

# Exhibit D

# EXHIBIT 1

## **CLASS ACTION SETTLEMENT AGREEMENT**

Subject to court approval, Plaintiff Kristal Regueiro (“Plaintiff”) and Defendant FCA US LLC enter into this Class Action Settlement Agreement (“Agreement”).

### **I. RECITALS**

WHEREAS, on August 5, 2022, Plaintiff Kristal Regueiro filed a class action alleging FCA US had failed to identify certain valve train system components as “high-priced” warranted parts under 13 CCR § 1950, *et seq.*, (the “California Emissions Warranty”) and thus failed to provide coverage thereunder for repairs of valve train system components, *see Regueiro v. FCA US LLC*, Case No. 2:22-cv-05521 (C.D. Cal.);

WHEREAS, the Parties had engaged in briefing motions to dismiss and discovery efforts while the matter has been pending, and the Parties participated in a full-day mediation session on November 18, 2024 with JAMS mediator Mr. Bradley A. Winters, Esq.;

WHEREAS, after carefully considering the facts and applicable law and the risks, expense, and uncertainty of continued litigation, and after having engaged in extensive negotiations, the Parties agree that it is in their mutual best interests to resolve the claims in this Action on fair, reasonable, and adequate terms as set forth in this Agreement;

WHEREAS, the Parties agree that neither this 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;

WHEREAS, the Parties are entering into this Agreement to avoid the risks, burdens, and expense of continued litigation;

WHEREAS, each Party has independently determined that it is desirable and beneficial for the Action to be fully and finally resolved in the manner and upon the terms and conditions set forth in this Agreement;

WHEREAS, the Parties, by and through their respective undersigned counsel, enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff (for herself and the Class Members) and FCA US, that, subject to the Court's approval, the Action and the Released Claims will be compromised and settled, and have judgment entered, on the following terms and conditions.

## **II. DEFINITIONS**

Whenever the following capitalized terms are used in this Agreement and in the attached Exhibits (in addition to any definitions provided elsewhere in this Agreement), they will have the following meanings:

2.1. "Action" refers to the claims asserted in *Regueiro v. FCA US LLC*, Case No. 2:22-cv-05521 (C.D. Cal.).

2.2. "Administration Expenses" means the cost of the notice program relating to this Agreement and the costs of administering and processing of claims, disbursements of consideration and all other necessary and reasonable expenses associated with administering the Settlement. Administration expenses also includes all taxes and third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

2.3. "Agreement" means this Class Action Settlement Agreement including, without limitation, all attached exhibits.

2.4. “Attorneys’ Fees, Costs, 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, including its underlying consolidated and related cases. Class Counsel agrees not to submit a request for Attorneys’ Fees, Costs, and Expenses that exceeds the sum of \$1,005,000. The Court shall determine what amount of fees and expenses shall be awarded and issue an Order stating the amount of fees and expenses to be awarded. Attorneys’ Fees, Costs, and Expenses are separate and 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, Costs, and Expenses do not include the payment of any Service Award.

2.5. “Claim” means a request for reimbursement under this Settlement.

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

2.7. “Class” or “Settlement Class” means:

All individuals who, as confirmed by FCA US’s records, purchased one or more of the following vehicles equipped with a 3.6L engine in the states of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington (“Reg. 177 States”): model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; or model-year 2015-2020 Grand Cherokee.

Each member of the Settlement Class is a “Class Member.” Excluded from the Class are Defendant, and its subsidiaries and affiliates; its current and former officers, directors, and employees (and members of their immediate families); and the legal representatives, heirs, successors or assigns of any of the foregoing. Also excluded are any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

2.8. “Class Vehicle” or “Class Vehicles” refers to following vehicles equipped with a 3.6L engine and originally purchased/leased in the states of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington: model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; and model-year 2015-2020 Grand Cherokee.

2.9. “Class Counsel” means Jordan L. Lurie and Ari Y. Bassier of Pomerantz LLP and Robert L. Starr of the Law Office of Robert L. Starr.

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

2.11. “Effective Date” means (i) the date upon which the time for seeking appellate review of the judgment (by appeal or otherwise) will have expired; or (ii) if an appeal is filed, 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). If Class Counsel and Defendant agree in writing, the Effective Date can occur on any other earlier agreed date.

2.12. “Fairness Hearing” or “Final Approval 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 in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where

the Court will: (i) determine whether to grant final approval to the certification of the Settlement Class; (ii) determine whether to finally designate Plaintiff as the representative of the Settlement Class; (iii) determine whether to finally designate Class Counsel as counsel for the Settlement Class; (iv) determine whether to grant final approval to the Settlement; (v) rule on Class Counsel's Application for a Fee and Expense Award; (vi) rule on the Class Representatives' Application for Class Representative Service Awards; and (vii) 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. "In-Service Date" will mean the date on which a Class Vehicle was delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a "demonstrator" or "company" car, on the date such vehicle was first placed in service.

2.15. "Judgment" means the judgment to be entered by the Court in the Action finally approving this Agreement and dismissing the Action with prejudice.

2.16. "Notice" means the Short-Form Notice and/or Long-Form Notice, substantially in the same form as Exhibits A and B.

2.17. "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 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 seventy-five days after the Court enters the Preliminary Approval Order.

2.18. “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 C attached hereto.

2.19. “Released Claims” means Plaintiff’s and Class Members’ claims under Section 17200 of California’s Business & Professions Code (the “UCL”), as well as any and all claims, causes of action, demands, debts, suits, liabilities, obligations, claims for monetary reimbursement, 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 Plaintiffs and any and all Class Members relating to the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances, or other matters based on malfunction of the Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet components in the Class Vehicles as alleged in the Action. The Released Claims do not include claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation. Nothing in this Settlement will be construed as a waiver, release and/or compromise of any pending automobile lemon law claim.

2.20. “Releasees” or “Released Party” will mean, jointly and severally, individually and collectively, the entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated advertisements for the Class Vehicles, 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.

2.21. “Service Award(s)” means the \$7,500 that FCA US has agreed to pay to Plaintiff for serving as putative class representatives in the Action upon finalization of this Settlement and approval by the Court.

2.22. “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 in the attached exhibits.

2.23. “Settlement Administrator” means Kroll Settlement Administration, a third-party entity who has been selected by the Parties, and appointed by the Court, to administer the Settlement and the claims process.

2.24. “Settlement Website” means the website created and maintained by the Settlement Administrator that will contain, among other things, the documents related to the Settlement.

2.25. “Warranty Extension” means the terms of the extended warranty coverage as described in Section III.A.

### **III. 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:

#### **A. Warranty Extension**

3.1 FCA US has agreed to extend its existing warranty obligations applicable to the Class Vehicles to cover the costs of all parts and labor needed to replace a failed Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet component for the earlier of 7 years from the Class Vehicle’s in-service date or 70,000 miles driven. All terms and conditions of the Basic Limited

Warranty will apply. The Warranty Extension follows the Class Vehicles, is not personal to any owner or lessee, and fully survives the sale of the vehicle to subsequent purchasers.

3.2 The Class Members will not be required to present any Settlement-related document to receive warranty service at an authorized FCA US dealership. The repair will be covered under the Emissions Warranty without the Class Member having to pay out of pocket and then having to seek reimbursement. FCA US will not impose any fees or charges related to the warranty service.

3.3 All applicable rights and conditions under preexisting warranties will remain notwithstanding the implementation of this Settlement. Nothing in this Settlement will be construed as diminishing or otherwise affecting any other express or implied warranties covering the Class Vehicles.

3.4 FCA US may implement or continue to implement any additional customer satisfaction or goodwill policy, program, or procedure at their discretion, and may extend goodwill consideration to individual Class Members on a case-by-case basis, without regard to their entitlement to relief under the Settlement. No such goodwill decision by FCA US, however, will act to deprive a Class Member or Claimant of the benefits available under the Settlement.

#### **B. Repair Reimbursements**

3.5 Any Class Member who previously paid for a repair relating to a failed Valve Rocker Arm, Valve Stem Oil Seals, or Valve Tappet component entitled to warranty coverage under this Settlement (*i.e.*, before 7 years from the Class Vehicle's in-service date and under 70,000 miles driven) may submit a claim to the settlement administrator for full reimbursement upon proof of a paid repair. The deadline for submission of claims is forty-five (45) days after the Notice to the Class is disseminated.

3.6 Details regarding the Claim Form and submission, eligibility for reimbursement, documentation required, rejected claims, and payment information will be placed on the Settlement Website. To be valid, the claim submission must include: (a) a completed Claim Form; (b) proof of payment (e.g., a paid invoice, receipt or credit card statement showing amount paid and date of service); (c) documentation identifying the vehicle (including VIN), owner, the component repaired, and the name and contact information of the repair facility.

3.7 Claims submitted pursuant to this Settlement may be submitted, at the election of the Claimant, by U.S. mail, email, or through the dedicated Settlement Website. The mailing address and email address to which Claimants may submit Claims, as well as Claimants' right to submit their Claims through the Settlement Website, shall be posted prominently in each of the following locations: the Short-Form Notice, Long-Form Notice, Claim Form, and dedicated Settlement Website.

3.8 The Claim Form shall provide an option for Claimants to indicate a preference for communication via regular U.S. mail instead of email. If the Settlement Administrator has an email address for a Claimant and the Claimant did not indicate on the Claim Form that he or she prefers to communicate via regular U.S. mail, the Settlement Administrator shall respond by email. In instances in which U.S. mail is used, the Settlement Administrator shall respond using the address provided on the corresponding Claim Form.

3.9 Upon receipt of a Claim, the Settlement Administrator shall review the Claim to determine whether the Claim meets all qualifications for payment set forth in this Settlement Agreement and, if so, the amount of the reimbursement owed.

3.10 Within 60 days of receiving a Claim, the Settlement Administrator shall provide written notice to the Claimant who submitted it, notifying the Claimant of:

- (a) the amount, if any, that FCA US will reimburse the Claimant under this Settlement, if approved;
- (b) the basis for the Settlement Administrator's decision to either deny or pay less than a full reimbursement (if applicable); and
- (c) the Claimant's right to attempt to cure any deficiency that led to the Settlement Administrator's proposal to award less than full reimbursement.

3.11 In response to receiving the written notice under section II.B.3.10(c), Claimants may:

- (a) Attempt to cure the deficiency stated as justification for not awarding a full reimbursement, by submitting the information and/or documentation identified by the Settlement Administrator as lacking in the Claim, within 20 days of receipt of the written notice. The Settlement Administrator shall have 35 days from the date of the cure attempt to provide written notice to the Claimant stating its final determination as to the total reimbursement to be paid to the Claimant and the reasons for the reimbursement amount if less than requested; or
- (b) Accept the partial reimbursement offered by the Settlement Administrator, which acceptance will be presumed if no cure attempt is received by the Settlement Administrator within 20 days of the date of the written notice.

3.12 The Settlement Administrator's final determination shall not be disputed by FCA US, Co-Lead Class Counsel, or the Claimant.

3.13 On a monthly basis beginning 30 days after the Notice Date, the Settlement Administrator shall provide Co-Lead Class Counsel and FCA US with a copy of each final determination notice sent pursuant to section IV.4, along with the Claim Form and all other documentation associated with the Claim.

3.14 For each Claim qualifying for a reimbursement payment under this Settlement Agreement, the Settlement Administrator shall mail a check to the Claimant, at the address on the Claim Form, within 21 days of FCA US funding the Settlement Fund. All checks will be valid for 90 days.

3.15 At least two weeks before the hearing on final approval, the Settlement Administrator will provide an accounting of the reimbursement claims made.

3.16 Any Class Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action.

**C. Costs of Administration and Notice**

3.17 FCA US will be responsible for all Administration Expenses including Notice. In no event will Class Counsel be responsible for any Administration Expenses.

**IV. CLAIMS ADMINISTRATION**

4.1 Claims for reimbursement under this Settlement will be submitted through Kroll. The details for submission will be posted prominently in each of the following locations: the Short-Form Notice, Long-Form Notice, and a dedicated Settlement Website.

4.2 The Settlement Administrator will be responsible for, without limitation, printing, mailing and arranging for the mailing of Notice; handling return mail not delivered to Class Members, making any additional mailings required under the terms of this agreement, responding to requests for direct mailed notice or other documents, receiving and maintaining on behalf of the Court any Class member correspondence regarding request for exclusion and/or objections to the Settlement, forwarding written inquiries to Class Counsel or their designee for a response if warranted, establishing a post office box for the receipt of any correspondence, responding to requests from Class Counsel or FCA US's counsel, establishing a website and toll free voice response unit with message capabilities to which Class Members may refer for information about

the Action and the Settlement, otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

**V. NOTICE TO THE CLASS**

**A. CAFA Notice.**

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 cause notice of this Settlement to be provided to the Attorney General of the United States and the attorneys general of each state or territory in which a Class Member resides (“CAFA Notice”). FCA US will bear all costs associated with effecting the CAFA Notice.

**B. Notice Deadline.**

5.2 No later than the Notice Date, the Settlement Administrator will cause Notice to the Class to be disseminated by U.S. mail and on the dedicated Settlement Website.

**C. Individual Class Notice Methods.**

5.3 Following the Court granting preliminary approval of this Settlement, the Settlement Administrator will send the Short-Form Notice by email (if an email address is available) or direct U.S. mail to all reasonably identifiable Class Members. The Settlement Administrator will further set up and maintain a Settlement Website where Class Members can access the Long-Form Notice, a copy of this 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.

5.4 For purposes of mailing Notice, FCA US agrees to provide to the Settlement Administrator within sixty days of entry of the Preliminary Approval Order all available names,

email address and mailing address information for owners and lessors of each Class Vehicle, along with the Vehicle Identification Number (“VIN”) for those Class Vehicles. Prior to mailing any 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 Parties agree that the names, email addresses 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 and confidential information and not disseminated, in any manner, to anyone other than the Settlement Administrator. The Parties agree to seek entry of an Order by the Court mandating that FCA US provide the names, email addresses and addresses to the Settlement Administrator and that such information be treated as private, confidential, and proprietary.

5.6 For all Class Members for whom a Notice is returned with forwarding address information, the Settlement Administrator will re-mail the Notice to the new address indicated. For all Class Members 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. If the Notice is returned as undeliverable a second time, then no further mailing will be required. The Settlement Administrator will promptly log each Notice that is returned as undeliverable and provide copies of the log to Class Counsel.

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

## **VI. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARDS**

6.1. Class Counsel may apply to the Court for, and FCA US agrees to pay subject to Court approval, an award of reasonable attorneys' fees and expenses, inclusive of costs, up to, but not to exceed, the total combined sum of \$1,005,000. 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 amount awarded is inconsistent with this Agreement.

6.2. Attorneys' Fees, Costs, and Expenses will be in addition to the benefits provided directly to the Settlement Class (and will be in addition to the Service Awards) 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, FCA US will not oppose Plaintiff's request that FCA US separately pay a Service Award of \$7,500 to Plaintiff.

6.4. FCA US will pay Class Counsel the Service Award and any Attorneys' Fees, Costs, and Expenses awarded by the Court thirty twenty days of the Effective Date by means of a check. Within five business days of the Effective Date, Class Counsel will provide FCA US a W-9 and instructions for receipt of the Court awarded Attorneys' Fees, Costs, and Expenses, and Service Awards.

## **VII. RELEASE**

7.1 Upon entry of a Court order granting final approval of the Settlement and entering judgment pursuant to Section VIII.C below, Plaintiff and the Settlement Class irrevocably release, waive, and discharge any and all past, present, and future Released Claims against Releasees. These include, by way of example, Plaintiff's and Class Members' claims under Section 17200 of



California's Business & Professions Code (the "UCL"), as well as claims and/or demands for monetary reimbursement, costs, attorneys' fees, or losses, that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected, whether or not specifically named herein, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equitable principle, 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 based on malfunction of the Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet components in the Class Vehicles as pleaded in any complaint filed in the Action.

7.2 The Release in Section 7.1 does not release claims for death or personal injuries, or other claims unrelated to those asserted in the Action. The release effected by this 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 Section 1542 of the California Civil Code is applicable to the release, the Class Representatives, on behalf of themselves, hereby expressly waive and relinquish to the fullest extent permitted by law, the rights provided by Section 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.*

Each Class Representative expressly acknowledges that they have been advised by Class Counsel, or Class Counsel's designee, of the contents and effects of Section 1542, and with knowledge,

each Class Representative expressly waives, on behalf of themselves, whatever benefits they may have had pursuant to such section. Each Class Representative expressly waives, on behalf of themselves, 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 Section 1542 of the California Civil Code.

7.3 Plaintiff and Class Members recognize that, even if they later discover facts in addition to or different from those that they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, they 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 This Settlement and the release in Section 7.1 do not affect the rights of Class Members who timely and properly request exclusion from the Class, or anyone encompassed within the Class definitions set forth in the complaints in this Action who is not a member of the Class defined in this Agreement. The Parties do not intend this Agreement and release to affect any legal claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle.

7.5 The motions for preliminary and final approval, 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 allowing for discovery related to objectors.

7.6 Upon issuance of the Final Approval Order and Judgment: (i) the Settlement will be the exclusive remedy for Class Members; (ii) Releasees will not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein; and (iii) Class Members will be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Releasees. Also, FCA US will release the named Plaintiff and her counsel from any potential claims, counter-claims, or other relief (including the ability to seek the recovery of costs under the Federal Rules of Civil Procedure) that could potentially be asserted against them, and which in any way are related to the Action.

#### **VIII. SETTLEMENT APPROVAL PROCESS**

##### **A. Intention to Complete Settlement.**

8.1. The Parties will cooperate with each other in good faith to carry out the purposes of and effectuate this Agreement, will promptly perform their respective obligations hereunder, and will promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby. Plaintiff will prepare all preliminary approval and final approval papers.

8.2. 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 Agreement will be null and void *ab initio* upon election of any of the Parties and have no further force and effect with respect to any of the Parties in this Action. Nothing in this provision will affect FCA US's obligation to pay all costs reasonably incurred by the settlement administration process.

##### **B. Preliminary Court Approval.**

8.3. Promptly after the Parties' execution of this Settlement, 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 manner detailed 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 Agreement or as otherwise required by the Court and providing a list of persons or entities who have opted out or excluded themselves from the Settlement.

**C. Final Court Approval.**

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: (i) finds the Settlement to be fair, reasonable, and adequate; (ii) finds that the Notice given constitutes the best notice practicable; (iii) approves the Release specified in Section VII as binding and effective as to all Class Members who have not properly excluded themselves from the Class; (iv) directs that Judgment be entered on the terms stated herein; and (v) provides that the Court will retain jurisdiction over the Parties and Class Members to enforce the terms of the Final Approval Order and Judgment.

8.6. Upon entry of the Final Approval Order and Judgment, this Action will be dismissed, on its merits and with prejudice, with respect to all 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. The provisions of this section will apply to any request for exclusion from the Class.

9.2. Any Class Member may make a request for exclusion by submitting an opt out or exclusion form which the Settlement Administrator shall make available on the Settlement Website or by submitting such request in writing. The completed opt-out form or written request shall be sent via first class U.S. mail to the specific address as set forth in the Long Form Notice.

9.3. Any request for exclusion must be submitted no later than forty-five days after the Notice Date.

9.4. Any request for exclusion will (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease, (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class, and (iv) be individually and personally signed by the Class Member.

9.5. 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. Any purported request for exclusion or other communication that is unclear or internally inconsistent with respect to the Class Member's request to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for exclusion can only be submitted individually on behalf of each Class Vehicle owned by the individual Class Member. Mass opt-outs and class requests for exclusion shall not be permitted.

9.6. 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 Agreement.

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

9.8. Class Counsel and FCA US's 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") from this Settlement.

9.9. Upon certification of the Class in connection with the Preliminary Approval of this Settlement, all written communications to multiple Class Members with respect to this Settlement will be mutually reviewed and agreed to by Class Counsel and FCA US's Counsel.

## **X. OBJECTIONS**

10.1. Any Class Member who wishes to enter an objection to be considered is to submit a written notice of objection directly to the Court at the address set forth in the Notice postmarked by no later than forty-five days after the Notice Date.

10.2. To state a valid objection to the Settlement, an objecting Class Member must provide the following information in his, her, or its written objection: (i) the case name and number, i.e., *Regueiro v. FCA US LLC*, Case No. 2:22-cv-05521 (C.D. Cal.); (ii) the Class Member's full name, current address, and current telephone number; (iii) the model year and VIN of his /her/its Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position and whether the objection applies only to the objector, a part of the Class, or the entire class; (v) copies of any documents the objector wishes to submit in support; (vi) 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;

(vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all 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; (ix) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection; (x) the date of the objection; (xi) a list of all cases in which the Class member and/or his or her counsel filed or in any way participated – financially or otherwise – in objecting to a class settlement during the preceding five years. If the Class Member or their 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. If the objecting Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class Member must so state in the objection. 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, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

10.4. 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 that the objection is frivolous or made for improper purpose.

10.5 Any objector who seeks a fee for their objection will do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

10.6 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.

10.7 Any Class Member who fails to file and timely serve a written objection containing all of the information listed in Sections 10.2 and 10.3 above, including notice of their intent to appear at the Final Approval Hearing, will not be permitted to object to the Settlement and will be foreclosed from seeking any review of the Agreement or the terms of the Settlement by any means, including but not limited to an appeal.

## **XI. MISCELLANEOUS**

### **A. Choice of Law.**

11.1. This Settlement will be governed by and construed in accordance with the substantive laws of the State of California 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. For purposes of this Agreement only, FCA US expressly consents to the jurisdiction of the United States District Court for the Central District of California with respect to all matters arising out of this Agreement, including, without limitation, the certification and administration of the Settlement Class, the approval of the Settlement, and the enforcement of the Settlement and any associated orders or judgments. This consent includes claims asserted by or on behalf of all



Settlement Class Members, regardless of their state of residence, including California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington arising out of this Agreement.

**B. Not Evidence.**

11.2. The Parties understand and acknowledge that this 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 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.

11.3. Neither this Settlement, nor any act performed or document executed pursuant to or in furtherance of it, (i) is, or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any legal claim made by Plaintiff or Class Members, or of any wrongdoing or liability of FCA US; or (ii) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of Releasees in any proceeding in any court, administrative agency, or other tribunal.

11.4. This provision will survive the expiration or voiding of the Settlement.

**C. Headings.**

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

**D. Effect of Exhibits.**

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

**E. Entire Agreement.**

11.7. This 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 Agreement. No modification or waiver of any provisions of this Settlement 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 is sought.

**F. Counterparts**

11.8. This Settlement 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.

**G. Arm's Length Negotiations.**

11.9. The Parties have negotiated all terms and conditions of this Settlement at arm's length. The provisions for Attorneys' Fees, Costs, 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.

11.10. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement and have been relied upon by the Parties in entering into this Agreement.

11.11. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this 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 Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

**H. Good Faith.**

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

**I. Public Statements.**

11.13. The Parties and their Counsel agree to keep the substance of this Agreement confidential until such time as it is publicly filed, 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 experts, 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; and provided further that Plaintiff

may disclose the terms to her expert(s). Neither the Parties nor their Counsel will issue (or cause any other Person to issue) any press release concerning the existence or substance of this Agreement until such time as it is publicly filed. After it is filed, Class Counsel may, at their own election and expense, issue a press release or public statement, subject to approval by FCA US, that reiterates the terms of the Long Form Notice. Counsel for the Parties may also respond to inquiries from the press. The substance of any written statement in response to a press inquiry with respect to this Settlement will be reviewed and mutually agreed to by Class Counsel and FCA US's Counsel.

**J. Continuing Jurisdiction and Dispute Resolution.**

11.14. The Parties agree the Court may retain continuing and exclusive jurisdiction over them, and all Class Members, for the purpose of the administration, interpretation, and enforcement of this Agreement.

**K. Extensions of Time.**

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

**L. Nullification**

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

**M. Service of Notice.**

11.17. Whenever, under the terms of this 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:**

Jordan L. Lurie  
Ari Y. Bassar  
Pomerantz LLP  
1100 Glendon Ave., 15<sup>th</sup> floor  
Los Angeles, CA 90024

Robert L. Starr  
The Law Office of Robert L. Starr  
23901 Calabasas Rd., Ste. 2072  
Calabasas, CA 91302

**As to Defendant:**

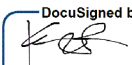
Stephen A. D'Aunoy  
Klein Thomas Lee & Fresard  
100 N. Broadway, Suite 1600  
St. Louis, Missouri 63102

\* \* \*


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

Dated: July 21, 2025

**PLAINTIFF**


DocuSigned by:  
  
C4F33008658F426...  
Kristal Regueiro

**FCA US LLC**

  
By: Susan Allen

Approved as to form:

*Class Counsel for Plaintiff and the Class:*

  
Jordan L. Lurie  
Art Y. Bassar  
Pomerantz LLP

DocuSigned by:  
*Robert Starr*  
FCA90CD429C94AB..

Robert L. Starr

The Law Office of Robert L. Starr

4910-6942-0621, v. 1

# EXHIBIT A

**LEGAL NOTICE  
ONLY TO BE OPENED  
BY THE INTENDED  
RECIPIENT**

*A federal court has  
authorized this Notice.*

*This is not a solicitation  
from a lawyer.*

*Regueiro v. FCA US LLC*  
c/o Settlement Administrator  
ADDRESS  
ADDRESS

«Refnum»

Postal Service: Please do not mark barcode

Class Member ID: <<RefNum>>  
«FirstName» «LastName»  
«Address1»  
«Address2»  
«City», «State» «Zip»  
«CountryCd»



ID #:549

If You purchased any of the following model-year vehicles equipped with a 3.6L engine in the states of in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington (collectively the "Class Vehicles"), your rights may be impacted by a Class Action Settlement: 2015-2020 Ram 1500; 2015-2019 Dodge Journey; 2015-2020 Jeep Wrangler; 2015-2020 Dodge Challenger; 2015-2020 Dodge Charger; 2015-2020 Chrysler 300; 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; 2015-2017 Chrysler 200; 2015-2020 Ram Promaster; 2015-2020 Dodge Durango; or 2015-2020 Grand Cherokee.

**Why am I receiving this notice?** The plaintiff and defendant FCA US reached a settlement agreement in the class action matter *Regueiro v. FCA US LLC*, No. 2:22-cv-05521, which is currently pending in the United States District Court for the Central District of California. The case is premised on allegations that FCA US did not provide the appropriate emissions warranty coverage for certain valve train system components, specifically, the Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet ("valve train component"), as "high-priced" warranted parts under the California Emissions Warranty (13 CCR §§ 2035, *et seq.*) on the Class Vehicles. You are receiving this notice because FCA US's records show you may own a vehicle identified above. The purpose of the notice is to inform you of the class action and the proposed settlement so that you can decide what to do. **PLEASE VISIT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM) FOR MORE INFORMATION** or call toll-free [xxx-xxx-xxxx](tel:xxx-xxx-xxxx).

**Who's included in the Settlement Class?** All individuals who, as confirmed by FCA US's records, purchased a Class Vehicle.

**What are the Settlement benefits?** FCA US has agreed to extend its existing warranty obligations for the Class Vehicles to cover the costs of parts and labor for replacing a failed valve train component for the earlier of seven years from the Class Vehicle's in-service date or 70,000 miles driven. You will not pay for a repair going forward if the repair is completed by an authorized FCA US dealership. Further, any Settlement Class member who previously paid for a qualifying repair to a failed valve train component may submit a claim for full reimbursement. Claim Form and instructions for submitting a claim are available at [www.website.com](http://www.website.com). Please visit the website for a full description of the Settlement benefits and more information on how to submit a claim.

**What are my options?** You need not do anything to receive the benefits of the warranty extension. But, to be reimbursed for a previous valve train component you paid for, you must submit a claim. Further, if you do not want to be legally bound by the Settlement, you must **opt out** of the Settlement by **Month DD, 2025**. If you want to **object** to the Settlement, you must file an objection by **Month DD, 2025**. The "Long Form Notice" available at the Settlement website explains how to submit a Claim as well as how to opt out or object to the Settlement.

**The Court's Fairness Hearing.** The Court will hold a **Fairness Hearing on Month DD, 2025** to consider approving the Settlement, a request for attorneys' fees, and expenses for Plaintiff's counsel, and service awards for the representatives of the Settlement Class. You may appear at the Fairness Hearing personally or through an attorney you have hired, but it is not required. More information is available at the Settlement website.

# EXHIBIT B

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION FROM A LAWYER.*

### **PLEASE READ THIS NOTICE CAREFULLY.**

**To: All individuals who, as confirmed by FCA US's records, purchased one or more of the following vehicles equipped with a 3.6L engine in the states of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington ("Reg. 177 States"): model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; or model-year 2015-2020 Grand Cherokee.**

This notice tells you about a proposed settlement in the class action matter *Regueiro v. FCA US LLC*, Case No. 2:22-cv-05521, which is currently pending in the United States District Court for the Central District of California. The lawsuit alleges Defendant FCA US LLC ("FCA US") did not provide the appropriate warranty coverage for certain valve train system components as "high-priced" warranted parts under the California Emissions Warranty (13 CCR §§ 1950, *et seq.*) for the model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; and model-year 2015-2020 Grand Cherokee vehicles identified above. You received this notice because you may be a member of the group of people affected, called the "class" (or the "Settlement Class"). This notice gives you a summary of the terms of the proposed agreement, explains what rights Settlement Class members have, and helps Settlement Class members make informed decisions about what action to take.

If the Settlement is approved and you are a member of the Settlement Class as defined above, you are automatically entitled to a warranty extension for certain valve train system components, and you will be entitled to submit a claim for reimbursement for monies you previously paid to repair a failed Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet component, unless you opt out or exclude yourself from the Settlement.

If you are a member of the Settlement Class, the following options apply to you:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You need not do anything to receive the benefits of the warranty extension. But you won't be reimbursed for a past Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component repair you may have paid for. Further, you will be bound by the Settlement and won't be able to sue FCA US over any claim you may have that the Settlement resolves.
<b>SUBMIT A CLAIM FORM</b>	You must submit a valid claim form to be reimbursed for a past qualifying Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component repair.
<b>OPT OUT OR EXCLUDE YOURSELF</b>	You will receive no Settlement benefits, but you will retain any legal claim you have against FCA US.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court about why you don't like the Settlement. You must remain in the Settlement Class and not exclude yourself in order to object to the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

<b>THE MOST IMPORTANT DATES</b>	
<b>YOUR DEADLINE TO OPT OUT OR OBJECT</b>	[date]
<b>SETTLEMENT APPROVAL HEARING</b>	[date]
<b>YOUR DEADLINE TO SUBMIT A CLAIM FORM</b>	[date]

**Read on to understand the specifics of the Settlement. Please review this notice carefully.** You can learn more about the Settlement by visiting [www.website.com](http://www.website.com) or by calling (xxx) xxx-xxxx.

## **FURTHER INFORMATION ABOUT THIS NOTICE**

### **1. Why did I get this notice?**

You received this notice because you may be a member of the Settlement Class and eligible to receive benefits under the proposed Settlement. The Court overseeing this case authorized this Notice to advise members of the Settlement Class about the proposed Settlement that will affect their legal rights. This notice explains certain legal rights and options you have in connection with that Settlement.

### **2. What is this case about?**

This case is a class action lawsuit premised on allegations that FCA US did not provide the appropriate warranty coverage for certain valve train system components as “high-priced” warranted parts under the California Emissions Warranty (13 CCR §§ 2035, *et seq.*) for the model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; and model-year 2015-2020 Grand Cherokee vehicles identified above.

### **3. Why is this case a class action?**

In a class action, a representative plaintiff brings a lawsuit for others who are alleged to have similar claims. Together, these people make up the Class and each person individually is a Class Member. In this case, there is one plaintiff, also known as a Class Representative: Kristal Regueiro.

### **4. Why is there a Settlement?**

A class action settlement is an agreement between the parties to resolve and end the case. The Plaintiff, through her attorneys, investigated the facts and law relating to the claims and legal issues in this case. Plaintiff and her attorneys, also known as Class Counsel, believe that the Settlement is fair and reasonable, and that it will provide substantial benefits to the Settlement Class.

The Court has not yet decided whether Plaintiff’s claims or FCA US’s defenses have any merit. Put another way, the Court has not yet decided “who should win the case,” and it will not do so, if the proposed Settlement is approved. By agreeing to the proposed Settlement, both sides avoid the cost and risk of a trial, and the members of the Settlement Class can obtain the benefits of this Settlement, namely, a warranty

extension for the Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet and the right and ability to be reimbursed for past qualifying Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet repairs they paid for. The Settlement does not mean that FCA US did anything wrong, nor does it mean the Plaintiff would not win the case if it were to go to trial.

## TERMS OF THE PROPOSED SETTLEMENT

### 5. Who is in the Settlement Class?

The Settlement Class is defined as all individuals who, as confirmed by FCA US's records, purchased one or more of the following vehicles equipped with a 3.6L engine in the states of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington ("Reg. 177 States"): a model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; or model-year 2015-2020 Grand Cherokee. These vehicles are known as the Class Vehicles.

Excluded from the Settlement Class are FCA US; any affiliate, parent, or subsidiary of FCA US; any entity in which FCA US has a controlling interest; any FCA US officer, director, or employee; any FCA US successor or assign; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (*i.e.*, salvage or junkyard vehicles) (subject to verification through Carfax or other means); and any judge to whom this case is assigned, their spouse; and individuals and/or entities who validly and timely opt out of the settlement.

### 6. What are the benefits of the proposed Settlement?

FCA US has agreed to provide the following benefits to members of the Settlement Class.

**Warranty Extension:** FCA US has agreed to extend its existing warranty obligations for the Class Vehicles to cover the costs of all parts and labor for replacing a failed Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component for the earlier of seven years from the Class Vehicle's in-service date or 70,000 miles driven.

FCA US will cover the costs of all parts and labor for replacing a failed Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component under the Warranty Extension without the Settlement Class Member having to pay out-of-pocket and then having to seek reimbursement. As long as the repair is performed at an authorized FCA US dealership within the earlier of seven years from the Class Vehicle's in-service date

or 70,000 miles driven, FCA US will not impose any fees or charges related to the repair.

***Repair Reimbursements:*** Any Class Member who previously paid for a repair relating to a failed Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component entitled to warranty coverage under this Settlement may submit a claim to the Settlement Administrator for reimbursement upon proof of a paid repair.

The deadline for submission of claims is [DATE], which is forty-five (45) days after Notice to the Class.

To be valid, the claim submission must include: (a) a completed Claim Form; (b) proof of payment (e.g., a paid invoice, receipt or credit card statement showing amount paid and date of service); (c) documentation identifying the vehicle (including VIN), owner, the component repaired, and the name and contact information of the repair facility.

Claims submitted pursuant to this Settlement may be submitted, at the election of the Claimant, by U.S. mail, email, or through the dedicated Settlement Website. The mailing address and email address to which Claimants may submit Claims, as well as instructions for submitting claims through the Settlement Website, can be found on the Settlement Website under “Claims For Reimbursement.”

Class Counsel and FCA US’s Counsel will meet and confer in good faith to resolve any dispute regarding the Settlement Administrator’s final determination to deny a Claim. If the Parties reach agreement, the resolution will be binding and, if it involves a payment, FCA US will cause the payment to be made. If the Parties are unable to reach agreement within thirty (30) days of the meet-and-confer process, Class Counsel may submit the dispute to a mutually agreed-upon neutral third party for binding resolution.

#### **7. What claims are Settlement Class members giving up?**

Members of the Settlement Class who don’t exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”) and any final judgment entered by the Court, and they will give up their right to sue FCA US for the claims the proposed Settlement resolves.

The claims that are being released, and the persons and entities being released from those claims are specifically described in the Settlement Agreement. Those claims include Plaintiff’s and Class Members’ claims under Section 17200 of California’s Business & Professions Code (the “UCL”), as well as any and all claims, causes of action, demands, debts, suits, liabilities, obligations, claims for monetary reimbursement, 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 facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters based on a malfunction of the Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component in the Class Vehicles as alleged in the Action. The Released Claims do not include claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation. Nothing in this Settlement will be construed as a waiver, release and/or compromise of any pending automobile lemon law claim. To see the Settlement Agreement, please visit [www.website.com](http://www.website.com).

### **YOUR OPTIONS AS A MEMBER OF THE SETTLEMENT CLASS**

#### **8. If I'm a member of the Settlement Class, what options do I have?**

You have four options:

If you are a member of the Settlement Class and do not opt out, you need not do anything to receive the benefits of the warranty extension.

But, if you want to be reimbursed for a past qualifying repair of a Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component you paid for, you must submit a claim for reimbursement.

If you don't want to give up your right to sue, you must exclude yourself, also known as "opting out," of the Settlement Class. See Question 11 below for instructions on how to exclude yourself.

If you object to the Settlement, you must remain part of the Settlement Class, *i.e.*, you may not also exclude yourself from the Settlement Class by opting out, and you must file a written objection with the Court. See Question 14 below for instructions on how to object.

#### **9. What happens if I do nothing?**

If you do nothing, you may still have the benefit of the warranty extension, but you will not receive any reimbursement for a past qualifying repair of a Valve Rocker Arm, Valve Stem Oil Seal, or Vale Tappet component you paid for.

Further, unless you exclude yourself, after the Court approves the proposed Settlement and the Court's judgment becomes final, you'll be bound by the judgment and unable to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against FCA US for claims that the Settlement resolves.



10. How do I submit a claim?

The Claim Form and instructions for submission, eligibility for reimbursement, documentation required, rejected claims, and payment information can be found on the Settlement Website at [www.website.com](http://www.website.com).

All claims must be submitted no later than [DATE - 45 days from notice].

No reimbursements under the Settlement will be issued until after the Court gives its final approval to the Settlement and after any appeals are resolved.

11. How do I exclude myself from the Settlement?

You must make a written request that (i) states your full name, address, and phone number; (ii) the model year and VIN of your vehicle and the approximate date of purchase or lease; (iii) is signed by you or a person authorized by law to sign on your behalf; and (iv) unequivocally states your desire to be excluded from the Settlement. You must send your request via first class U.S. mail by **Month DD, 2025** to:

*Requeiro, v. FCA US LLC*  
c/o Kroll Settlement Administration (the "Settlement Administrator")  
**One World Trade Center**  
**285 Fulton Street, 31st Floor**  
**New York NY 10007**

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

The form for excluding or opting out of the Settlement also is available online at [www.website.com](http://www.website.com).

12. If I exclude myself, can I receive a benefit from this Settlement?

No. You may still receive the benefits of the warranty extension, but you will not be entitled to any other benefit under the Settlement.

13. If I don't exclude myself, can I sue FCA US for the same thing later?

No. Unless you exclude yourself, you give up any right to sue FCA US for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or be part of a different lawsuit relating to the claims in this case. If you exclude yourself, you are ineligible to request a reimbursement under the Settlement.

14. How do I object to the settlement?

If you disagree with any part of the Settlement but don't want to opt out, you may object to some or all of the Settlement. You can ask the Court to deny approving the proposed Settlement by filing an objection. You can't ask the Court to order a different settlement, however. The Court can only approve or reject the proposed Settlement before it. If the Court denies approval, no Settlement benefit will be given and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing, and it (along with any supporting papers) must (i) be submitted directly to the Court at United States Courthouse, 350 W. 1<sup>st</sup> Street, 5<sup>th</sup> floor, Courtroom 5C, Los Angeles, California 90012-4565 and (ii) have a copy mailed to Class Counsel and FCA US's counsel at the following addresses:

Class Counsel	FCA US's Counsel
<p>Robert L. Starr LAW OFFICE OF ROBERT L. STARR 23901 Calabasas Rd., Ste. 2072 Calabasas, CA 91302</p> <p>Jordan L. Lurie Ari Y. Bassar POMERANTZ LLP 1100 Glendon Ave., 15<sup>th</sup> floor Los Angeles, CA 90024</p>	<p>Stephen A. D'Aunoy KLEIN THOMAS LEE &amp; FRESARD 100 N. Broadway, Suite 1600 St. Louis, MO 63102</p>

Objections must be filed or postmarked no later than **Month DD, 2025**. To be considered by the Court, your objection must include:

- (i) the case name and number, *i.e.*, *Regueiro v. FCA US LLC*, Case No. Case No. 2:22-cv-05521 (C.D. Cal.);
- (ii) your full name, current address, and current telephone number;
- (iii) the model year and VIN of your Class Vehicle(s);
- (iv) a statement of the objection(s), including all factual and legal grounds for the position and whether the objection applies only to you, a part of the Settlement Class, or the entire Settlement Class;
- (v) copies of any documents you wish to submit in support;

- (vi) the name and address of the attorney(s), if any, who represents you in making the objection or who may be entitled to compensation in connection with the objection;
- (vii) a statement of whether you intend to appear at the Final Approval Hearing, and whether you intend to appear with or without counsel;
- (viii) the identity of all counsel (if any) who will appear on your behalf at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
- (ix) your signature and the signature of any attorney representing you in connection with the objection;
- (x) the date of the objection; and
- (xi) a list of all cases in which you and/or your counsel filed or in any way participated – financially or otherwise – in objecting to a class settlement during the preceding five years. If you or your counsel haven't made any such objections, you must state as much in the written materials you provide with the objection.

If you don't object in this manner, you will be deemed to have waived and forfeited your rights to appear separately or object to the Settlement, and you will be bound by the terms of the Settlement Agreement and by all related proceedings, orders, and judgments. The exclusive means for challenging the Settlement are as set forth herein.

### **COURT APPROVAL OF THE SETTLEMENT**

15. How, when, and where will the Court decide whether to approve the Settlement?
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The Court will hold a Final Approval Hearing to decide whether to approve the proposed Settlement. That Final Approval Hearing is scheduled for **Month DD, 2025** at **10:00 A.M.** at the United States Courthouse at 350 W. 1<sup>st</sup> Street, 5<sup>th</sup> floor, Courtroom 5C, in Los Angeles, California. There the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to those who have properly requested to speak at the Final Approval Hearing. The Court may also consider Class Counsel's request for an award of fees, costs, and expenses, as well as a service award for the Class Representatives. At some point after the Final Approval Hearing has concluded, the Court will decide whether to approve the Settlement.

The Court could reschedule the Final Approval Hearing to a different date or time without notice, so it is a good idea before the Final Approval Hearing to check [www.website.com](http://www.website.com) to confirm the schedule if you'd like to attend.

**16. Do I have to attend the Final Approval Hearing?**

No. If you are objecting to the Settlement, it's not necessary to appear in person because the Court will consider any written objections that have been properly submitted pursuant to the instructions in Question 14. You or your own lawyer are welcome to attend the Final Approval Hearing at your expense, but you are not required to do so.

**17. What happens if the Court approves the Settlement?**

If the Court approves the Settlement, there may still be appeals. If there's an appeal, it's possible the Settlement could be disapproved on appeal. We don't know how long that process may take.

**18. What happens if the Court does not approve the Settlement?**

If the Court does not approve the Settlement, there will not be any Settlement benefits and the case will proceed as if no Settlement had been attempted.

**LAWYERS FOR THE SETTLEMENT CLASS**

**19. Who represents the Settlement Class?**

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Jordan L. Lurie  
JLurie@pomlaw.com  
Ari Y. Basser  
ABasser@pomlaw.com  
POMERANTZ LLP  
1100 Glendon Ave., 15<sup>th</sup> floor  
Los Angeles, CA 90024

Robert L. Starr  
Robert@starrlaw.com  
LAW OFFICE OF ROBERT L. STARR  
23901 Calabasas Rd., Ste. 2072  
Calabasas, CA 91302

Members of the Settlement Class are not charged for Settlement Class Counsel's services. Settlement Class Counsel will be paid by FCA US, subject to the Court's approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

**20. How will the lawyers for the Settlement Class be paid?**

Settlement Class Counsel will seek an order from the Court requesting that they be awarded up to, but not more than, \$1,005,000 for fees, costs, and expenses incurred. Settlement Class Counsel will also request that the Class Representative be given service awards for her time and effort expended on the Settlement Class's behalf of up to, but not more than, \$7,500.

**FOR FURTHER INFORMATION**

**21. What if I'd like further information, want to update my information, or have questions?**

This notice only summarizes the proposed Settlement. For additional information, please visit **www.website.com**. You may also contact the Settlement Administrator by phone at (xxx) xxx-xxxx or by mail at *Regueiro v. FCA US LLC*, c/o **Settlement Administrator**, **ADDRESS, ADDRESS**. You can also contact Class Counsel using the contact information above.

**PLEASE DO NOT CONTACT THE COURT OR FCA US'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**

# EXHIBIT C

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

KRISTAL REGUEIRO, on behalf of  
herself and others similarly situated,

Plaintiff,

v.

FCA US LLC,

Defendant.

Case No.: 2:22-cv-05521 SPG (MAR)

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT,  
CONDITIONALLY CERTIFYING  
SETTLEMENT CLASS,  
DIRECTING NOTICE TO THE  
CLASS, AND SCHEDULING  
FAIRNESS HEARING**

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT,  
CONDITIONALLY CERTIFYING SETTLEMENT CLASS, DIRECTING NOTICE TO THE  
CLASS AND SCHEDULING FAIRNESS HEARING**

1 WHEREAS, this matter has come before the Court pursuant to Plaintiff's  
2 Motion for Preliminary Approval of Class Action Settlement and Issuance of  
3 Related Orders (the "Motion");

4 WHEREAS, the Court finds that it has jurisdiction over the Action and each  
5 of the parties for purposes of settlement and asserts jurisdiction over the Class  
6 Members for purposes of effectuating this Settlement and releasing their claims  
7 (all capitalized terms as defined in the Settlement Agreement); and,

8 WHEREAS, this Court has considered all of the submissions related to the  
9 Motion and is otherwise fully advised in the premises,

10 IT IS HEREBY ORDERED AS FOLLOWS:

11 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

12 1. The terms of the Settlement Agreement dated July 21, 2025, including  
13 all exhibits thereto, which is attached to the Declaration of Jordan L. Lurie as  
14 Exhibit 1, are preliminarily approved as fair, reasonable and adequate, are  
15 sufficient to warrant sending notice to the Class, and are subject to further  
16 consideration thereof at the Fairness Hearing referenced below. This Order  
17 incorporates herein the Settlement Agreement, and all of its exhibits and related  
18 documents. Unless otherwise provided herein, the terms defined in the Settlement  
19 Agreement shall have the same meanings in this Order. The Settlement Agreement  
20 was entered into after extensive arm's length negotiations by experienced counsel  
21 and with the assistance and oversight of mediator Brad Winters at JAMS. The  
22 Court finds that the settlement embodied in the Settlement Agreement is  
23 sufficiently within the range of reasonableness so that notice of the settlement  
24 should be given as provided in the Settlement Agreement and this Order. In  
25 making this determination, the Court has considered the current posture of this  
26 litigation and the risks and benefits to the Parties involved in both settlement of  
27 these claims and continuation of the litigation.



**II. THE CLASS, CLASS REPRESENTATIVES AND CLASS COUNSEL**

2. The Court certifies the following Class for settlement purposes only (the “Class”): All individuals who, as confirmed by FCA US’s records, purchased one or more of the following vehicles equipped with a 3.6L engine in the states of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington (“Reg. 177 States”): model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; or model-year 2015-2020 Grand Cherokee.

3. Excluded from the Class are Defendant and its subsidiaries and affiliates; its current and former officers, directors, and employees (and members of their immediate families); and the legal representatives, heirs, successors or assigns of any of the foregoing. Also excluded are any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

4. The “Class Vehicles” are model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; and model-year 2015-2020 Grand Cherokee vehicles equipped with a 3.6L engine, as noted in the Settlement Agreement, which is expressly incorporated in this Order.

1           5.     The Court finds, for settlement purposes only and conditioned upon  
2 the entry of this Order and the Final Order and Final Judgment, the terms of the  
3 Settlement Agreement, and the occurrence of the Final Effective Date, that the  
4 Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3),  
5 and hereby provisionally certifies the Class for settlement purposes only. The  
6 Court preliminarily finds, in the specific context of this Settlement Agreement,  
7 that: (a) the number of Class Members is so numerous that their joinder in one  
8 lawsuit would be impractical; (b) there are some questions of law or fact common  
9 to the Class; (c) the claims of Class Representative are typical of the claims of the  
10 Class Members she seeks to represent; (d) the Class Representative has fairly and  
11 adequately represented the interests of the Class and the Class Representative has  
12 retained experienced counsel to represent her and the Class – Jordan L. Lurie and  
13 Ari Y. Bassar of Pomerantz LLP, and Robert L. Starr of The Law Office of Robert  
14 L. Starr, whom the Court finds have satisfied the requirements of Fed. R. Civ. P.  
15 23(a)(4) and 23(g); (e) the questions of law and fact common to the Class, as  
16 pertains to consideration of the Settlement Agreement, predominate over any  
17 questions affecting any individual Class Member; and (f) a class action is superior  
18 to the other available methods for the fair and efficient adjudication of the  
19 controversy through settlement.

20           6.     The Court designates Kristal Regueiro as Class Representative.

21           7.     The Court further finds that the following counsel fairly and  
22 adequately represented, and continue to so represent, the interests of the Class in  
23 all regards, including for settlement purposes and hereby appoints them as counsel  
24 for the Class pursuant to FED. R. CIV. P. 23(g):  
25  
26  
27  
28

Robert L. Starr  
LAW OFFICE OF ROBERT L. STARR  
23901 Calabasas Rd., Ste. 2072  
Calabasas, CA 91302

Jordan L. Lurie  
Ari Y. Bassar  
POMERANTZ LLP  
1100 Glendon Ave., 15<sup>th</sup> floor  
Los Angeles, CA 90024

8. If the Settlement Agreement is not finally approved by the Court, or for any reason the Final Order and Final Judgment are not entered as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason or the Final Effective Date does not occur for any reason, then:

(a) All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force or effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;

(b) The provisional certification of the Class pursuant to this Order shall be vacated automatically and the Actions shall proceed as though the Class had never been certified;

(c) Nothing contained in this Order is to be construed as a presumption, concession or admission by or against FCA US or Class Representatives of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any action or proceeding, including but not limited to, factual or legal matters relating to any effort to certify the Action as a class action; and,

(d) Nothing in this Order pertaining to the Settlement Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further

1 proceeding in the Action, including, but not limited to, motions or proceedings  
2 seeking treatment of the Action as a class action.

3 **III. NOTICE TO CLASS MEMBERS**

4 9. The Court has considered the Class Notice in the Settlement  
5 Agreement and finds that the Class Notice and methodology as described in the  
6 Settlement Agreement: (a) meet the requirements of due process and FED. R.  
7 CIV. P. 23(c) and (e); (b) constitutes the best notice practicable under the  
8 circumstances to all persons entitled to notice; and (c) satisfies the Constitutional  
9 requirements regarding notice. In addition, the forms of notice: (a) apprise Class  
10 Members of the pendency of the Action, the terms of the proposed settlement,  
11 their rights and deadlines under the settlement; (b) are written in simple  
12 terminology; (c) are readily understandable by Class Members; and (d) comply  
13 with the Federal Judicial Center's illustrative class action notices. The Court  
14 approves the Class Notice and methodology as described in the Settlement  
15 Agreement in all respects, and it hereby orders that notice be commenced  
16 pursuant to the dates set forth in this Order.

17 The Settlement Administrator will be responsible for, without limitation,  
18 printing, emailing, mailing and arranging for the mailing of the Notice to all  
19 reasonably identifiable Class Members, in the form attached to the Settlement  
20 Agreement as Exhibit A; handling return mail not delivered to Class Members,  
21 making any additional mailings required under the terms of this agreement,  
22 responding to requests for direct mailed notice or other documents, receiving and  
23 maintaining on behalf of the Court any Class member correspondence regarding  
24 request for exclusion and/or objections to the Settlement, forwarding written  
25 inquiries to Class Counsel or their designee for a response if warranted,  
26 establishing a post office box for the receipt of any correspondence, responding  
27 to requests from Class Counsel or FCA US's counsel, establishing a website and  
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1 toll free voice response unit with message capabilities to which Class Members  
2 may refer for information about the Action and the Settlement, otherwise  
3 implementing and/or assisting with the dissemination of the notice of the  
4 Settlement.

5 The Court further approves, as to form and content, the Short-Form Notice,  
6 and the Long-Form Notice. The Court further approves the establishment of an  
7 internet website for the settlement. The website shall include the Long-Form  
8 Notice, a copy of the Settlement Agreement, the operative complaint, and  
9 additional information about the Action and Settlement. FCA US shall pay the  
10 costs of the Class Notice in accordance with the Settlement Agreement. The  
11 Parties are hereby authorized to establish the means necessary to implement the  
12 notice and other terms of the Settlement Agreement.

13 9. The Court hereby appoints Kroll Settlement Administration to be the  
14 Settlement Administrator pursuant to the terms of the Settlement Agreement.  
15 Responsibilities of the Settlement Administrator are found in the Settlement  
16 Agreement. Not later than 20 days before the date of the Fairness Hearing, the  
17 Settlement Administrator will provide affidavits for the Court, with a copy to  
18 Class Counsel and FCA, attesting that Notice was disseminated in a manner  
19 consistent with the terms of this Agreement or as otherwise required by the Court  
20 and providing a list of persons or entities who have opted out or excluded  
21 themselves from the Settlement.

22 **IV. REQUEST FOR EXCLUSION FROM THE CLASS AND**  
23 **OBJECTIONS**

24 10. Class Members who wish to be excluded from the Class must submit  
25 an opt out or exclusion form which states: (i) the Class Member's full name and  
26 current address, (ii) provides the model year and VIN of his/her/its Class  
27 Vehicle(s) and the approximate date(s) of purchase or lease, (iii) specifically and  
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1 clearly states his/her/its desire to be excluded from the Settlement and from the  
2 Class, and (iv) be individually and personally signed by the Class Member. The  
3 completed written request shall be sent via first class U.S. mail to the specific  
4 address as set forth in the Long Form Notice. Any request for exclusion must be  
5 submitted no later than forty-five days after the Notice Date. Any request for  
6 exclusion will (i) state the Class Member's full name and current address, (ii)  
7 provide the model year and VIN of his/her/its Class Vehicle(s) and the  
8 approximate date(s) of purchase or lease, (iii) specifically and clearly state  
9 his/her/its desire to be excluded from the Settlement and from the Class, and (iv)  
10 be individually and personally signed by the Class Member.

11 11. Class Members who timely and validly exclude themselves from the  
12 Class shall not be bound by the Settlement Agreement, the settlement, or the  
13 Final Order and Final Judgment, and will be deemed to have waived any rights or  
14 benefits under this Agreement. If a potential Class Member files a request for  
15 exclusion, he/she/it may not assert an objection to the Settlement Agreement. The  
16 Settlement Administrator Settlement Administrator will report the names of all  
17 Class Members who have submitted a request for exclusion to the Parties on a  
18 weekly basis, beginning thirty days after the Notice Date.

19 12. Any potential Class Member that does not properly and timely  
20 exclude himself/herself/itself from the Class shall remain a Class Member and  
21 shall be bound by all the terms and provisions of the Settlement Agreement and  
22 the settlement and the Final Order and Final Judgment, whether or not such Class  
23 Member objected to the Settlement Agreement or submits a Reimbursement  
24 Claim Form(s) or otherwise avails himself/herself/itself of the benefits available  
25 in the Settlement Agreement.

26 13. Any Class Member who has not requested exclusion and who  
27 wishes to object to the fairness, reasonableness, or adequacy of the Settlement  
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1 Agreement, or to the requested award of Attorneys' Fees, Costs, and Expenses, or  
2 the requested incentive awards to the Class Representatives, must submit a  
3 written notice of objection directly to the Court at the address set forth in the  
4 Notice, and (ii) have a copy mailed to Class Counsel and FCA US's counsel at  
5 the addresses set forth in the Notice, postmarked no later than forty-five days  
6 after the Notice Date. To state a valid objection to the Settlement, an objecting  
7 Class Member must provide the following information in his, her, or its written  
8 objection: (i) the case name and number, i.e., *Regueiro v. FCA US LLC*, Case No.  
9 2:22-cv-05521 (C.D. Cal.); (ii) the Class Member's full name, current address,  
10 and current telephone number; (iii) the model year and VIN of his /her Class  
11 Vehicle(s); (iv) a statement of the objection(s), including all factual and legal  
12 grounds for the position and whether the objection applies only to the objector, a  
13 part of the Class, or the entire class; (v) copies of any documents the objector  
14 wishes to submit in support; (vi) the name and address of the attorney(s), if any,  
15 who is representing the objecting Class Member in making the objection or who  
16 may be entitled to compensation in connection with the objection; (vii) a  
17 statement of whether the Class Member objecting intends to appear at the Final  
18 Approval Hearing, either with or without counsel; (viii) the identity of all counsel  
19 (if any) who will appear on behalf of the Class Member objecting at the Final  
20 Approval Hearing and all persons (if any) who will be called to testify in support  
21 of the objection; (ix) the signature of the Class Member objecting, in addition to  
22 the signature of any attorney representing the Class Member objecting in  
23 connection with the objection; (x) the date of the objection; (xi) a list of all cases  
24 in which the Class member and/or his or her counsel filed or in any way  
25 participated – financially or otherwise – in objecting to a class settlement during  
26 the preceding five years. If the Class Member or their counsel has not made any  
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1 such prior objection, the Class Member will affirmatively so state in the written  
2 materials provided with the objection.

3 No objection that fails to satisfy these requirements and any other  
4 requirements found in the Long-Form Notice shall be considered by the Court.  
5 For mailing objections, the Court's address is as follows:

6 Clerk of Court, United States Courthouse  
7 350 W. 1<sup>st</sup> Street, 6<sup>th</sup> floor, Courtroom 6D  
8 Los Angeles, California 90012-4565

8 **V. FAIRNESS HEARING**

9 14. The Fairness Hearing will be held on January 7, 2026 at 1:30 p.m.  
10 Pacific Time before this Court, at the United States District Court, Central  
11 District of California, 350 W. 1st Street, 5<sup>th</sup> floor, Courtroom 5C, Los Angeles,  
12 CA 90012, to consider, inter alia, the following: (a) whether the Class should be  
13 certified for settlement purposes; (b) whether the settlement and Settlement  
14 Agreement should be finally approved as fair, reasonable and adequate; and (c)  
15 Class Counsel's application for attorneys' fees, costs and expenses ("Fee  
16 Request") and the Class Representative's incentive award.

17 15. On or before the dates set forth herein, Class Counsel shall file, and  
18 Defendant may file, with the Court any memoranda or other materials in support  
19 of final approval of the Settlement Agreement, Class Counsel's fee and expense  
20 request.

21 16. If the objecting Class Member intends to appear, in person or by  
22 counsel, at the Final Approval Hearing, the objecting Class Member must so state  
23 in the objection. Any Class Member who does not state his or her intention to  
24 appear in accordance with the applicable deadlines and other specifications, or  
25 who has not filed an objection in accordance with the applicable deadlines and  
26 other specifications, will be deemed to have waived any objections to the  
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Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

17. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the Class Members other than that which may be posted at the Court, on the Court's website, and/or the settlement website at [www.fcarecallreimbursement.com](http://www.fcarecallreimbursement.com).

## **VI. SETTLEMENT DEADLINES**

18. The Court hereby establishes the following schedule, in accordance with the Parties' Settlement Agreement, which shall govern the settlement proceedings in this Action unless continued or otherwise modified by the Court:

<b>EVENT</b>	<b>DEADLINES</b>
Dissemination of Class Notice	Seventy-five (75) days after the Court enters the Preliminary Approval Order
Plaintiffs' Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees, Reimbursement of Expenses, and Request for Plaintiff Service Awards to be Filed with the Court	Fourteen (14) days after Class Notice is Disseminated
Parties' Motion for Final Approval, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	Fourteen (14) days after Class Notice is Disseminated
Deadline for Receipt by the Clerk of All Objections Filed and/or Mailed by Class Members	Forty-five (45) days after Notice to the Class is Disseminated
Deadline for Class Members to Mail their Request to Exclude Themselves (Opt-Out) to Settlement Administrator	Forty-five (45) days after Notice to the Class is Disseminated

Settlement Administrator Shall File List of Opt-Outs and the Results of the Dissemination of the Notice with the Court	Twenty (20) days before the hearing on final approval of the Settlement
Parties' Supplemental Memorandum of Law in Further Support of the Settlement to be Filed with the Court and Response to Objections and Requests for Exclusion from the Class	Fourteen (14) days before the hearing on final approval of the Settlement
Fairness Hearing	January 7, 2026 (At least 120 days after the Court enters the Preliminary Approval Order)

## VII. STAY OF LITIGATION

19. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement Agreement, all proceedings in the Action, other than proceedings necessary to carry out or enforce the Settlement Agreement or this Order, are stayed and suspended, until further order from this Court.

20. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement Agreement, no Class Representative or Class Member, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Class), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Settlement Agreement. In addition, the Class Representative, Class Members and all persons in active concert or participation with Class Members are preliminarily barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for

1 purposes of pursuing, as a purported class action, any lawsuit based on or relating  
2 to the claims and causes of action in the complaint in the Action or Related  
3 Action, or the facts and circumstances relating thereto or the release in the  
4 Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court  
5 finds that issuance of this preliminary injunction is necessary and appropriate in  
6 aid of the Court's continuing jurisdiction and authority over the Action. Upon  
7 final approval of the Settlement Agreement, the Class Representative and Class  
8 Members who do not timely and validly exclude themselves from the Class shall  
9 be forever enjoined and barred from asserting any of the matters, claims or  
10 causes of action released pursuant to the Settlement Agreement against any of the  
11 Released Parties, and any such Class Representative and Class Member shall be  
12 deemed to have forever released any and all such matters, claims, and causes of  
13 action as provided for in the Settlement Agreement.

#### 14 **VIII. CONFIDENTIALITY**

15 21. Any information received by the Settlement Notice Administrator,  
16 or any other person in connection with the Settlement Agreement that pertains to  
17 personal information regarding a particular Class Member (other than objections  
18 or requests for exclusion) shall not be disclosed to any other person or entity  
19 other than Class Counsel, FCA, FCA's Counsel, the Court, and as otherwise  
20 provided in the Settlement Agreement.

#### 21 **IX. OTHER PROVISIONS**

22 22. The Parties are authorized to take all necessary and appropriate steps  
23 to establish the means necessary to implement the Settlement Agreement.

24 23. The deadlines set forth in this Order, including, but not limited to,  
25 adjourning the Final Approval Hearing, may be extended by Order of the Court,  
26 for good cause shown, without further notice to the Class Members – except that  
27 notice of any such extensions shall be included on the settlement website  
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1 [website]. Class Members should check the settlement website regularly for  
2 updates and further details regarding extensions of these deadlines.

3 24. Class Counsel and FCA's Counsel are hereby authorized to use all  
4 reasonable procedures in connection with approval and administration of the  
5 Settlement Agreement that are not materially inconsistent with this Order or the  
6 Settlement Agreement, including making, without further approval of the Court,  
7 minor changes to the Settlement Agreement, to the form or content of the Class  
8 Notice or to any other exhibits that the parties jointly agree are reasonable or  
9 necessary.

10 25. The Court shall maintain continuing jurisdiction over these  
11 settlement proceedings to assure the effectuation thereof for the benefit of the  
12 Class.

13 **IT IS SO ORDERED.**

14  
15 DATE: \_\_\_\_\_, 2025

\_\_\_\_\_  
16 HON. SHERILYN PEACE GARNETT  
17 UNITED STATES DISTRICT JUDGE  
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