

# Exhibit D

## 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 LLC's records, purchased a model-year 2015-2017 Chrysler 200 vehicle that was originally sold as a Partial Zero Emission Vehicle ("PZEV") in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington.**

This notice tells you about a proposed settlement in the class action matter *Thompson, et al. v. FCA US LLC*, Case No. 2:21-cv-09815, 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 the MultiAir Actuator and Fuel Injector components as "emissions-related parts" under the California Emissions Warranty (13 CCR §§ 1962.1, 2035, 2037, 2038 *et seq.*) for the 2015-2017 Chrysler 200 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 the MultiAir Actuator and Fuel Injector components, and you will be entitled to submit a claim for reimbursement for monies you paid to repair the MultiAir Actuator and/or Fuel Injector components, 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:

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |  |
|--|--|
| <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 MultiAir Actuator or Fuel Injector 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 Multi Air Actuator or Fuel Injector 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 MultiAir Actuator and Fuel Injector components as “emissions-related parts” under the California Emissions Warranty (13 CCR §§ 1962.1, 2035, 2037, 2038 *et seq.*) for the 2015-2017 Chrysler 200 PZEV vehicles identified above.

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

In a class action, one or more representative plaintiffs bring 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 are two plaintiffs, also known as Class Representatives: Ebony Thompson and Juvenal Rodriguez.

### 4. Why is there a Settlement?

A class action settlement is an agreement between the parties to resolve and end the case. The Plaintiffs, through their attorneys, investigated the facts and law relating to the claims and legal issues in this case. Plaintiffs and their 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 Plaintiffs’ 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 MultiAir Actuator and Fuel Injector and the right and ability to be reimbursed for past qualifying MultiAir Actuator or Fuel Injector repairs they paid for. The Settlement does not mean that FCA US did anything wrong, nor does it mean the Plaintiffs 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 a model-year 2015-2017 Chrysler 200 vehicle that was originally sold as a PZEV in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington. 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 MultiAir Actuator or Fuel Injector component for the earlier of fifteen years from the Class Vehicle's in-service date or 150,000 miles driven.

*Repair Reimbursements:* Any Settlement Class member who paid for a repair relating to a qualifying MultiAir Actuator or Fuel Injector component may submit a claim for full reimbursement of that repair at **[www.fcarecallreimbursement.com](http://www.fcarecallreimbursement.com)**. As a general matter, FCA US attempts to review, approve, and issue warranty extension reimbursement payments within sixty days; however, each claim for reimbursement is case-specific and dependent on the nature of the claim and responsiveness of the claimant (and dealership where necessary).

### 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. 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 MultiAir Actuator or Fuel Injector component you paid for, you must submit a claim for reimbursement at **[www.fcarecallreimbursement.com](http://www.fcarecallreimbursement.com)**.

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 MultiAir Actuator or Fuel Injector 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 form for initiating a claim for a reimbursement request is online at **[www.fcarecallreimbursement.com](http://www.fcarecallreimbursement.com)**. Details regarding the claim form and submission, eligibility for reimbursement, documentation required, rejected claims, and payment information can be found on this website.

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 (v) 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:

*Thompson, et al., v. FCA US LLC*  
c/o **Settlement Administrator**  
**ADDRESS**  
**ADDRESS**

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**.

**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, 6<sup>th</sup> floor, Courtroom 6D, 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<br/>LAW OFFICE OF ROBERT L. STARR<br/>23901 Calabasas Rd., Ste. 2072<br/>Calabasas, CA 91302</p> <p>Jordan L. Lurie<br/>Ari Y. Bassar<br/>POMERANTZ LLP<br/>1100 Glendon Ave., 15<sup>th</sup> floor<br/>Los Angeles, CA 90024</p> | <p>Stephen A. D'Aunoy<br/>KLEIN THOMAS LEE &amp; FRESARD<br/>100 N. Broadway, Suite 1600<br/>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.*, *Thompson, et al. v. FCA US LLC*, Case No. 2:21-cv-09815 (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?

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, 6<sup>th</sup> floor, Courtroom 6D, 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** 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 doesn't approve the Settlement, there won't 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, \$980,000 for fees, costs, and expenses incurred. Settlement Class Counsel will also request that the Class Representatives be given service awards for their time and effort expended on the Settlement Class's behalf of up to, but not more than, \$7,500 each.

## 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](http://www.website.com). You may also contact the Settlement Administrator by phone at (xxx) xxx-xxxx or by mail at *Thompson, et al. 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.**