, FCA US shall send (or cause to be sent) a notice of reminder (“Reminder Notice”) to  
9 reasonably identifiable Class Members that have not submitted a claim, opted out of the Class  
10 Action Settlement, or missed an applicable Claim Submission Deadline. The Reminder Notice  
11 shall inform such Class Members of the deadlines to submit a claim in order to receive benefits  
12 pursuant to this Class Action and shall direct them to the Settlement Website. At least 120 days  
13 prior to the end of the Settlement Benefit Period, FCA US shall send (or cause to be sent) to those  
14 Class Members who have not yet submitted a claim, opted out pursuant to this Settlement  
15 Agreement, or missed an applicable Claim Submission Deadline another Reminder Notice. The  
16 Reminder Notices shall be sent by First Class U.S. Mail, postage paid, or by email.

17 8.4. All reasonable and necessary costs of the Class Notice Program and the fees and  
18 costs of the Notice Administrator shall be borne exclusively by FCA US.

19 8.5. Within two days of the issuance of the Order Approving Notice, FCA US shall  
20 transfer or pay to the Notice Administrator an amount sufficient to cover the initial costs of the  
21 Class Notice Program.

22 8.6. The Notice Administrator may retain one or more persons to assist in the  
23 completion of his or her responsibilities.

24 8.7. At the earliest practicable time, Defendants shall send to each appropriate state and  
25 federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms.  
26 The identities of such officials and the content of the materials shall be mutually agreed to by the  
27 Parties.

28 8.8. Not later than ten (10) days before the date of the Fairness Hearing, the Notice

1 Administrator shall file with the Court a list of those persons who have opted out or excluded  
2 themselves from the Settlement. The Notice Administrator shall file with the Court the details  
3 outlining the scope, method and results of the Class Notice Program.

4 8.9. The Claims Administrator and the Parties shall promptly after receipt provide  
5 copies of any requests for exclusion, objections and/or related correspondence to each other.

6 8.10. In accordance with paragraph 48 of the US-CA Consent Decree, this Section 8 is  
7 intended to comply with paragraph 43 of the US-CA Consent Decree (Notices and Disclosures  
8 Regarding Recall Program), and to fulfill the consumer-facing obligations for Fiat Chrysler in  
9 paragraph 43 of the US-CA Consent Decree.

## 10 **9. RELEASE AND WAIVER**

11 9.1. The Parties agree to the following release and waiver (as defined above, the  
12 Release), which shall take effect upon entry of the Final Approval Order. The terms of the  
13 Release are a material term of the Class Action Agreement and will be reflected in the Final  
14 Approval Order.

15 9.2. **Released Parties.** Released Parties means any person who, or entity that, is or  
16 could be responsible or liable in any way whatsoever, whether directly or indirectly, for the 3.0-  
17 liter Diesel Matter. The Released Parties include, without limitation, (1) Fiat Chrysler  
18 Automobiles N.V., FCA US LLC, VM Motori S.p.A, VM Motori North America, Sergio  
19 Marchionne and his estate and his executors, Robert Bosch LLC and Robert Bosch GmbH, and  
20 any former, present, and future owners, shareholders (direct or indirect), members (direct or  
21 indirect), directors, officers, members of management or supervisory boards, employees,  
22 attorneys, affiliates, parent companies (direct or indirect), subsidiaries (direct or indirect),  
23 predecessors, and successors of any of the foregoing (the "Released Entities"); (2) any and all  
24 contractors, subcontractors, joint venture partners, consultants, auditors, and suppliers of the  
25 Released Entities; (3) any and all persons and entities indemnified by any Released Entity with  
26 respect to the 3.0-liter Diesel Matter; (4) any and all other persons and entities involved in the  
27 design, research, development, manufacture, assembly, testing, sale, leasing, repair, warranting,  
28 marketing, advertising, public relations, promotion, or distribution of any Eligible Vehicle, even

1 if such persons are not specifically named in this paragraph, including without limitation all  
2 Authorized Dealers, as well as non-authorized dealers and sellers; (5) Claims Administrator;  
3 (6) Notice Administrator; (7) lenders, creditors, financial institutions, or any other parties that  
4 financed any purchase or lease of an Eligible Vehicle; and (8) for each of the foregoing, their  
5 respective former, present, and future affiliates, parent companies, subsidiaries, predecessors,  
6 successors, shareholders, indemnitors, subrogees, spouses, joint ventures, general or limited  
7 partners, attorneys, assigns, principals, officers, directors, members of management or  
8 supervisory boards, employees, members, agents, representatives, trustees, insurers, reinsurers,  
9 heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal  
10 representatives, divisions, dealers, and suppliers.

11           **9.3. Class Release.** In consideration for the Settlement, Class Members, on behalf of  
12 themselves and their agents, heirs, executors and administrators, successors, assigns, insurers,  
13 attorneys (including any attorney engaged by Class Members who is not Class Counsel),  
14 representatives, shareholders, owners associations, and any other legal or natural persons who  
15 may claim by, through, or under them (the “Releasing Parties”), fully, finally, irrevocably, and  
16 forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands,  
17 actions, or causes of action, whether known or unknown, that they may have, purport to have, or  
18 may have hereafter against any Released Party, as defined above, arising out of or in any way  
19 related to the 3.0-liter Diesel Matter. This Release applies to any and all claims, demands,  
20 actions, or causes of action of any kind or nature whatsoever, whether in law or in equity,  
21 contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential,  
22 liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or  
23 undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed  
24 or hidden, arising from or in any way related to the 3.0-liter Diesel Matter, including without  
25 limitation (1) any claims that were or could have been asserted in the Action; and (2) any claims  
26 for fines, penalties, economic damages, punitive damages, exemplary damages, liens, injunctive  
27 relief, attorneys’ fees (except as provided in Section 11 of this Class Action Agreement), expert,  
28 consultant, or other litigation fees or costs other than fees and costs awarded by the Court in

1 connection with this Settlement or to attorneys other than Class Counsel, or any other liabilities,  
2 that were or could have been asserted in any civil, administrative, or other proceeding, including  
3 arbitration (the “Released Claims”). This Release applies without limitation to any and all such  
4 claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature  
5 under which they are based or advanced including without limitation legal and/or equitable  
6 theories under any federal, state, provincial, local, tribal, administrative, or international law, or  
7 statute, ordinance, code, regulation, contract, common law, equity, or any other source, and  
8 whether based in strict liability, negligence, gross negligence, punitive damages, nuisance,  
9 trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or  
10 equitable theory, whether existing under the laws of the United States, a State, territory, or  
11 possession of the United States, or of any other foreign or domestic state, territory, or other legal  
12 or governmental body, whether existing now or arising in the future, that arise from or in any way  
13 relate to the 3.0-liter Diesel Matter. Notwithstanding the foregoing, this Agreement does not  
14 release any claims for wrongful death or personal injury.

15       **9.4. Possible Future Claims.** For the avoidance of doubt, Class Members expressly  
16 understand and acknowledge that they may hereafter discover claims presently unknown or  
17 unsuspected, or facts in addition to or different from those that they now know or believe to be  
18 true, related to the 3.0-liter Diesel Matter, the Action and/or the Release herein. Nevertheless, it  
19 is the intention of Class Counsel and the Settlement Class Representatives in executing this Class  
20 Action Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish,  
21 settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist,  
22 or might have existed (whether or not previously or currently asserted in any action or  
23 proceeding) with respect to the 3.0-liter Diesel Matter.

24       **9.5. Release of “Holder Rule” Claims.** In exchange for the Class Action Settlement  
25 compensation and remedies described in Section 4 and Exhibit 1, Class Members shall execute a  
26 release releasing their potential claims under the Trade Regulation Rule Concerning the  
27 Preservation of Consumers’ Claims and Defenses, 16 C.F.R. § 433.2 (the “Holder Rule”), relating  
28 to the 3.0-liter Diesel Matter.

1           **9.6. Waiver of California Civil Code Section 1542 and Analogous Provisions.**

2 Settlement Class Representatives expressly understand and acknowledge, and Class Members  
3 will be deemed to understand and acknowledge Section 1542 of the California Civil Code, which  
4 provides: “**A general release does not extend to claims which the creditor does not know or**  
5 **suspect to exist in his or her favor at the time of executing the release, which if known by**  
6 **him or her must have materially affected his or her settlement with the debtor.**” Each  
7 Settlement Class Representative expressly acknowledges that he, she, or it has been advised by  
8 Class Counsel of the contents and effect of Section 1542 and that he, she, or it has considered the  
9 possibility that the number or magnitude of all claims may not currently be known. To ensure  
10 that this Release is interpreted fully in accordance with its terms, Class Members expressly waive  
11 and relinquish any and all rights and benefits that they may have under Section 1542 to the extent  
12 that such Section may be applicable to the Release. Class Members likewise expressly waive and  
13 relinquish any rights or benefits of any law of any state or territory of the United States, federal  
14 law or principle of common law, or of international or foreign law, which is similar, comparable,  
15 analogous, or equivalent to Section 1542 of the California Code to the extent that such laws or  
16 principles may be applicable to the Release.

17           **9.7. Individual Release.** Each Class Member who receives a Class Member Payment  
18 shall be required to execute an Individual Release, in the form attached as Exhibit 5, as a  
19 precondition to receiving such payment. Consistent with the Release provided in this Agreement,  
20 the Individual Release will provide that the Class Member releases all of the Released Parties  
21 from any and all present and future claims (as described in Section 9) arising out of or related to  
22 the 3.0-liter Diesel Matter. The Individual Release shall remain effective even if the Final  
23 Approval Order is reversed and/or vacated on appeal, or if this Class Action Agreement is  
24 abrogated or otherwise voided in whole or in part.

25           **9.8. Actions or Proceedings Involving Released Claims.** Class Members who do not  
26 opt out expressly agree that this Release, and the Final Approval Order, is, will be, and may be  
27 raised as a complete defense to, and will preclude, any action or proceeding specified in, or  
28 involving claims encompassed by, this Release. Class Members who do not opt out shall not now

1 or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution,  
2 commencement, filing or prosecution of any suit, action, and/or other proceeding, against the  
3 Released Parties with respect to the claims, causes of action and/or any other matters subject to  
4 this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or  
5 proceeding not already encompassed by the Action, Class Members who do not opt out shall  
6 cause such suit, action, or proceeding to be dismissed with prejudice. If a Class Member who  
7 does not opt out commences, files, initiates, or institutes any new legal action or other proceeding  
8 for any Released Claim against any Released Party in any federal or state court, arbitral tribunal,  
9 or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with  
10 prejudice and at that Class Member's cost; and (2) the respective Released Party shall be entitled  
11 to recover any and all reasonable related costs and expenses from that Class Member arising as a  
12 result of that Class Member's breach of his, her, or its obligations under this Release. Within five  
13 business days of the Post-Appeal Date, Class Counsel will dismiss the Complaint with prejudice.

14       **9.9. Ownership of Released Claims.** Settlement Class Representatives represent and  
15 warrant that they are the sole and exclusive owners of any and all claims that they personally are  
16 releasing under this Class Action Agreement. Settlement Class Representatives further  
17 acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold,  
18 transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way  
19 whatsoever pertaining to the 3.0-liter Diesel Matter, including without limitation, any claim for  
20 benefits, proceeds or value under the Action, and that Settlement Class Representatives are not  
21 aware of anyone other than themselves claiming any interest, in whole or in part, in any benefits,  
22 proceeds or values to which Settlement Class Representatives may be entitled as a result of the  
23 3.0-liter Diesel Matter. Class Members submitting a Claim Form shall represent and warrant  
24 therein that they are the sole and exclusive owner of all claims that they personally are releasing  
25 under the Class Action Agreement and that they have not assigned, pledged, or in any manner  
26 whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out  
27 of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for  
28 benefits, proceeds or value under the Actions, and that such Class Members are not aware of

1 anyone other than themselves claiming any interest, in whole or in part, in any benefits, proceeds  
2 or values to which those Class Members may be entitled as a result of the 3.0-liter Diesel Matter.

3       **9.10. Total Satisfaction of Released Claims.** Any benefits pursuant to the Class  
4 Action Agreement are in full, complete, and total satisfaction of all of the Released Claims  
5 against the Released Parties. Such benefits are sufficient and adequate consideration for each and  
6 every term of this Release, and this Release shall be irrevocably binding upon Settlement Class  
7 Representatives and Class Members who do not opt out of the Class.

8       **9.11. Release Not Conditioned on Claim or Payment.** The Release shall be effective  
9 with respect to all Releasing Parties, including all Class Members who do not opt out, regardless  
10 of whether those Class Members ultimately submit a Claim under this Class Action Agreement.

11       **9.12. Basis for Entering Release.** Class Counsel acknowledge that they have  
12 conducted sufficient independent investigation and discovery to enter into this Class Action  
13 Agreement and that they execute this Class Action Agreement freely, voluntarily, and without  
14 being pressured or influenced by, or relying on any statements, representations, promises, or  
15 inducements made by the Released Parties or any person or entity representing the Released  
16 Parties, other than as set forth in this Class Action Agreement. Settlement Class Representatives  
17 acknowledge, agree, and specifically represent and warrant that they have discussed with Class  
18 Counsel the terms of this Class Action Agreement and have received legal advice with respect to  
19 the advisability of entering into this Class Action Agreement and the Release, and the legal effect  
20 of this Class Action Agreement and the Release. The representations and warranties made  
21 throughout the Class Action Agreement shall survive the execution of the Class Action  
22 Agreement and shall be binding upon the respective heirs, representatives, successors and assigns  
23 of the Parties.

24       **9.13. Material Term.** Settlement Class Representatives and Class Counsel hereby  
25 agree and acknowledge that this Section 9 in its entirety was separately bargained for and  
26 constitutes a key, material term of the Class Action Agreement that shall be reflected in the Final  
27 Approval Order.

28       **9.14. Reservation of Claims.** This Class Action Agreement shall resolve the claims of

1 Class Members who do not opt out only as they relate to the 3.0-liter Diesel Matter. The Parties  
2 reserve all rights to litigate liability and equitable relief of any sort for any subset of vehicles,  
3 purchasers, or lessees not expressly covered by this Class Action Agreement.

4 **9.15. Released Parties' Releases of Settlement Class Representatives, the Class, and**  
5 **Counsel.** Upon the Effective Date, Released Parties absolutely and unconditionally release and  
6 forever discharge the Settlement Class Representatives, Class Members, Defendants' counsel and  
7 Class Counsel from any and all claims relating to the institution or prosecution of the Action.

8 **9.16. Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over all  
9 Parties, the Action, and this Class Action Agreement to resolve any dispute that may arise  
10 regarding this Class Action Agreement or in relation to this Action, including any dispute  
11 regarding validity, performance, interpretation, administration, enforcement, enforceability, or  
12 termination of the Class Action Agreement and no Party shall oppose the reopening and  
13 reinstatement of the Action on the MDL Court's active docket for the purposes of effecting this  
14 Section.

## 15 **10. ESCROW ACCOUNT**

16 **10.1.** Within ten business days after the Court enters the Final Approval Order, FCA US  
17 and Bosch shall each fund the Escrow Account with their respective "Funding Amount," which  
18 funds shall be used, as necessary, to compensate Class Members who submit valid Claims  
19 pursuant to this Class Action Agreement. The initial Funding Amount shall be \$45 million from  
20 FCA US and \$5 million from Bosch. If and when the funding level of the Escrow Account falls  
21 below 15% of the outstanding remaining liability to Class Members under this Class Action  
22 Agreement, the Escrow Agent shall notify FCA US and Bosch in writing. Bosch shall, within ten  
23 business days thereafter, and FCA US shall, within seven business days, deposit such funds in the  
24 Escrow Account as are necessary to bring the balance of the Escrow Account back to no less than  
25 15% of their respective outstanding remaining liabilities to Class Members, provided, however,  
26 that Bosch shall in no event be required to deposit more than a total of \$27.5 million in the  
27 Escrow Account, and provided further that the minimum balance will in no event exceed the  
28 remaining maximum compensation due to all Class Members.

1           10.2. Within thirty days of the conclusion of the Settlement Benefit Period, any funds in  
2 the Escrow Account (if any), including all interest accrued, shall be returned to FCA US and to  
3 Bosch pro rata to the amount of their respective deposits in the Escrow Account.

4           10.3. In the event that the Class Action Settlement is terminated or invalidated for any  
5 reason prior to the conclusion of the Settlement Benefit Period, any funds in the Escrow Account,  
6 including all interest accrued, shall be returned to FCA US and to Bosch pro rata to the amount of  
7 their respective deposits in the Escrow Account.

8       **11. ATTORNEYS' FEES AND EXPENSES**

9           11.1. FCA US and Bosch agree to pay reasonable attorneys' fees and expenses to Class  
10 Counsel for work performed pursuant to Pretrial Order No. 4: Protocol for Common Benefit  
11 Work and Expenses by Class Counsel and other attorneys designated by Class Counsel to  
12 perform work in connection with the Action in an amount to be negotiated by the Parties and that  
13 must be approved by the Court. Defendants do not agree to pay fees or expenses for any work  
14 that is not performed pursuant to Pretrial Order No. 4 by Class Counsel and other attorneys  
15 designated by Class Counsel to perform work in connection with the Action, and this Class  
16 Action Agreement expressly releases Defendants from any such payments that otherwise may be  
17 due by operation of law or otherwise. Defendants and Class Counsel represent that they have not  
18 discussed the amount of fees and expenses to be paid prior to agreement on the material terms of  
19 this Class Action Agreement. Class Counsel and counsel for FCA US will attempt to negotiate  
20 the amount of attorneys' fees and expenses to be paid by FCA US after the execution of this Class  
21 Action Agreement. Class Counsel and counsel for Bosch will also attempt to negotiate the  
22 amount of attorneys' fees and expenses to be paid by Bosch after the execution of this Class  
23 Action Agreement. If the Parties reach an agreement about the amount of attorneys' fees and  
24 expenses for work performed pursuant to Pretrial Order No. 4, Class Counsel will submit the  
25 negotiated amount to the Court for approval, and Defendants will wire to an account specified by  
26 Lead Plaintiffs' Counsel all attorneys' fees and expenses approved by the Court within three days  
27 of the Court's order approving such fees and expenses. The Parties may agree upon a reasonable  
28 extension to the three-day deadline as necessary. If the Parties do not reach an agreement as to

1 the amount of attorneys' fees and expenses, the Parties will litigate the fee issues, and each Party  
2 will present its respective position to the Court for determination, but the Parties must mediate the  
3 all fee issues before the Settlement Master before litigating. If the Settlement Master fee  
4 mediation process does not result in an agreement, the litigation of the fee issues will be subject  
5 to the Parties' agreement that: (1) attorneys' fees and expenses will be paid by FCA US and  
6 Bosch in addition to the compensation provided to Class Members under this Class Action  
7 Agreement; (2) each Party will be free to argue for what it believes is a reasonable fee; (3) FCA  
8 US, Bosch, and Class Counsel will request that the Court issue an Order setting forth the amount  
9 to be paid in attorneys' fees and expenses to be paid by FCA US and Bosch in this action, and  
10 providing that Class Counsel will not be permitted to seek additional fees and expenses after the  
11 Court makes its award; and (4) the Parties shall have the right to appeal the Court's determination  
12 as to the amount of attorneys' fees and expenses. Fiat Chrysler and Bosch reserve all rights to  
13 object to an award of attorney's fees and/or expenses beyond what they believe to be reasonable.  
14 No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform  
15 work in connection with this Action shall receive fees or expenses from Defendants under this  
16 Class Agreement or any fee-shifting statute.

17 **11.2. No Credit for Attorneys' Fees or Costs.** To the extent FCA US elects or is  
18 ordered to pay private attorneys' fees or costs, FCA US will not receive credit for such payments  
19 against obligations to Class Members under this Class Action Agreement and the Final Approval  
20 Order. Defendants reserve the right to challenge attorneys' fees or costs to the extent the request  
21 for an award of fees and costs exceeds the fees and costs that FCA US has agreed to pay.

## 22 **12. PROPOSED SCHEDULE FOR APPROVAL OF SETTLEMENT**

23 **12.1. Order Approving Notice.** As set forth herein, on January 10, 2019, the Parties  
24 shall file with the Court a Motion for an Order Approving Notice.

25 **12.2. Final Settlement Approval Order and Judgment.** On or before February 25,  
26 2019, or any subsequently mutually agreed upon date, Class Counsel shall file with the Court a  
27 motion seeking a Final Judgment Approving and Providing for the Enforcement of the Class  
28 Action Settlement.

1           **12.3. Proposed Schedule.** A comprehensive potential schedule for the approval of this  
 2 Settlement is set forth below, subject, of course, to the views of the Court. The Parties will use  
 3 their best efforts to advance the Settlement along the lines outlined in the proposed schedule set  
 4 forth below, recognizing it is subject to change, as required by Court order and/or agreed to by the  
 5 Parties.

<b>Date</b>	<b>Event</b>
January 10, 2019	Settlement Class Representatives file Motion for an Order Approving Notice
January 23, 2019	Hearing on Motion for an Order Approving Notice [Remainder of schedule assumes entry of Order Approving Notice on this date]
January 24, 2019	Class Notice Program begins
February 25, 2019	Motions for Final Approval and Attorneys' Fees and Expenses filed
April 1, 2019	Objection and Opt-Out Deadline
April 22, 2019	Reply Memoranda in Support of Final Approval and Fee/Expense Application filed
April 29, 2019 – May 3, 2019	Final Approval Hearing. While the timing and outcome of every determination is at the Court's discretion, the Parties to this Class Action Agreement request and anticipate that the Court would enter the US-CA Consent Decree at the same time as the Final Approval Order.
Effective Date	Claims Period Begins

### 13. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT

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

13.2. 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 Class Action Agreement and advance the Settlement Claims Program. In the event the Parties are unable to reach agreement

1 on the form or content of any document needed to implement the Class Action Agreement, or on  
2 any supplemental provisions that may become necessary to effectuate the terms of this Class  
3 Action Agreement, the Parties may seek the assistance of the Settlement Master or the Court to  
4 resolve such disagreement.

5 13.3. The Parties further agree to make all reasonable efforts to ensure the timely and  
6 expeditious administration and implementation of the Class Action Agreement and to minimize  
7 the costs and expenses incurred therein.

8 **14. MODIFICATION OR TERMINATION OF THIS CLASS ACTION AGREEMENT**

9 14.1. The terms and provisions of this Class Action Agreement may be amended,  
10 modified, or expanded by written agreement of the Parties and approval of the Court; provided,  
11 however, that after entry of the Final Approval Order, the Parties may by written agreement effect  
12 such amendments, modifications, or expansions of this Class Action Agreement and its  
13 implementing documents (including all exhibits hereto) without further notice to the Class or  
14 approval by the Court if such changes are consistent with the Court's Final Approval Order and  
15 do not limit the rights of Class Members under this Class Action Agreement.

16 14.2. Any unintended conflicts between the Class Action Agreement and the US-CA  
17 Consent Decree shall not be held against any of the Parties, but shall instead be resolved by  
18 mutual agreement of the Parties, with the aid of the Settlement Master and, if necessary, the  
19 Court.

20 14.3. This Class Action Agreement shall terminate at the discretion of either Defendants  
21 or the Settlement Class Representatives, through Class Counsel, if: (1) the Court, or any appellate  
22 court(s), rejects, modifies, or denies approval of any portion of this Class Action Agreement or  
23 the proposed Settlement that the terminating Party in its (or their) sole judgment and discretion  
24 reasonably determine(s) is material, including, without limitation, the terms of relief, the findings,  
25 or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or  
26 the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely  
27 affirm, or alters, narrows or expands, any portion of the Final Approval Order, or any of the  
28 Court's findings of fact or conclusions of law, that the terminating Party in its (or their) sole

1 judgment and discretion reasonably determine(s) is material. The terminating Party must exercise  
2 the option to withdraw from and terminate this Class Action Agreement, as provided in this  
3 Section 14, by a signed writing served on the other Parties no later than twenty days after  
4 receiving notice of the event prompting the termination. The Parties will be returned to their  
5 positions status quo ante.

6 14.4. If an option to withdraw from and terminate this Class Action Agreement arises  
7 under Section 14.3 above, neither Defendants nor Settlement Class Representatives are required  
8 for any reason or under any circumstance to exercise that option and any exercise of that option  
9 shall be in good faith.

10 14.5. If, but only if, this Class Action Agreement is terminated pursuant to Section 14.3,  
11 above, then:

12 14.5.1. This Class Action Agreement shall be null and void and shall have no  
13 force or effect, and no Party to this Class Action Agreement shall be  
14 bound by any of its terms, except for the terms of Section 14.3 herein;

15 14.5.2. The Parties will petition the Court to have any stay orders entered  
16 pursuant to this Class Action Agreement lifted;

17 14.5.3. All of the provisions of this Class Action Agreement, and all negotiations,  
18 statements, and proceedings relating to it, shall be without prejudice to  
19 the rights of Defendants, Settlement Class Representatives, or any Class  
20 Member, all of whom shall be restored to their respective positions  
21 existing immediately before the execution of this Class Action  
22 Agreement, except that the Parties shall cooperate in requesting that the  
23 Court set a new scheduling order such that no Party's substantive or  
24 procedural rights are prejudiced by the settlement negotiations and  
25 proceedings;

26 14.5.4. Released Parties expressly and affirmatively reserve all defenses,  
27 arguments, and motions as to all claims that have been or might later be  
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asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;

14.5.5. Settlement Class Representatives and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

14.5.6. Defendants expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the Action, including without limitation, any argument or position opposing class certification, liability, damages, or injunctive relief;

14.5.7. Neither this Class Action Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever;

14.5.8. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Class Action Agreement shall be deemed vacated and shall be without any force or effect;

14.5.9. FCA US shall bear all reasonable and necessary costs incurred by the Claims Administrator and Notice Administrator in connection with the implementation of this Class Action Settlement up until its termination. Neither the Settlement Class Representatives nor Class Counsel shall be responsible for any such settlement-related costs; and

1                   14.5.10. Within five (5) business days, any funds in the Escrow Account,  
2   including any interest accrued, shall revert to FCA US and to Bosch pro  
3   rata to the amount of their respective deposits in the Escrow Account.

4           14.6. Notwithstanding the terms of Sections 14.5.1 through 14.5.10 above, if a Class  
5 Member has (1) received compensation under the Class Action Agreement prior to its termination  
6 or invalidation and (2) executed an Individual Release, such a Class Member and Defendants  
7 shall be bound by the terms of the Individual Release, which terms shall survive termination or  
8 invalidation of the Class Action Agreement.

9   **15. REPRESENTATIONS AND WARRANTIES**

10           15.1. Class Counsel represents that: (1) they are authorized by the Settlement Class  
11 Representatives to enter into this Class Action Agreement with respect to the claims asserted in  
12 the Action and any other claims covered by the Release; and (2) they are seeking to protect the  
13 interests of the Class.

14           15.2. Class Counsel further represents that the Settlement Class Representatives: (1)  
15 have agreed to serve as representatives of the Class proposed to be certified herein; (2) are  
16 willing, able, and ready to perform all of the duties and obligations of representatives of the  
17 Class; (3) have read the pleadings in the Action, including the Complaint, or have had the  
18 contents of such pleadings described to them; (4) have consulted with Class Counsel about the  
19 obligations imposed on representatives of the Class; (5) understand that they are entitled only to  
20 the rights and remedies of Class Members under this Class Action Agreement and not to any  
21 additional compensation by virtue of their status as Settlement Class Representatives, except that  
22 Class Counsel may seek reasonable and appropriate service awards for Settlement Class  
23 Representatives up to \$4,500 from FCA US and \$500 from Bosch, to be paid in addition to Class  
24 benefits, subject to Court approval; and (6) shall remain and serve as representatives of the Class  
25 until the terms of this Class Action Agreement are effectuated, this Class Action Agreement is  
26 terminated in accordance with its terms, or the Court at any time determines that said Settlement  
27 Class Representatives cannot represent the Class. Defendants shall retain the right to object to the  
28 payment of any service awards, including the amount thereof (even an amount at or below the

1 amount set forth above).

2 15.3. Fiat Chrysler represents and warrants that the individual(s) executing this Class  
3 Action Agreement are authorized to enter into this Class Action Agreement on behalf of Fiat  
4 Chrysler.

5 15.4. Bosch represents and warrants that the individual(s) executing this Class Action  
6 Agreement are authorized to enter into this Class Action Agreement on behalf of Bosch.

7 15.5. The Parties acknowledge and agree that no opinion concerning the tax  
8 consequences of the proposed Settlement to Class Members is given or will be given by the  
9 Parties, nor are any representations or warranties in this regard made by virtue of this Class  
10 Action Agreement. In addition, the Parties acknowledge and agree that no tax ruling from any  
11 governmental tax authority in relation to a Class Member's tax consequences will be requested by  
12 Defendants. The Parties further acknowledge and agree that nothing in this Agreement should be  
13 relied upon by any Class Member as the provision of tax advice. Each Class Member's tax  
14 consequences or liabilities, and the determination thereof, are the sole responsibility of the Class  
15 Member, and it is understood that each Class Member's federal, state, or foreign tax  
16 consequences or liabilities may vary depending on the particular circumstances of each individual  
17 Class Member. Class Members shall hold Defendants and their counsel harmless from any  
18 federal, state, or foreign tax assessments, interest, and/or penalties that result for any amounts  
19 paid or benefits provided under this Agreement, and Defendants shall not be liable for the  
20 payment of any additional amounts now or in the future for any amount related to a Class  
21 Member's tax consequences.

22 **16. GENERAL MATTERS AND RESERVATIONS**

23 16.1. This Class Action Agreement will be binding upon, and inure to the benefit of, the  
24 successors, transferees, and assigns of Defendants, the Settlement Class Representatives, and  
25 Class Members.

26 16.2. The Parties agree and acknowledge that (a) no government or governmental entity  
27 is a party to the Action or to this Class Action Agreement; (b) each Party is entering into this  
28 Class Action Agreement of its own volition, and no Party is entering into this Class Action

1 Agreement at the direction of a government or governmental entity, or otherwise compelled by a  
2 government or governmental entity to do so; and (c) this Class Action Agreement is for the  
3 purpose of restitution, compensation or/and remediation for harm or damage alleged in the  
4 Complaint.

5 16.3. Fiat Chrysler's obligation to implement the Repair Program described in this Class  
6 Action Agreement is and shall be contingent upon each of the following:

7 16.3.1. Entry by the Court of the Final Approval Order approving the Class  
8 Action Settlement;

9 16.3.2. The occurrence of the Effective Date; and

10 16.3.3. The satisfaction of any other conditions set forth in this Class Action  
11 Agreement.

12 16.4. The Parties and their counsel agree to keep the existence and contents of this Class  
13 Action Agreement confidential until the date on which the Motion for an Order Approving Notice  
14 is filed; provided, however, that this Section shall not prevent Defendants from disclosing such  
15 information, prior to the date on which the Motion for an Order Approving Notice is filed, to state  
16 and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or  
17 lawyers. The Parties and their counsel may also disclose the existence and contents of this Class  
18 Action Agreement to persons or entities (such as experts, courts, co-counsel, and/or  
19 administrators) to whom the Parties agree disclosure must be made in order to effectuate the  
20 terms and conditions of this Class Action Agreement.

21 16.5. Settlement Class Representatives and Class Counsel agree that confidential  
22 information made available to them solely through the settlement process was made available on  
23 the condition that it not be disclosed to third parties (other than experts or consultants retained by  
24 Settlement Class Representatives in connection with the Action). Nevertheless, nothing  
25 contained herein shall prohibit Settlement Class Representatives from seeking certain confidential  
26 information pertinent to this Class Action Agreement through informal confirmatory discovery,  
27 even if not previously requested through formal discovery.

28 16.6. Information provided by Defendants, Defendants' counsel, and/or the Settlement

1 Master to Settlement Class Representatives, Class Counsel, any individual Class Member,  
2 counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and  
3 implementation of this Class Action Agreement, includes trade secrets and highly confidential  
4 and proprietary business information and shall be deemed “Highly Confidential” pursuant to the  
5 protective orders that have been or will be entered in the Action, and shall be subject to all of the  
6 provisions thereof. Any materials inadvertently produced shall, upon any Defendants’ request, be  
7 promptly returned to the requesting Defendants’ counsel, as appropriate, and there shall be no  
8 implied or express waiver of any privileges, rights and defenses.

9 16.7. This Class Action Agreement, complete with its exhibits and all documents filed  
10 with the Court, sets forth the entire agreement among the Parties with respect to its subject matter,  
11 and it may not be altered, amended, or modified except by written instrument executed by Class  
12 Counsel, Fiat Chrysler’s Lead Counsel, and Bosch’s Lead Counsel. The Parties expressly  
13 acknowledge that no other agreements, arrangements, or understandings regarding vehicles not  
14 expressed in this Class Action Agreement or the documents filed with the Court exist among or  
15 between them, and that in deciding to enter into this Class Action Agreement, they have relied  
16 solely upon their own judgment and knowledge. This Class Action Agreement and the  
17 accompanying documents filed with the Court supersede any prior agreements, understandings, or  
18 undertakings (written or oral) by and between the Parties regarding the subject matter of this  
19 Class Action Agreement.

20 16.8. This Class Action Agreement and any amendments thereto, and any dispute  
21 arising out of or related to this Class Action Agreement, shall be governed by and interpreted  
22 according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto,  
23 and the laws of the State of California notwithstanding its conflict of law provisions.

24 16.9. Any disagreement and/or action to enforce this Class Action Agreement shall be  
25 commenced and maintained only in the United States District Court for the Northern District of  
26 California.

27 16.10. Whenever this Class Action Agreement requires or contemplates that one of the  
28 Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day

1 (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

2 If to Fiat Chrysler, then to:

3 Robert J. Giuffra, Jr.  
4 SULLIVAN & CROMWELL LLP  
5 125 Broad Street  
6 New York, New York 10004  
7 Email: giuffrar@sullcrom.com

8 If to Bosch, then to:

9 Matthew D. Slater.  
10 CLEARY GOTTLIEB STEEN & HAMILTON LLP  
11 2112 Pennsylvania Ave., NW  
12 Washington, DC 20037  
13 Email: mslater@cgsh.com

14 If to the Class, then to:

15 Elizabeth J. Cabraser  
16 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
17 275 Battery Street, 29th Floor  
18 San Francisco, CA 94111  
19 Email: ecabraser@lchb.com

20 16.11. All time periods in this Class Action Agreement shall be computed in calendar  
21 days unless otherwise expressly provided. In computing any period of time in this Class Action  
22 Agreement or by order of the Court, the day of the act or event shall not be included. The last day  
23 of the period shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when  
24 the act to be done is the filing of a paper in court, a day on which the court is closed, in which  
25 case the period shall run until the end of the next day that is not one of the aforementioned days.  
26 As used in this Class Action Agreement, "Federal Holiday" includes holidays designated in Fed.  
27 R. Civ. P. 6(a) or by the Clerk of the United States District Court for the Northern District of  
28 California.

16.12. The Parties reserve the right, subject to the Court's approval, to agree to any  
reasonable extensions of time that might be necessary to carry out any of the provisions of this  
Class Action Agreement.

16.13. The Class, Settlement Class Representatives, Class Counsel, Fiat Chrysler, Fiat  
Chrysler's Lead Counsel, Bosch, and/or Bosch's Lead Counsel shall not be deemed to be the  
drafter of this Class Action Agreement or of any particular provision, nor shall they argue that

1 any particular provision should be construed against its drafter. All Parties agree that this Class  
2 Action Agreement was drafted by counsel for the Parties during extensive arm's-length  
3 negotiations. No parol or other evidence may be offered to explain, construe, contradict, or  
4 clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this  
5 Class Action Agreement was made or executed.

6 16.14. The Parties expressly acknowledge and agree that this Class Action Agreement  
7 and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations,  
8 related notes, and correspondence, constitute an offer of compromise and a compromise within  
9 the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state or  
10 territory.

11 16.15. The Settlement Class Representatives expressly affirm that the allegations  
12 contained in the Complaint were made in good faith, but consider it desirable for the Action to be  
13 settled and dismissed as to the Eligible Vehicles only because of the substantial benefits that the  
14 Settlement will provide to Class Members.

15 16.16. The Parties agree that the Class Action Agreement was reached voluntarily after  
16 consultation with competent legal counsel.

17 16.17. Neither this Class Action Agreement nor the Repair Program, nor any act  
18 performed or document executed pursuant to or in furtherance of this Class Action Agreement or  
19 the Repair Program is or may be deemed to be or may be used or construed as an admission of, or  
20 evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of any  
21 Released Parties; or is or may be deemed to be or may be used or construed as an admission of, or  
22 evidence of, any fault or omission of any Released Parties in any civil, criminal, regulatory, or  
23 administrative proceeding in any court, administrative agency or other tribunal. Nor shall this  
24 Class Action Agreement or the Repair Program be deemed an admission by any Party as to the  
25 merits of any claim or defense.

26 16.18. Nothing in this Class Action Agreement changes any rights the Class or any Class  
27 Member or third party may have to challenge or otherwise assert a claim against Fiat Chrysler  
28 arising from (1) a violation by Fiat Chrysler of the Clean Air Act, the California Health and

1 Safety Code, or applicable regulations thereunder in connection with the certification of the  
2 Approved Emissions Modification; or (2) under the Extended Warranty.

3 16.19. Any of the Released Parties may file this Class Action Agreement and/or the Final  
4 Approval Order in any action that may be brought against it in order to support any defense or  
5 counterclaim, including without limitation those based on principles of *res judicata*, collateral  
6 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim  
7 preclusion or issue preclusion or similar defense or counterclaim.

8 16.20. The Parties, their successors and assigns, and their counsel undertake to implement  
9 the terms of this Class Action Agreement in good faith, and to use good faith in resolving any  
10 disputes that may arise in the implementation of the terms of this Class Action Agreement.

11 16.21. The waiver by one Party of any breach of this Class Action Agreement by another  
12 Party shall not be deemed a waiver of any prior or subsequent breach of this Class Action  
13 Agreement.

14 16.22. If one Party to this Class Action Agreement considers another Party to be in  
15 breach of its obligations under this Class Action Agreement, that Party must provide the  
16 breaching Party with written notice of the alleged breach and provide a reasonable opportunity to  
17 cure the breach before taking any action to enforce any rights under this Class Action Agreement.

18 16.23. The Parties, their successors and assigns, and their counsel agree to cooperate fully  
19 with one another in seeking Court approval of this Class Action Agreement and to use their best  
20 efforts to implement this Class Action Agreement and the proposed Repair Program.

21 16.24. This Class Action Agreement may be signed with an electronic or facsimile  
22 signature and in counterparts, each of which shall constitute a duplicate original.

23 16.25. In the event any one or more of the provisions contained in this Class Action  
24 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,  
25 such invalidity, illegality, or unenforceability shall not affect any other provision if Fiat  
26 Chrysler's Lead Counsel on behalf of Fiat Chrysler, Bosch's Lead Counsel on behalf of Bosch,  
27 and Class Counsel, on behalf of Settlement Class Representatives and Class Members, mutually  
28 agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been

1 included in this Class Action Agreement. Any such agreement shall be reviewed and approved  
2 by the Court before it becomes effective.

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LEAD COUNSEL FOR PLAINTIFFS:

Date: January 10, 2019



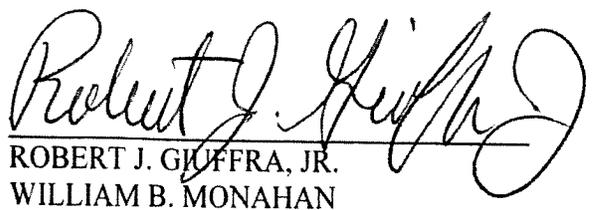
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ELIZABETH J. CABRASER  
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San Francisco, CA 94111-3339  
ecabraser@lchb.com

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COUNSEL FOR FCA US LLC, FIAT CHRYSLER AUTOMOBILES N.V., V.M. MOTORI  
S.P.A., and V.M. NORTH AMERICA, INC.:

Date: January 10, 2019



ROBERT J. GIUFFRA, JR.  
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THOMAS C. WHITE  
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COUNSEL FOR ROBERT BOSCH GMBH AND ROBERT BOSCH LLC:

Date: January 10, 2019

  
\_\_\_\_\_  
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Washington, DC 20037  
mslater@cgsh.com

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FOR ROBERT BOSCH GMBH:

Date: January 10, 2019

*ppa. S. Biedenkopf*

SEBASTIAN BIEDENKOPF  
General Counsel, Robert Bosch GmbH

Robert-Bosch-Platz 1  
70839 Gerlingen-Schillerhöhe  
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Date: January 10, 2019

*ppa. M. Reuter*

MARTIN REUTER  
Vice President Corporate Legal

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Germany

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FOR ROBERT BOSCH LLC:

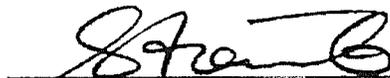
Date: January 16, 2019



ERIK DYRKOPP  
General Counsel Americas

38000 Hills Tech Drive  
Farmington Hills, Michigan 48331

Date: January 10, 2019



MAXIMILIANE STRAUB  
Chief Financial Officer & Executive Vice  
President—Finance, Controlling &  
Administration

38000 Hills Tech Drive  
Farmington Hills, Michigan 48331

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**List of Exhibits**

<b>Ex. #</b>	<b>Title</b>
1	Settlement Benefits for Class Members
2	Short Form Notice
3	Long Form Notice
4	Class Claims Program and Administration
5	Individual Release of Claims

# Exhibit 1

# Class Member Benefits

## CLASS MEMBER BENEFITS

1. **Introduction.** This Exhibit explains the benefits that Class Members are eligible to receive under the Class Action Settlement. The compensation pursuant to the Class Action Settlement is available only to Class Members who do not opt out of the Class and who participate in the Claims Program. All capitalized terms in this document have the meanings ascribed to them in the Class Action Agreement.
2. **Benefits for Eligible Owners.** Eligible Owners who participate in the Claims Program shall receive an Owner Payment, an Approved Emissions Modification, and an Extended Warranty. The Owner Payment is **\$3,075**, unless an Eligible Former Owner or Eligible Former Lessee timely files a valid Claim for that same vehicle, in which case, the Owner Payment is **\$2,460**.
3. **Benefits for Eligible Former Owners.** Eligible Former Owners who participate in the Claims Program shall receive a Former Owner Payment. The Former Owner Payment is **\$990**.
4. **Benefits for Eligible Lessees.** Eligible Lessees who participate in the Claims Program shall receive a Lessee Payment, an Approved Emissions Modification, and an Extended Warranty. The Lessee Payment is **\$990**.
5. **Benefits for Eligible Former Lessees.** Eligible Former Lessees who participate in the Claims Program shall receive a Lessee Payment. The Lessee Payment is **\$990**.
6. **Approved Emissions Modification.** As described in the Class Action Agreement and US-CA Consent Decree, an Approved Emissions Modification (“AEM”) is a change to the emissions software of an Eligible Vehicle proposed by Fiat Chrysler and approved by the EPA and CARB that ensures that an Eligible Vehicle is in compliance with Certified Exhaust Emissions Standards. Class Members who receive an Approved Emissions Modification also will receive an Approved Emissions Modification Disclosure, a clear and accurate written disclosure regarding the impacts of the Approved Emissions Modification on the vehicle. This AEM is *not* expected to change (i) any key vehicle attributes, such as reliability, durability, vehicle performance, drivability, engine noise or vibration, or other driving characteristics; (ii) the Diesel Exhaust Fluid tank refill interval; or (iii) average fuel economy.
7. **Extended Warranty and Related Benefits.** In addition to the Approved Emissions Modification and monetary compensation described above, an Eligible Vehicle that has received an Approved Emissions Modification shall receive an Extended Warranty that covers parts and labor for the components listed in Appendix A to this Exhibit. The effective period of the Extended Warranty (the “Extended Warranty Period”) shall be the greater of (i) 10 years from the date of initial sale or 120,000 actual miles on the vehicle odometer, whichever comes first; and (ii) 4 years or 48,000 miles, from date and mileage of installing the Approved Emissions Modification, whichever comes first. In the event that an Eligible Vehicle that has received the Approved Emissions Modification is re-sold, the remaining Extended Warranty Period, if any, is transferable to subsequent purchasers and shall continue through the date or mileage described herein for the benefit of such subsequent purchasers. The Extended Warranty also includes buyback and lease

termination remedies, as set forth in Paragraph 4.3.2(d) of the Class Action Agreement and Paragraph 45 of the US-CA Consent Decree.

8. **Summary of Benefits.** The table below summarizes the benefits described above and in the Class Action Agreement.

Category	Benefits	Class Member Payment*
<b>Eligible Owner</b> (acquired vehicle on or before January 12, 2017)	Owner Payment + Approved Emissions Modification + Extended Warranty	<b>\$3,075</b>
<b>Eligible Owner</b> (acquired vehicle after January 12, 2017)  (does not apply to owners of vehicles that were leased as of January 10, 2019, who are treated as Eligible Lessees, and not Eligible Owners)	Owner Payment + Approved Emissions Modification + Extended Warranty	<b>\$2,460</b> (if an Eligible Former Owner or Eligible Former Lessee of the vehicle also makes a valid claim for benefits)  <u>OR</u> <b>\$3,075</b> (if no other Class Member makes a valid claim for benefits related to the same vehicle)
<b>Eligible Former Owner</b>	Former Owner Payment	<b>\$990</b>
<b>Eligible Lessee</b>	Lessee Payment + Approved Emissions Modification + Extended Warranty	<b>\$990</b>
<b>Eligible Former Lessee</b>	Lessee Payment	<b>\$990</b>

\*Eligible Owners and Eligible Lessees who participate in the Claims Program must complete an Approved Emissions Modification to receive the Class Member Payment.

**Appendix A**

Subject to standard limitations that must be identified to Eligible Owners and Eligible Lessees, which may set forth exclusions like accident, abuse, neglect, or installation of non-certified parts, and applicable existing warranty provisions that will remain in effect, the Extended Warranty shall cover the cost of all parts and labor needed to repair the items listed below.

- Catalysts
  - Diesel Oxidation Catalyst/Diesel Particulate Filter (DPF) Assembly
  - Selective Catalytic Reduction (SCR) Catalyst
- Diesel Exhaust Fluid (DEF) System
  - DEF Injector
  - DEF Injector Controller
  - DEF Storage Tank
  - DEF Delivery Lines
  - DEF Concentration Sensor (2016 Model Year Ram 1500 and Jeep Grand Cherokee only)
  - DEF Supply Module, Pump, & Temperature Sensor Unit
- Parts of the Fuel System
  - Low Pressure Fuel Pump Module & Level Unit
  - Fuel Injectors
  - Fuel Rail
  - High Pressure Fuel Line
  - High Pressure Injection Pump & Regulator Unit
- Parts of the Exhaust Gas Recirculation (EGR) System
  - EGR Cooler Tubes
  - EGR Cooler
  - EGR Valve
  - EGR Temperature Sensor
  - EGR Cooler bypass actuator

- Other Sensors That Are Covered
  - Oxygen Sensors
  - NOx Sensors
  - Intake Manifold Pressure Sensor
  - Engine Coolant Temperature Sensor
  - Fuel/Water Separator Sensor
  - Intake Swirl Actuator Sensor
  - Engine Camshaft Position Sensor
  - Engine Crankshaft Position Sensor
  - Particulate Matter Sensor
  - Mass Airflow Sensor
  - Boost Pressure Sensor
  - Crankcase Pressure Sensor
  - Exhaust Manifold Pressure Sensor
  - Throttle Valve
  - Exhaust Temperature Sensor
  - DPF Differential Pressure Sensor
- Engine Control Module (Computer)
- Transmission Control Module (Computer)/Valve Body & Solenoids
- Throttle Valve
- Cylinder Head Assembly, including Valves, Springs, Valve Spring Keepers, Valve Seats, Cam Bearing Caps, and Manifold Studs (Camshaft and other components of the assembly are not covered)
- Engine Thermostat/housing/gasket
- The turbocharger system including all related hoses and pipes, all sensors and actuators.

Additionally, the Extended Warranty shall cover the cost of any OBD Diagnostic Scan for malfunctions that trigger the OBD Malfunction Indicator Light (MIL), regardless of whether the malfunction is attributable to a part that is covered under the Extended Warranty.

# Exhibit 2

# Short Form Notice

## Official Court-Approved Legal Notice

Settlements with Ram and Jeep EcoDiesel Vehicle Owners/Lesseees, the Environmental Protection Agency,  
and the California Air Resources Board

You are receiving this notice as an **owner, former owner, lessee, or former lessee** of one of the vehicles listed below.  
You may be eligible for cash benefits under a class action settlement.

Ram 1500  
EcoDiesel

Model Years  
2014-2016

Jeep Grand  
Cherokee EcoDiesel

Model Years  
2014-2016

### Settlement Benefits

#### GET PAID CASH

most owners get \$3,075; most lessees get \$990

+

#### GET YOUR VEHICLE FIXED

to comply with emissions standards

+

#### RECEIVE A COMPREHENSIVE EXTENDED WARRANTY

### How It Works



### Your Rights, Next Steps, & Important Dates

The Settlements provide cash compensation, a vehicle repair, and a comprehensive extended warranty.

You may object or exclude yourself from the Class Action Settlement by **[OPT OUT DATE]**.

You can start making claims on **[DATE]**.

All Current Owners and Lessees must submit a valid claim before **[CLAIMS DEADLINE]** to participate.

If you are a Former Owner or Former Lessee, you must make your valid claim by **[FORMER CLAIM DEADLINE]**.

The Court will hold a hearing on **[FAIRNESS HEARING]**.

If you stay in the Class Action Settlement, you are eligible to receive benefits and cash and cannot sue Fiat Chrysler or Bosch for the claims being resolved by the Settlement.

Attorneys representing the Class will request Court approval for attorneys' fees and costs. Any such fees will be paid separately by Fiat Chrysler and Bosch and will not reduce your compensation.

Visit [www.EcoDieselSettlement.com](http://www.EcoDieselSettlement.com) for more details on the Class Action Settlement, to register, and to review your rights and options.

[www.EcoDieselSettlement.com](http://www.EcoDieselSettlement.com) 1-833-280-4748

**Official Court-Approved Legal Notice**



# **Jeep and Ram EcoDiesel Emissions Settlements**

Exhibit 3  
Long Form Notice  
(to be filed by  
January 14, 2019)

# Exhibit 4

## Class Claims Program and Administration for Class Members

## **Class Claims Program and Administration for Class Members**

The Claims Program is designed to provide Class Members with the information they need to understand their options and submit a claim in the Class Action Settlement. All capitalized terms in this document have the meanings ascribed to them in the Class Action Settlement.

The Claims Program will take place in a number of steps, summarized here. Not all steps are relevant to all Class Members. Regardless of participation in this Class Claims Program, all Eligible Owners and Eligible Lessees are entitled to receive the Approved Emissions Modification described in Section 2.3 of the Class Action Settlement and associated warranty benefits; however, the Claims Program is the exclusive process for obtaining any payment under the terms of the Class Action Settlement.

### **CLAIMS DEADLINES**

To claim compensation in the Class Action Settlement, Class Members must submit a complete and valid claim by the applicable claims deadline.

**Eligible Former Owners and Eligible Former Lessees must file a complete and valid Claim within 90 days of the day that the Court enters the Final Approval Order (the “Effective Date”).<sup>1</sup>**

**All other Class Members must submit a complete and valid Claim within 21 months of the Effective Date.**

### **CLAIMS SUBMISSION PROCESS**

- 1. The Class Member Learns About the Class Action Settlement.** The Court-approved Class Notice Program informs Class Members about the Class Action Settlement, including the availability of the Approved Emissions Modification, the estimated amount of compensation that they can expect to receive under the Class Action Settlement, and other benefits available under the Class Action Settlement and FCA’s settlement with the United States.

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<sup>1</sup> If a Class Member becomes an Eligible Former Owner or Eligible Former Lessee because their Eligible Vehicle is transferred to a third party after January 10, 2019 *as a result of a total loss*, but before the AEM is performed, the deadline to submit a complete and valid claim is the later of (1) 90 days from the Effective Date, or (2) 60 days after title is transferred (for Eligible Former Owners) or 60 days after surrendering the leased vehicle under the terms of the lease (for Eligible Former Lessees). In no event, however, will the deadline extend beyond 21 months from the Effective Date.

Information about the Class Action Settlement and Claims Program will be available through the Settlement Website and Claims Portal ([www.EcoDieselSettlement.com](http://www.EcoDieselSettlement.com)) and by phone (1-833-280-4748). Starting on January 24, 2019, Class Members who wish to receive general email updates about the Class Action Settlement may sign up through the Settlement Website by providing the following information: (i) the Class Member's name; (ii) contact information, including email, mailing address, and phone number; and (iii) Vehicle Identification Number ("VIN").

- 2. The Class Member Files an Initial Claim.** The Class Member will submit a Claim Form and required documentation. Class Members will be notified when Claim Forms may be submitted, but FCA will not be required to review any Claim Forms until the Claims Period begins on the Effective Date.

As part of submitting a Claim, Class Members will provide required information and documentation, including, but not limited to, a driver's license or other government-issued identification, the dates the Class Member owned or leased the Eligible Vehicle, sufficient proof of current or former ownership or lease (as applicable), and the current vehicle registration (if applicable). Additional information may be required to verify eligibility. Class Members can submit an electronic Claim Form online through the Claims Portal, or a paper Claim Form by mail to an address to be supplied by FCA. Class Members will receive a Claim number after their online Claim has been submitted or their paper Claim has been received.

- 3. FCA Reviews the Claim.** Once the Claim has been submitted and the Claims Program has begun, FCA will review and verify the Class Member's Claim Form and document package for completeness and eligibility. FCA will confirm that the document package is complete, or notify the Class Member that there is a deficiency with the document package and/or that more information is needed. FCA will make Class Member Claim Forms and document packages available to Class Counsel and the Claims Administrator upon request.
- 4. FCA Notifies Class Members of Eligibility.** FCA will notify Class Members of their eligibility or ineligibility within 10 business days after confirmation that the document package is complete and extend offers to eligible Class Members. Class Members who submit Claims through the Claims Portal will receive their offers through the Claims Portal. Class Members who submit paper Claims will receive their offers by mail or, if they choose, through the Claims Portal.

Eligible Owners who submit valid Claims during the initial 90 days after the Effective Date will receive offers explaining that they are eligible for an initial payment of \$2,460, and an additional, later payment of \$615 if no Eligible Former Owner or Eligible Former Lessee makes a valid claim for compensation related to the same vehicle within 90 days of the Effective Date. Eligible Owners receiving such offers may instead choose to receive a single lump-sum payment after 90 days from the Effective Date, which will be \$2,460 if an Eligible Former Owner or Eligible Former Lessee has made a valid claim for the vehicle, or \$3,075 if no other Eligible Former Owner or Eligible Former Lessee has made a valid claim for the vehicle.

5. **The Class Member Accepts Offer & Schedules Appointment.** To accept an offer, the Class Member will be required to submit a completed offer package, including a signed and notarized Individual Release, as set forth in Section 9.7 of the Class Action Settlement. Class Members who have submitted their completed offer package may then schedule an appointment to receive an Approved Emissions Modification for their Eligible Vehicles at an Authorized Dealer .
6. **The Class Member Completes an Appointment & Receives Payment.** The Class Member's Eligible Vehicle must be brought to an Authorized Dealer to receive the Approved Emissions Modification, free of charge. In certain circumstances, if a Class Member lives in a location without an accessible Authorized Dealer, another FCA service provider will offer the Approved Emissions Modification. FCA will provide a loaner vehicle at no cost to the Class Member for any Approved Emissions Modification that is scheduled to take longer than three hours or that is not complete within three hours of the scheduled start of the appointment. The Authorized Dealer (or FCA service provider) will then perform the Approved Emissions Modification and will confirm to FCA that the Approved Emissions Modification has been completed, which will trigger the Class Member Payment process. The Class Member will then receive a payment or payments, as described in Exhibit 1 to the Class Action Settlement.

#### **ADDITIONAL PROVISIONS**

7. **Claims Review Committee.** If a Class Member or purported Class Member contests a decision about his or her eligibility or the eligibility of his or her vehicle, or whether his or her compensation amount is accurate, that Class Member or purported Class Member may appeal the contested decision to the Claims Review Committee. The appeal must contain the name, contact information, VIN, and claim number of the Class Member or purported Class Member, as well as a description of the issue being appealed and all supporting documentation. The appeal may be emailed to [crc@ecodieselsettlement.com](mailto:crc@ecodieselsettlement.com) or sent to a mailing address to be supplied by FCA and maintained by the Claims Administrator. The decisions of the Claims Review Committee are final and not subject to appeal.
8. **Payment Method and Timing.**
  - o **Payment Method.** Class Member Payments will be made by check.
  - o **Receipt at Appointment.** Class Members who receive an Approved Emissions Modification after submitting a Claim in the Claims Program will, upon completion of the AEM, receive a receipt that sets forth the Class Member's name, address, telephone number and email address, Vehicle Identification Number (VIN), the date the AEM was performed, and a statement that the EcoDiesel Settlement AEM was performed successfully.
  - o **Timing of Payments.** Beginning 30 days after the Effective Date, FCA will provide the Claims Administrator with a list of approved payments ("Payment List"). FCA

will provide subsequent Payment Lists every 14 days thereafter. Within 14 days of receipt of a Payment List from FCA, the Claims Administrator will mail checks to the Class Members included on the Payment List.

- 9. Claim Submission Deadline for Eligible Former Owners and Eligible Former Lessees.** To obtain compensation under the Class Action Settlement, Eligible Former Owners and Eligible Former Lessees must submit a complete and valid Claim, including all supporting information and documentation necessary to establish eligibility, **no later than 90 days after the Effective Date**. If a Class Member becomes an Eligible Former Owner or Eligible Former Lessee because their Eligible Vehicle is transferred to a third party after January 10, 2019 *as a result of a total loss*, but before the AEM is performed, the deadline to submit a complete and valid claim is the later of (1) 90 days from the Effective Date, or (2) 60 days after title is transferred (for Eligible Former Owners) or 60 days after surrendering the leased vehicle under the terms of the lease (for Eligible Former Lessees). In no event, however, will the deadline extend beyond 21 months from the Effective Date. FCA will then review and determine the Class Member's eligibility (or ineligibility) to participate.
- 10. Claims Submission Deadline for Eligible Owners and Eligible Lessees.** Eligible Owners and Eligible Lessees must submit a complete and valid Claim, including all information and documentation necessary to establish eligibility, by **no later than 21 months after the Effective Date**. The Settlement Benefit Period for Eligible Owners and Eligible Lessees, as described in Section 2.65 of the Class Action Settlement Agreement, will run for 24 months following the Effective Date (if a Final Approval Order is entered). Eligible Owners and Eligible Lessees must accept a formal offer and schedule and complete an appointment for an Approved Emissions Modification at a participating FCA Authorized Dealer (or, if a Class Member lives in a location without an accessible Authorized Dealer, another FCA service provider) within the 24-month Settlement Benefit Period to obtain their Class Member Payment. However, no Eligible Owners or Eligible Lessees will be denied an Approved Emissions Modification or associated warranty benefits on account of being outside the Settlement Benefit Period.
- 11. Approved Emissions Modification Available without Participation in Claims Program.** No provision of this Claims Program or the Class Action Agreement shall be construed to prevent any Class Member from requesting and receiving the Approved Emissions Modification at an Authorized Dealer without participation in the Class Program, provided that no Class Member shall be entitled to a Class Member *Payment* without participating in the Claims Program and completing all required steps.
- 12. Claim Form Submissions after Completion of Approved Emissions Modifications.** No Class Member shall be denied a Class Member Payment on the basis of having received an Approved Emissions Modification from an Authorized Dealer prior to completing any of the other Claims Program steps listed above. Any such Class Member shall be entitled to receive his or her Class Member Payment upon submission of a timely Claims Form prior to the Claims Submission Deadline and the completion of all remaining steps in the Claims Program.

# Exhibit 5

## Individual Release of Claims

## INDIVIDUAL RELEASE OF CLAIMS

*In re Chrysler-Dodge-Jeep EcoDiesel Marketing,  
Sales Practices, and Products Liability Litigation*  
Case No. 3:17-md-02777 (N.D. Cal.)

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### **MUST BE COMPLETED BY CLAIMANT PRIOR TO RECEIVING ANY CLASS MEMBER PAYMENT**

1. In exchange for the benefits that (i) the Claims Administrator has determined I am eligible to receive under the class action settlement agreement in this case (the “Class Action Agreement”),<sup>1</sup> and (ii) one or more of the Defendants,<sup>2</sup> as applicable, has agreed to provide to me, the sufficiency of which I hereby acknowledge, I, on behalf of myself and my agents, heirs, executors, administrators, successors, assigns, insurers, attorneys, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through or under me, hereby fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, whether known or unknown, that I may have, purport to have, or may hereafter have against any Released Party arising out of or in any way related to the 3.0-liter Diesel Matter, except for claims of personal injury or wrongful death. This Individual Release is effective and binding when I receive a Class Member Payment under the Class Action Agreement.
2. This Individual Release incorporates by reference the release and associated provisions set forth in Section 9 of the Class Action Agreement as if set forth fully herein, and, as to those provisions, shall have the same scope and effect as the Class Action Agreement.<sup>3</sup> This Individual Release supplements the release and associated provisions set forth in Section 9 of the Class Action Agreement. It does not supersede them.
3. I expressly understand and acknowledge that this Individual Release applies to claims of which I am not presently aware. I expressly understand and acknowledge Section 1542 of the California Civil Code, 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 must have materially**

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<sup>1</sup> The terms “3.0-liter Diesel Matter,” “Action,” “Approved Emissions Modification,” “Claims Administrator,” “Extended Warranty,” “Fiat Chrysler,” “Final Approval Order,” and “Released Party” have the meanings given to them in the Class Action Agreement.

<sup>2</sup> Defendants, as that term is used herein, include: FCA US LLC, Fiat Chrysler Automobiles N.V., Sergio Marchionne and his estate, VW Motori S.p.A., VM North America, Inc., Robert Bosch GmbH, and Robert Bosch LLC.

<sup>3</sup> A copy of the Class Action Agreement is available at [www.EcoDieselSettlement.com](http://www.EcoDieselSettlement.com).

**affected his or her settlement with the debtor.”** I acknowledge that I am aware of the contents and effect of Section 1542 and have considered the possibility that the number, nature, or magnitude of all claims may not currently be known. To ensure that this Individual Release is interpreted fully in accordance with its terms, I expressly waive and relinquish any and all rights and benefits that I may have under Section 1542 to the extent that such section may be applicable to the Individual Release and likewise expressly waive and relinquish any rights or benefits of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Code to the extent that such laws or principles may be applicable to the Individual Release.

4. **For the avoidance of doubt, I expressly understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that I now know or believe to be true, related to the 3.0-liter Diesel Matter, the Action and/or the Individual Release herein. Nevertheless, it is my intention in executing this Individual Release to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the 3.0-liter Diesel Matter or the Action in accordance with the terms of the Class Action Agreement.** This includes, without limitation, any claims I have or may have with respect to the 3.0-liter Diesel Matter under the Trade Regulation Rule Concerning the Preservation of Consumers’ Claims and Defenses, 16 C.F.R. § 433.2 (the “Holder Rule”).
5. The Individual Release shall remain effective regardless of any judicial, quasi-judicial, arbitral, administrative, regulatory, or other decision relating to the liability of any Released Party in connection with the 3.0-liter Diesel Matter. For the avoidance of doubt, this Individual Release shall remain effective even if the Final Approval Order is reversed and/or vacated on appeal, or if the Class Action Agreement is abrogated or otherwise voided in whole or in part.
6. This Individual Release waives or releases any right to receive further monetary compensation or to pursue additional benefits under the Class Action Agreement, except that nothing in this Individual Release changes any existing rights I may have to challenge or otherwise assert a claim against Fiat Chrysler arising from (1) a violation by Fiat Chrysler of the Clean Air Act, the California Health and Safety Code, or applicable regulations thereunder in connection with the certification of the Approved Emissions Modification, or (2) under the Extended Warranty. This Individual Release is limited to my vehicle VIN \_\_\_\_\_ and does not affect my rights, claims, or benefits regarding any other vehicle.
7. This Individual Release, and any dispute arising out of or related to this Individual Release, shall be governed by and interpreted according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto, and the laws of the State of

California notwithstanding its conflict of law provisions. This Individual Release will be binding upon my successors, transferees, and assigns.

8. Any disagreement concerning and/or action to enforce this Individual Release shall be commenced and maintained only in the United States District Court for the Northern District of California.
9. I represent and warrant that I have carefully read and understand this Individual Release and that I executed it freely, voluntarily, and without being pressured or influenced by, or relying on, any statement or representation made by any person or entity acting on behalf of any Released Party. I certify that I understand that I have the right to consult with an attorney of my choice before signing this Individual Release.
10. I represent and warrant that I have authority to execute this Individual Release and that I am the sole and exclusive owner of all claims that I am releasing pursuant to this Individual Release. I acknowledge that I have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the 3.0-liter Diesel Matter.

**\*\*\*SIGNATURE PAGE FOLLOWS\*\*\***



I acknowledge that I have read and understand this Release and that I have freely executed it by signing below.

Date: \_\_\_\_\_  
\_\_\_\_\_ *Co-Registrant Printed Name* \_\_\_\_\_ *Co-Registrant Signature*

WITNESS:

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, who is

personally known to me  
- OR -

proved to me on the basis of satisfactory evidence, which was \_\_\_\_\_,  
[Type of ID]

to be the same person whose name is subscribed to the foregoing instrument, which was an Individual Release of Claims in the Class Action Agreement dated on \_\_\_\_\_

and containing pages, appeared before me on \_\_\_\_\_ in person and acknowledged  
[Date]

that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Expiration Date  
Printed Name of Notary Public