

Exhibit F

SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into by Plaintiff Donald Hall and Defendant FCA US LLC (collectively “the Parties”), through their undersigned counsel and subject to the Court’s approval.

I. RECITALS

In *Donald Hall v. Fiat Chrysler America US LLC*, Case No. 8:21-cv-00762 (C.D.Cal.), Plaintiff alleged a claim for breach of contract on behalf of “persons in California who ... purchased a lifetime vehicle service contract which FCA [US] terminated based on FCA [US]’s termination of the owner’s lifetime limited powertrain warranty.” *See Hall*, ECF #42 at ¶ 29.

On January 16, 2024, the Parties engaged in extensive arm’s-length settlement negotiations in a formal mediation session. After considering the facts and applicable law and the risks, expense, and uncertainty of continued litigation, the Parties agree, and have independently determined, that it is in their mutual best interests to resolve this Action on fair, reasonable, and adequate terms as set forth herein.

Neither this Settlement Agreement nor the underlying settlement will constitute or be construed as any admission of liability or wrongdoing on the part of FCA US, which FCA US expressly denies. Rather, the Parties enter into this Settlement Agreement to avoid the risks, burdens, and expense of continued litigation.

Accordingly, IT IS HEREBY STIPULATED AND AGREED by Plaintiff (for himself and the Class Members) and FCA US, through their counsel and subject to the approval of the Court, that the Action and the Released Claims will be compromised and settled, and have judgment entered thereon, on the terms and conditions set forth below.

II. DEFINITIONS

Wherever the following capitalized terms are used in this Settlement, they mean as follows:

2.1 “Action” means *Donald Hall v. Fiat Chrysler America US LLC*, Case No. 8:21-cv-00762 (C.D.Cal.).

2.2 “Administration Expenses” means the cost of the notice program relating to this Settlement Agreement and the costs of administering and processing of claims, disbursements of consideration, and other necessary and reasonable expenses associated with administering the Settlement.

2.3 “Attorneys’ Fees and Expenses” means the amount awarded by the Court to Class Counsel to compensate them, and any other attorneys for Plaintiff or the Settlement Class, and is inclusive of all attorneys’ fees, costs, and expenses of any kind in connection with the Action and the underlying consolidated cases. Attorneys’ Fees and Expenses will not, under any circumstances, exceed the sum of \$375,000. Attorneys’ Fees and Expenses will be in addition to the benefits provided directly to the Settlement Class and will not reduce or otherwise have any effect on the benefits made available to the Settlement Class. Attorneys’ Fees and Expenses will not include the payment of any service award to Plaintiff.

2.4 “Claim” will mean a request for reimbursement under this Settlement.

2.5 “Claimant” is a Class Member who makes a Claim pursuant to this Settlement Agreement.

2.6 “Claim Form” means a form used to make a Claim under this Settlement, substantially in the form attached hereto as Exhibit I.

2.7 “Claims Period” means the time within which a Class Member may submit a Claim Form. The Claims Period shall last from the Notice Date until the ninetieth day following the Notice Date.

2.8 “Class,” “Class Member,” or “Settlement Class” means:

All persons in California who purchased a lifetime vehicle service contract for a Chrysler, Dodge or Jeep branded vehicle, and had the contract terminated based on their failure to comply with the inspection terms of the lifetime limited powertrain warranty covering the vehicle.

Each member of the Settlement Class will be referred to as a Class Member. Excluded from the Settlement Class are FCA US and any affiliate, parent, or subsidiary or any entity in which FCA US has a controlling interest; any officer, director, or employee of FCA US; any successor or assign of FCA US; and any judge to whom this Action is assigned and their spouse; individuals and/or entities who validly and timely opt-out of the settlement; and individuals and/or entities who previously released their claims in an individual settlement with FCA US with respect to the issues raised the Action.

2.9 “Class Counsel” means the law firm of Kelly, Trotter & Franzen.

2.10 “Court” refers to the United States District Court for the Central District of California.

2.11 “Effective Date” means ten business days after the later of: (a) the date upon which the time for seeking appellate review of the judgment (by appeal or otherwise) will have expired; or (b) the date upon which the time for seeking appellate review of any appellate decision affirming the judgment (by appeal or otherwise) will have expired and all appellate challenges to the judgment will have been dismissed with prejudice without any person having further right to seek appellate review thereof (by appeal or otherwise).

2.12 “Fairness Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to finally designate Plaintiff as the representative of the Settlement Class; (c) determine whether to finally designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel’s Application for a Fee and Expense Award; (f) rule on the Class Representatives’ Application for Class Representative Service Awards; and (g) consider whether to enter the Final Approval Order.

2.13 “FCA US’s Counsel” means Klein, Thomas, Lee & Fresard, who are the attorneys of record representing FCA US.

2.14 “Judgment” means the judgment to be entered by the Court in the Action finally approving this Settlement Agreement and dismissing the Action with prejudice.

2.15 “Notice” means the notices to be sent to the Class as detailed below, substantially in the same form as Exhibits 2 and 3.

2.16 “Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Short-Form Notice by first class mail, postage prepaid, to each Class Member after first running the addresses of the Class Members through the National Change of Address database. The Notice Date will be no later than ninety days after the Court enters the Preliminary Approval Order.

2.17 "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement and directing that the Notice be given to the Class, which Preliminary Approval Order will be without material alteration from Exhibit 4 attached hereto.

2.9 "Proof of Claim" means a copy of the Claimant's Driver's License/or other government issued photo identification AND the submittal of a document establishing a connection between the Claimant and the vehicle that matches the Claimant's identification, including but not limited to the vehicle title, a prior repair order, purchase contract, the service contract at issue in this litigation, vehicle registration or proof of insurance document.

2.10 "Released Claims" means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, actions, rights of action, remedies of any kind and/or causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiff and any and all Class Members relating to the termination or cancellation of a lifetime service contract because of FCA US's termination of a lifetime limited powertrain warranty, whether arising under statute (including a state lemon law), rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights or entitlements under any federal, state, local or other statute, law, rule and/or regulation, any claims relating to violation of California Business and Professions Code Sections 17200-17209, California Business and Professions Code Section 17500, or the California Consumer Legal Remedies Act (California Civil Code Section 1750-1784), any consumer protection, consumer fraud, unfair business practices or deceptive trade practices laws, any legal or equitable theories, any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi contract, unjust enrichment, express warranty, implied

warranty, secret warranty and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, recovery of attorneys' fees or litigation costs, or any other legal or equitable relief.

2.11 "Releasees" will mean jointly and severally, individually and collectively, FCA US; all affiliates of FCA US, and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders), and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Releasee.

2.12 "Service Award" means the \$10,000 that FCA US agrees to pay to Plaintiff as a representative of the Settlement Class upon finalization of this agreement and Court approval.

2.13 "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth herein and the attached exhibits.

2.14 "Settlement Administrator" means the third-party entity who the Parties select to administer the Settlement and the claims process.

2.15 "Settlement Website" will mean the website the Settlement Administrator creates and maintains, and which will contain, among other things, the Notice, Claim Forms, and other documents related to the Settlement.

II. SETTLEMENT CONSIDERATION

In consideration for the Settlement, entry of judgment, and dismissal, and for the release provided herein, FCA US agrees to provide the following consideration to the Class:

3.1 Upon receipt of a valid Claim, supported by the submission of adequate Proof of Claim documentation, FCA US will refund the Claimant one-half of the amount the Claimant paid or had paid on their behalf for the purchase of the lifetime service contract.

3.2 FCA US is responsible for all Administration Expenses, including Notice.

IV. CLAIMS ADMINISTRATION

4.1 A valid claim will require submission of both a completed Claim Form and Proof of Claim documentation. Claims may be submitted to the Settlement Administrator via U.S. mail.

4.2 Upon receipt, the Settlement Administrator will review the Claim to determine whether the Claim meets all qualifications for payment, including Claim Form, Proof of Claim documentation and timeliness and, if so, the amount of the payment.

4.3 Within thirty days of the close of the Claim Period, the Settlement Administrator will provide written notice to each Claimant, notifying each Claimant of:

- (a) the amount, if any, that FCA US will reimburse the Claimant; or
- (b) the basis for the Settlement Administrator's decision to deny the Claim and the Claimant's right to attempt to cure the deficiency.

4.4 Upon receiving the Settlement Administrator's written notice, the Claimant may attempt to cure the deficiency by submitting the information and/or documentation the Settlement Administrator identified as lacking in the Claim within twenty-one days. The Settlement Administrator has thirty days from the date of the attempt to cure to provide written notice to the Claimant stating the Settlement Administrator's final determination on the Claim.

4.5 Neither Claimant, Class Counsel, nor FCA US will dispute the Settlement Administrator's final determination.

4.6 Within sixty days after all original and attempt to cure notices have been sent to Claimants, such that there is a final list of valid claims and claim amounts, the Settlement Administrator will mail checks to each Claimant with a valid claim, at the address on the Claim Form. All checks will be valid for ninety days.

4.7 Nothing in this Settlement Agreement will be read to prevent FCA US from electing, at its sole discretion and on a case-by-case basis, to implement or to continue to implement any customer satisfaction or goodwill policy, program, or procedure at its discretion, that provides consideration to Class Members over and above that required by this Settlement, without regard to the Class Members' entitlement to relief under the Settlement. No such election by FCA US, however, will act to deprive a Class Member or Claimant of any of the benefits available under the Settlement.

V. NOTICE TO THE SETTLEMENT CLASS

5.1 In compliance with the attorney general notification provision of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, FCA US will notify the attorneys general of the United States and California of the Settlement ("CAFA Notice"). FCA US will bear the associated costs.

5.2 Following the Court's entry of the Preliminary Approval Order, the Settlement Administrator will provide by U.S. mail, to all reasonably identifiable Class Members, a notice substantially in the form attached hereto as Exhibit 2 ("Short-Form Notice"). The Settlement Administrator will also set up and maintain a Settlement Website where Class Members can access a "Long-Form Notice" (substantially in the form attached hereto as Exhibit 3) as well as a Claim Form, a copy of this Settlement Agreement, the operative complaint, and additional information

about the Action and Settlement. The Short-Form Notice will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Class Members to leave a request for a paper copy of the Long-Form Notice.

5.3 For purposes of mailing Notice, FCA US will provide the Settlement Administrator within thirty days of the Preliminary Approval Order's entry the identifiable names and mailing addresses for the Settlement Class.

5.4 Before mailing the individual Short-Form Notice, the Settlement Administrator will conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Members.

5.5 The names and addresses provided to the Settlement Administrator will not be used for any purpose other than for providing the written notice identified herein and that such names and addresses will be treated as private, confidential, and proprietary information and not disseminated, in any manner, to anyone other than the Settlement Administrator. The Action's protective order applies to this information.

5.6 For members of the Settlement Class whose Notice is returned with forwarding address information, the Settlement Administrator will re-mail the Notice to the new address indicated. For all members of the Settlement Class for whom the Notice is returned without forwarding address information, the Settlement Administrator will perform an advanced address search and re-mail the Notice to the best known address resulting from that search.

5.7 For a period ending ninety days after the Notice Date, the Settlement Administrator will provide Class Counsel and FCA US with reasonable periodic reports of the total number of Notices sent to Class Members by U.S. mail, along with the numbers of Notices returned as undeliverable. The Settlement Administrator will communicate with Class Counsel and FCA US.

regarding delivery of the Notice and the number of Class Members who have responded to the Notice.

VI. ATTORNEYS' FEES AND SERVICE PAYMENTS

6.1 The Court will determine the Attorneys' Fees and Expenses awarded to Class Counsel based on a petition filed by Class Counsel.

6.2 Class Counsel may apply to the Court for an award of reasonable attorneys' fees and expenses, inclusive of costs up to, but not to exceed, the total combined sum of \$375,000. FCA US will not oppose Class Counsel's petition for Attorneys' Fees and Expenses up to and not exceeding the above amounts, and Class Counsel will not accept any amount for attorneys' fees and expenses in excess of the above amount. Each party will have the right of appeal to the extent the award is inconsistent with this Agreement. Attorneys' Fees and Expenses will be in addition to the benefits provided directly to the Settlement Class (and will be in addition to any Service Award) and will not reduce or otherwise have any effect on the benefits made available to the Settlement Class.

6.3 Upon finalization of this Settlement Agreement, FCA US will not oppose Plaintiff's request, made as part of the Attorneys' Fees and Expenses petition, that FCA US separately pay a Service Award of \$10,000 to Plaintiff.

6.4 FCA US will pay Class Counsel the fees, expenses, and service payments awarded by the Court within the latter of forty-five days following the Effective Date. Within three days following the Effective Date, Class Counsel will provide FCA US a W-9 for each payee.

VII. RELEASE

7.1 Upon the Court's entry of an order granting final approval of the Settlement and entering judgment, Plaintiff and the Settlement Class irrevocably release, waive, and discharge

any and all past, present, and future Released Claims, damages, costs, attorneys' fees, losses, or demands that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected relating in any way to the Action against Releasees, whether or not specifically named herein, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equitable principle, based on the facts alleged in any complaint filed in the Action and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters pleaded in complaints filed in the Action.

7.2 The release effected by this Settlement Agreement is intended to be a specific release and not a general release. If, despite and contrary to the Parties' intention, a court construes the release as a general release under California law and determines that § 1542 of the California Civil Code is applicable to the release, Plaintiff, on behalf of himself and the Settlement Class, expressly waive and relinquish to the fullest extent permitted by law the rights provided by § 1542 of the California Civil Code, which provides:

Certain Claims Not Affected By General Release: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff expressly acknowledges that Class Counsel has advised him of the contents and effects of § 1542 and, with knowledge, Plaintiff expressly waives on behalf of himself and the Settlement Class whatever benefits he and the Settlement Class may have had thereunder. Further, Plaintiff expressly waives on behalf of himself and the Settlement Class the benefit 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, or equivalent to § 1542 of the California Civil Code.

7.3 Plaintiff and the Settlement Class recognize that even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, the Releasers fully, finally, and forever settle and release any and all Released Claims against Releasees. The Parties acknowledge that this waiver and release were bargained for and are material elements of the Settlement.

7.4 By this Settlement Agreement, FCA US releases Plaintiff and Class Counsel from any and all claims or causes of action that were, or could have been, asserted by FCA US pertaining to this Action or Settlement. FCA US recognizes that, even if it later discovers facts in addition to or different from those which they now know or believe to be true, it nevertheless agrees that, upon entry of an order granting final approval to this Settlement and entering judgment, FCA US, fully, finally, and forever settles and releases any and all such claims. The Parties acknowledge that this waiver and release were bargained for, and are material elements of the Settlement.

7.5 This Settlement does not affect the rights of Class Members who timely and properly request exclusion from the Class.

7.6 The administration and consummation of the Settlement will be under the authority of the Court. The Court will retain jurisdiction to protect, preserve, and implement the Settlement. The Court retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement and allowing for discovery related to objectors.

7.7 Upon issuance of the Final Approval Order and Judgment: (a) the Settlement will be the exclusive remedy for Class Members; (b) Releasees will not be subject to liability or expense of any kind to any Class Member for reasons related to the Action except as set forth herein; and (c) Class Members will be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Releasees.

VIII. SETTLEMENT APPROVAL PROCESS

8.1 The Parties will cooperate in good faith to carry out the purposes of, and effectuate, this Settlement.

8.2 Plaintiff will prepare all preliminary approval and final approval papers.

8.3 Promptly after the Settlement's complete execution, counsel for the Parties will present this Settlement to the Court for review and jointly seek entry of an order that certifies the Class as a settlement class, grants preliminary approval of this Settlement, and directs the Settlement Administrator to provide notice of the Settlement in the manners listed herein.

8.4 No later than twenty days before the Court hearing on final approval of the Settlement, the Settlement Administrator will provide affidavits for the Court, with a copy to Class Counsel and FCA US, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or as otherwise required by the Court.

8.5 Once the Court enters a preliminary approval order, counsel for the Parties will use their best efforts to promptly obtain entry of a Final Approval Order and Judgment that:

- (c) finds the Settlement to be fair, reasonable, and adequate;
- (d) finds that the Notice given constitutes the best notice practicable;
- (e) approves the release herein as binding and effective as to all Class Members who have not properly excluded themselves from the Class;
- (f) directs that judgment be entered on the terms stated herein; and

- (g) provides that the Court will retain jurisdiction over the Parties and Class Members to enforce the terms of the final order and judgment.

8.6 If the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court in the form contemplated by this Settlement or Final Approval Order and Judgment is reversed or materially modified on appeal, this Settlement will be null and void *ab initio* upon either Party's election and have no further force and effect. Nothing in this provision will affect FCA US's obligation to pay all costs reasonably incurred by the settlement administration process.

8.7 Upon entry of the final order and judgment, this Action will be dismissed, on its merits and with prejudice, with respect to Plaintiff and all Class Members who have not properly excluded themselves from the Class, and without prejudice as to anyone else, subject to the continuing jurisdiction of the Court.

IX. REQUESTS FOR EXCLUSION

9.1 Class Members may request exclusion from this Settlement by submitting their request in writing no later than the date specified in the Court's preliminary approval order. A valid request for exclusion will set forth:

- (a) the Class Member's full name and current address;
- (b) the model, model-year, and VIN of the vehicle to which the Lifetime Maximum Care service contract applies;
- (c) the date the Class Member purchased the Lifetime Maximum Care service contract;
- (d) the amount paid for the Lifetime Maximum Care service contract; and
- (e) specifically and clearly, the Class Member's desire to be excluded from the Settlement and from the Class.

9.2 Failure to comply with these requirements and to timely submit the request for exclusion will result in the Class Member being bound by the terms of the Settlement Agreement.

9.3 Any Class Member who submits a timely request for exclusion may not file an objection to the Settlement and will be deemed to have waived any rights or benefits under this Settlement Agreement.

9.4 The Settlement Administrator will report the names of Class Members who have submitted a request for exclusion to the Parties on a weekly basis beginning thirty days after the Notice Date.

9.5 Class Counsel represent and warrant that they have no other agreements with other counsel respecting Class Members, including any agreements with respect to referring, soliciting, or encouraging any Class Members to request to be excluded (or "opt out").

9.6 Upon certification of the Class in connection with the Preliminary Approval of this agreement, Class Counsel agree to seek in the Preliminary Approval Order from the Court a provision providing for all written communications to Class Members about, or relating to, this Agreement (with the exception of Plaintiff) to be reviewed and approved by Class Counsel and the Court:

X. OBJECTIONS

10.1 The Parties will request that the Court enter an order requiring any Class Member who wishes to enter an objection to submit written notice to the Settlement Administrator by the deadline in the Preliminary Approval Order.

10.2 To state a valid objection to the Settlement, an objecting Class Member must provide the following information in their written objection:

- (a) the case name and number of the Action;

- (b) the objector's full name, current address, and current telephone number;
- (c) the model, model- year, and VIN of the vehicle to which the Lifetime Maximum Care service contract applies;
- (d) a statement of the objection(s), including all factual and legal grounds for the position;
- (e) copies of any documents the objector wishes to submit in support;
- (f) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection;
- (g) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, and with or without counsel;
- (h) the identity of counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
- (i) the signature of the Class Member objecting;
- (j) the signature of any attorney representing the Class Member objecting in connection with the objection; and
- (k) a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years (if the Class Member or his or her counsel has not made any such prior objection, the Class Member will affirmatively so state in the written materials provided with the objection).

10.3 The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or FCA US's Counsel to notice such objecting person for, and take, their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make themselves available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the

objector or the objector's counsel should the Court determine the objection is frivolous or made for improper purpose.

10.4 The Parties will further request that the Court enter an order providing that any objector who seeks a fee for their objection must do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

10.5 Any Class Member who does not state his or her intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, e.g., those listed in paragraph 10.2, will have waived any objection to the Settlement. They will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

10.6 The Parties will promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

10.7 These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

XI. MISCELLANEOUS

11.1 *Choice of Law:* This Settlement Agreement will be governed by and construed in accordance with the substantive laws of the State of Michigan without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

11.2 *Not Evidence:* The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this

Settlement Agreement, will be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party. Neither this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of it is, or may be deemed to be, or may be used as: (a) an admission of, or evidence of, the validity of any legal claim made by Plaintiff or Class Member, or of any wrongdoing or liability of FCA US; or (b) an admission of, or evidence of, any fault or omission of Releasees in any proceeding in any court, administrative agency, or other tribunal. This provision survives the expiration or any avoidance of the Settlement Agreement.

11.3 *Headings*: The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and will not be deemed to constitute part of this Agreement or to affect its construction.

11.4 *Effect of Exhibits*: The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

11.5 *Entire Agreement*: This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement will in any event be effective unless the same will be in writing and signed by the person or Party against whom enforcement of the Settlement Agreement is sought.

11.6 *Counterparts*: This Settlement Agreement may be executed in one or more counterparts, each of which will be deemed an original as against any Party who has signed it, and all of which will be deemed a single agreement.

11.7 *Arm's Length Negotiations*: The Parties have negotiated all terms and conditions of this Settlement Agreement at arm's length. The provisions for Attorneys' Fees and Expenses and Service Awards set forth herein were negotiated separately from and after agreement on the provisions for relief to Plaintiff and the Class.

11.8 *Materiality and Mutuality*: All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. The determination of the terms, and the drafting, of this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities will be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

11.9 *Public Statements*: The Parties and their Counsel agree to keep the substance of this agreement confidential until the date on which the agreement is filed with the Court, provided that this section will not prevent FCA US from disclosing such information, prior to the date on which the agreement is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, nor will it prevent the Parties and their Counsel from disclosing such information to persons or entities (such as courts, co-counsel, and/or

administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of the agreement; provided further that FCA US may disclose publicly the terms of the agreement that it deems necessary to meet its regulatory obligations or fiduciary duties. Neither the Parties nor their Counsel will issue (or cause any other Person to issue) any press or media release concerning the existence or substance of this agreement.

11.10 *Good Faith:* The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement is essential. The Parties will cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, will promptly perform their respective obligations hereunder, and will attempt to resolve any dispute that may arise under this Settlement in good faith and an expeditious manner.

11.11 *Continuing Jurisdiction:* The Court retains continuing and exclusive jurisdiction over the Parties, and all Class Members, for the purpose of the administration and enforcement of this Settlement.

11.12 *Extensions of Time:* The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement without further notice (subject to Court approval as to court dates).

11.13 *Service of Notice:* Whenever, under the terms of this Settlement Agreement, written notice is required to FCA US or Class Counsel, such service or notice will be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing:

As to Plaintiff:
Steven Wysocky
KELLY, TROTTER & FRANZEN
111 W. Ocean Blvd., 14th floor
P.O. Box 22636
Long Beach, CA 90801

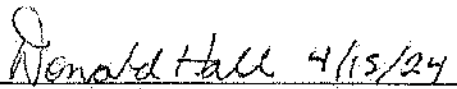
As to Defendant:
Stephen A. D'Aunoy
KLEIN THOMAS LEE & FRESARD
100 N. Broadway, Suite 1600
St. Louis, MO 63102

* * *

IN WITNESS WHEREOF, each of the Parties hereto has caused this agreement to be executed, as of the day(s) set forth below.

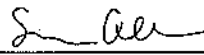
Dated: June 18, 2024

By: 
KELLY, TROTTER & FRANZEN

By:  4/15/24
PLAINTIFF DONALD HALL

Dated: June 18, 2024

APPROVED AND AGREED TO BY AND
ON BEHALF OF FCA US LLC

By: 

Title: Senior Staff Counsel