

Exhibit D

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

NOTICE OF PROPOSED SETTLEMENT

IF YOU PURCHASED OR LEASED IN CALIFORNIA, FROM AN AUTHORIZED DEALERSHIP, A NEW 2013-2015 DODGE DART VEHICLE EQUIPPED WITH A FIAT C635 MANUAL TRANSMISSION BUILT ON OR BEFORE NOVEMBER 12, 2014, PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, YOU MAY QUALIFY FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.

You should read this Notice carefully because it affects your legal rights.

A federal court has ordered this Notice. It is not from a lawyer, and you are not being sued.

- This Settlement resolves a lawsuit about the hydraulic clutch system in 2013-2015 Dodge Dart vehicles equipped with a Fiat C635 manual transmission built on or before November 12, 2014, that were sold or leased new in California (“Class Vehicles”).
- The Settlement will provide (1) an extension of the original warranty applicable to the Class Vehicles to cover the cost of all parts and labor needed to repair a failed clutch slave cylinder; and (2) reimbursement for Class Members who previously paid out-of-pocket to have a failed clutch slave cylinder replaced and who have not otherwise already received full reimbursement.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

Your Rights and Choices

You may	Summary	Read more	Deadline
Do nothing	If you have not filed a lawsuit against FCA US based on problems with the clutch in the Class Vehicles, you are included in the Settlement Class and, if the Settlement is approved, you will automatically receive a 12-month extension of the warranty on the clutch slave cylinder of your Class Vehicle.	Page 8	
Submit a Claim	If you have not filed a lawsuit against FCA US based on problems with the clutch in the Class Vehicles, you do not have to do anything to be included in the Settlement Class. But to be eligible for reimbursement of <i>qualifying</i> clutch slave cylinder repairs or replacements, you must submit a Claim Form by the deadline.	Page 4	Submit your Claim Form by: [REDACTED].*
Opt out of the Settlement	Ask to get out of the Settlement. You get no Settlement benefits, but keep your right to file your own lawsuit against FCA US.	Pages 4-5	Mail your Request for Exclusion Postmarked by: [REDACTED].
Object	Remain a Class Member and tell the Court what you do not like about the Settlement. You will still be bound by the Settlement if the Court approves it. Any Class Member who intends to object to the Settlement (an “Objection”) must file a written Objection with the Court and mail a copy to the Notice Administrator. If you want your own attorney to represent you, you must pay for him or her yourself. Your attorney must file a Notice of Appearance.	Pages 5-6	Objections and/or Notice of Appearance Filed With the Court by: [REDACTED], and copies mailed to the Notice Administrator by [REDACTED].

*Claim Forms must be submitted to FCA US LLC at www.fcarecallreimbursement.com within 180 days of the Effective Date of Settlement for repairs or replacements that occurred prior to the Effective Date.

If you have filed a lawsuit against FCA US based on problems with the clutch in your Class Vehicle, and you want to be part of the Settlement, you must dismiss your lawsuit before final judgment and submit the appropriate opt-in form to the Class Administrator no later than [REDACTED]. The form is available on the Settlement Website, www.cptgroupcaseinfo.com/fcauslawsuit/, or by calling the Notice Administrator at 1-888-680-0562. Please consult your attorney before you take action. By electing to become part of the Settlement, you will be giving up your individual right to sue FCA US for any problems relating to the clutch in your Class Vehicle. If final judgment has already been entered in your lawsuit, you are excluded from the Class and cannot be part of the Settlement.

No Settlement benefits will be distributed unless the Court approves the Settlement and it becomes final.

Table of Contents

Basic Information	Page 3
1. What is this lawsuit about?	
2. Why is the lawsuit a class action?	
3. Why is there a Settlement?	
4. What is the Effective Date of this Settlement?	
Who is in the Settlement	Page 3
5. How do I know if I am part of the Settlement?	
The Settlement Benefits – What You Will Get	Page 4
6. What are the possible benefits of this Settlement?	
7. What if I have not repaired my car, but it was previously diagnosed and recommended a replacement of or repair to the clutch slave cylinder?	
8. Am I giving anything up in return for my benefit?	
How to Get a Benefit	Page 4
9. What do I need to do to get the benefits of this Settlement?	
Your Rights – Getting Out of the Settlement	Page 4
10. Can I get out of the Settlement?	
11. How can I exclude myself from the Settlement?	
Your Rights – Objecting to the Settlement	Page 5
12. Can I tell the Court I do not like the Settlement?	
13. How can I object to the Settlement?	
14. What is the difference between excluding and objecting? Can I do both?	
Your Rights – Appearing at the Hearing	Page 7
15. Can I appear at the Fairness Hearing?	
The Lawyers Representing You	Page 7
16. Do I need to hire my own attorney?	
17. How much is Class Counsel being paid?	
Final Approval of the Settlement	Page 7
18. When will the Settlement become final?	
19. What happens if the Settlement is not approved?	
If You Do Nothing	Page 8
20. What if I do not do anything?	
More Information	Page 8
21. Where can I get more information?	

Basic Information

1. *What is this lawsuit about?*

In this lawsuit called *Victorino v. FCA US LLC*, Case No. 3:16-cv-01617-GPC-JLB, pending in the United States District Court for the Southern District of California, individuals on behalf of themselves and all current and former owners and lessees of 2013-2015 Dodge Dart vehicles equipped with a Fiat C635 manual transmission built on or before November 12, 2014, that were sold or leased new in California (“Class Vehicles”), allege that the Class Vehicles have a defective clutch system that causes the vehicle’s clutch to fail and stick to the floor, preventing drivers from shifting gears and controlling the vehicle’s speed. Plaintiffs brought claims against Defendant FCA US LLC (“FCA US”) for breach of implied warranty, unjust enrichment, and violation of various State consumer protection statutes. They also sought various injunctive remedies and damages. The people who sued are called the Plaintiffs. The company they sued, FCA US, is called the Defendant. One Plaintiff remains in this action, Carlos Victorino.

FCA US denies Plaintiff’s claims related to the clutch system in his vehicle, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiff or the Settlement Class, denies that it acted improperly or wrongfully in any way, and believes that this litigation is without merit.

2. *Why is the lawsuit a class action?*

In a “class action lawsuit,” one or more people called “Class Representatives” sue on behalf of people who allegedly have similar claims. The people together are a “Class” or “Class Members.” The Court has allowed the lawsuit to be a class action on behalf of persons in California who purchased or leased a Class Vehicle because it meets the requirements of Rule 23 of the Federal Rule of Civil Procedure, which governs class actions in federal courts. Plaintiff Carlos Victorino is the Class Representative. The Court also preliminarily has decided that this class action is proper for settlement purposes. However, final certification of the Settlement Class will depend on the Court granting final approval of the Settlement. This means that, if the Settlement does not receive final approval by the Court, then Class Members will not get benefits under this Settlement.

3. *Why is there a Settlement?*

Plaintiff believes that his case has merit, yet he has agreed to this Settlement because, if it is approved, it provides benefits to the Class while avoiding risks associated with further litigation and trial.

FCA US believes the lawsuit has no merit, but nevertheless is willing to enter into this Settlement as a further commitment to its customers, to provide extra peace of mind to its customers, and to end further litigation, which could be protracted, burdensome and expensive.

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered as, evidence of FCA US’s admission or concession of any fault, wrongdoing, or liability whatsoever, nor a concession by Plaintiff that his suit was meritless.

4. *What is the Effective Date of this Settlement?*

The Effective Date of this Settlement is the date when the Settlement becomes final, which is thirty-one (31) days after the date when the Judgment in this Lawsuit is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for a writ of certiorari or any other form of review, have been fully disposed of in a manner that affirms the Final Approval Order. An appeal that challenges only attorneys’ fees, costs, or service awards shall extend the Effective Date only with respect to such attorneys’ fees, costs, or service awards.

For more information regarding final approval of the Settlement, see Questions 19 and 20.

Who is in the Settlement

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

You are a Class Member and part of the Settlement if you purchased or leased in California, from an authorized dealership, a new 2013-2015 Dodge Dart vehicle equipped with a Fiat C635 manual transmission built on or before November 12, 2014, primarily for personal, family, or household purposes. Excluded from the Settlement Class are: (1) all owners or lessees of Class Vehicles who have filed and served litigation against FCA US asserting problems with the clutch in Class Vehicles that was pending as of the Notice Date and who do not dismiss their actions before final judgment and affirmatively elect to opt-in to the Settlement (however, owners or lessees of Class Vehicles who dismiss such litigation and affirmatively opt-in to the Settlement shall be members of the Class for all purposes); (2) FCA US’s officers, directors, employees, affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors, and employees; and FCA US Dealers and FCA US Dealers’ officers and directors; (3) judicial officers assigned to the Action and their immediate family members, and any judicial officers who may hear an appeal on this matter; (4) all entities and natural persons who have previously executed and delivered to FCA US releases of their claims based on clutch failure in the Class Vehicles; (5) all parties to litigation against FCA US alleging clutch failure in Class Vehicles in which final judgment has been entered; and (6) all those otherwise in the Class who timely and properly exclude themselves from the Class as provided in the Settlement

The Settlement Benefits – What You Will Get

6. *What are the possible benefits of this Settlement?*

If you are a Class Member, you will receive one or more of the following benefits if the Settlement is approved:

- (1) **Extended Warranty.** FCA US has agreed to a 12-month extended warranty, to begin the first day after the Effective Date, to cover the cost of all parts and labor needed to repair a failed slave cylinder component.
- (2) **Reimbursement for Replacement of or Repair to Clutch Slave Cylinder.** Any Class Member who previously paid out-of-pocket to have a failed slave cylinder replaced, and who has not otherwise already received full reimbursement, is entitled to submit a claim for reimbursement. Class Members must submit Proof of Ownership and Claim Forms for those repair costs within 180 days of the Effective Date of Settlement for repairs or replacements that occurred prior to the Effective Date.

7. *What if I have not repaired my car, but it was previously diagnosed and recommended for a replacement of or repair to the clutch slave cylinder?*

If your Class Vehicle was previously diagnosed and recommended for a replacement or repair of your clutch slave cylinder but you did not have the work performed, you will need to schedule a service visit with an FCA US authorized dealership within the Extended Warranty period. Repairs made after the expiration of the Extended Warranty are not eligible for reimbursement.

8. *Am I giving anything up in return for my benefit?*

Unless you get out of the Settlement (which is called “excluding yourself” or “opting out”), you are part of the Settlement Class. By staying part of the Settlement Class, Court orders will apply to you, and you will give FCA US, FCA US Dealers, and FCA US-related companies a “release.” This release means you cannot sue or be part of any other lawsuit against the Defendant and its related companies based upon, or in any way related to, alleged defects in the Class Vehicles that may cause the clutch to fail. The specific claims and parties you will be releasing are described in full detail in Section I, Paragraphs T and U of the Settlement Agreement, available at www.cptgroupcaseinfo.com/fcauslawsuit.

How to Get a Benefit

9. *What do I need to do to get the benefits of this Settlement?*

To remain a Class Member and obtain the Extended Warranty, you do not have to do anything.

Class Members who believe they are eligible to receive reimbursement for clutch repair or replacement (described in Question 6) must submit a Claim to FCA US LLC at www.fcacarecallreimbursment.com.

Your Rights – Getting Out of the Settlement

10. *Can I get out of the Settlement?*

You can get out of the Settlement and the Class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the Settlement, you will not be entitled to receive the Settlement benefits. However, you will not be bound by any judgment or settlement of this class action lawsuit and will keep your right to sue FCA US independently over any claims you may have.

11. *How can I exclude myself from the Settlement?*

To exclude yourself from the Settlement, you must mail the Notice Administrator a Request for Exclusion that contains the following information:

- (1) Your full name, current address, and telephone number;
- (2) Your vehicle’s model year,
- (3) Your Vehicle Identification Number (VIN);
- (4) A clear statement of your intent to exclude yourself from the Settlement in *Victorino v. FCA US LLC* (for example, “Please exclude me from the Settlement in *Victorino v. FCA US LLC*”); and
- (5) Your signature. If the Class Member is represented by counsel, the Request for Exclusion additionally must be signed by such counsel.

You must send your Request for Exclusion postmarked no later than , to the address below:

Victorino v. FCA US LLC

Settlement Administrator

c/o [REDACTED]

If you do not follow these procedures by the deadline to exclude yourself from the Settlement, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

Your Rights – Objecting to the Settlement

12. *Can I tell the Court I do not like the Settlement?*

If you do not exclude yourself from the Settlement Class, you can tell the Court that you do not like the Settlement or some part of it by filing an objection to the Settlement. If you object to the Settlement, you remain a Class Member and cannot exclude yourself.

13. *How can I object to the Settlement?*

In order to object, you must file the objection and any supporting papers with the Court and mail a copy to the Notice Administrator. Your objection must contain the following:

- (1) Your full name, current address, and telephone number;
- (2) The specific model year(s), and proof that you have owned or leased a 2013-2015 Dodge Dart vehicle equipped with a Fiat C635 manual transmission built on or before November 12, 2014, that was sold or leased in California (for example, a true copy of a vehicle title, registration, or license receipt);
- (3) The Vehicle Identification Number (VIN) of your vehicle(s);
- (4) A written statement of all grounds for the objection accompanied by any legal support for such objection;
- (5) Copies of any papers, briefs, or other documents upon which the objection is based;
- (6) A list of all cases in which the objector and/or his or her counsel has filed or in any way participated in—financially or otherwise—objections to a class action settlement in the preceding five years;
- (7) The name, address, email address, and telephone number of all attorneys representing the objector; and
- (8) A statement indicating whether the objector and/or his or her counsel intends to appear at the Fairness Hearing, and if so, a list of all persons, if any, who will be called to testify in support of the objection; and
- (9) Your signature. If you are represented by counsel, the objection additionally must be signed by such counsel.

You must file your objection with the Court and mail a copy to the Notice Administrator via first-class United States Mail postmarked no later than [REDACTED].

Your objection must be sent to the Court at the following address:

United States District Court for the Southern District of California
Victorino v. FCA US LLC,
Case No. 3:16-cv-01617-GPC-JLB
221 West Broadway, Courtroom 2D
San Diego, CA 92101

A copy of your objection must be sent to the Notice Administrator at the following address:

Victorino v. FCA US LLC
Settlement Administrator
c/o [REDACTED]

If you timely file an objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing in order for the Court to consider your objection. If you do not comply with these procedures and deadline for objection, you will lose your opportunity to have your objection considered at the Fairness Hearing or otherwise contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

14. *What is the difference between excluding and objecting? Can I do both?*

Excluding yourself means getting out of the Settlement altogether—you would not be entitled to receive any benefits pursuant to the Settlement, but you will not be bound by the terms of the Settlement. Objecting means remaining in the Settlement, but complaining about some part of it that you do not like. You cannot do both.

Your Rights – Appearing at the Hearing

15. *Can I appear at the Fairness Hearing?*

As long as you do not exclude yourself, you can (***but do not have to***) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear as set forth above in Question 14. You must state in that paper, “I intend to appear at the hearing.” The notice of intent to appear must be filed and served no later than [REDACTED].

The Lawyers Representing You

16. *Do I need to hire my own attorney?*

You do not need to hire an attorney but can if you want to. You, and the entire Class, are already represented by the law firms listed below, which are known as Class Counsel. You do not have to pay for Class Counsel’s services. You may contact Class Counsel if you have any questions about this Notice or Settlement, ***but please do not contact the Court.***

Class Counsel:

Tarek H. Zohdy
Cody R. Padgett
Laura E. Goolsby
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

Paul R. Kiesel
Jeffrey A. Koncius
Kevin D. Zipser
KIESEL LAW LLP
8648 Wilshire Blvd.
Beverly Hills, CA 90211

If you decide to hire your own attorney, you will have to pay for his or her services. Your attorney must file an appearance with the Court no later than [REDACTED] and serve a copy on the Notice Administrator at the addresses provided above in Question 17, postmarked no later than [REDACTED].

17. *How much is Class Counsel being paid?*

Class Counsel will apply to the Court for reasonable attorneys’ fees and expenses in a total amount up to \$1,690,000. Any award of attorneys’ fees and costs will be paid by FCA US separately from and in addition to any relief provided to the Settlement Class. Additionally, Class Counsel will apply to the Court for payment of \$20,000 to the Class Representative Carlos Victorino for his service to the Class. Any award of payment to the Class Representative will be paid separately from and in addition to any benefits provided to the Settlement Class.

Final Approval of the Settlement

18. *When will the Settlement become final?*

The Court has preliminarily approved the Settlement provided for in the Settlement Agreement. The Settlement will not take effect unless and until: (1) the Court approves the Settlement after the Fairness Hearing and (a) a Final Order and Judgment has been entered by the Court and the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (b) all such appeals have been dismissed; or (2) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (a) is no longer subject to any further appellate challenge, or (b) has been affirmed by the United States Supreme Court.

The Court has scheduled a Fairness Hearing, to be held on [REDACTED] at [REDACTED] Pacific Time, to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Class Counsel’s application for an award of attorneys’ fees and reimbursement of expenses. The Court is located at the United States District Court for the Central District of California, 221 West Broadway,

Courtroom 2D, San Diego, CA 92101. The Fairness Hearing may be rescheduled to a later date without further notice. You can check the settlement website, www.██████████.com or the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov> to confirm that the date has not been changed. You may, but do not have to, attend the Fairness Hearing. If the Court grants final approval to the Settlement and the time to appeal has expired, the Settlement will become final and benefits will be paid or made available to the Class.

19. What happens if the Settlement is not approved?

If the Court does not approve the Settlement, Class Members will not be entitled to receive the Settlement benefits described in this Notice. It will be as if no Settlement had been reached and no class had been established.

If You Do Nothing

20. What if I do not do anything?

If you do nothing, you will remain a Class Member. You will receive the Extended Warranty benefit of the Settlement automatically, but any Reimbursement benefits for which you may qualify can be obtained only by timely submitting a Claim Form by the deadline provided above in Question 10. In return for these benefits, you will be bound by the terms of the Settlement, which means you will release and cannot bring a lawsuit against Defendant for the claims at issue in this lawsuit. The scope of this release is set forth in the Settlement Agreement. See response to Question 8.

More Information

21. Where can I get more information?

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should review additional information available on the Notice Administrator's dedicated website for this case at www.██████████.com or you may call the Notice Administrator at ██████████, or you may communicate directly with Class Counsel by contacting the attorneys listed in Question 17.

This Notice, which has been approved by the Court, is only a summary of the Settlement. If you wish to obtain more detailed information, you may review the Settlement Agreement, which contains the complete terms of the Settlement. The Settlement Agreement, along with the pleadings, records, and other papers regarding the lawsuit, are available on the Notice Administrator's dedicated website for this case (www.██████████.com). You may also access the Court docket in this case through the Court's PACER system at <https://ecf.casd.uscourts.gov> or in person by visiting the office of the Clerk of Court at any time during regular business hours.

The Clerk of the Court is located at:

United States District Court
Central District of California
221 West Broadway, Courtroom 2D
San Diego, CA 92101

Please do not contact the Court.

Date of Notice: ██████████