

Exhibit E

SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and among Plaintiff Carlos Victorino (hereinafter the “Named Plaintiff,” or “Class Representative” or “Plaintiff”) and Defendant FCA US LLC (hereinafter “Defendant” or “FCA US”), subject to the approval of the Court, by and through their respective counsel.

RECITALS

WHEREAS, on June 24, 2016, Plaintiffs Carlos Victorino and Adam Tavitian filed an action entitled *Victorino, et al. v. FCA US LLC* in the United States District Court for the Southern District of California, with case number 3:16-cv-01617 (“*Victorino*”);

WHEREAS, on June 19, 2017, Plaintiffs Carlos Victorino and Adam Tavitian filed a First Amended Complaint (“FAC”) in the United States District Court for the Southern District of California, asserting certain causes of action premised on allegations that defects in the hydraulic clutch system in model-year 2013-2015 Dodge Dart vehicles equipped with Fiat C635 manual transmissions built on or before November 12, 2014 caused the clutch to fail and stick to the floor, preventing drivers from shifting gears and controlling the vehicle’s speed;

WHEREAS, on June 22, 2018, the Court granted the Parties’ joint motion to dismiss Plaintiff Adam Tavitian;

WHEREAS, on October 17, 2019, the Court certified the following class: all persons who purchased or leased in California, from an Authorized Dealership, a new Class Vehicle primarily for personal, family, or household purposes;

WHEREAS, the Settling Parties engaged in significant discovery, including the production and review of voluminous documents and related databases produced by FCA US; numerous written discovery requests; the depositions of five (5) FCA US personnel; the depositions of Plaintiffs; and the deposition of Plaintiffs' expert witnesses;

WHEREAS, Class Counsel conducted a thorough investigation and evaluation of the facts and law relating to the claims asserted to determine how best to serve the interests of the Named Plaintiffs and the Class;

WHEREAS, counsel for the Settling Parties conducted extensive arm's-length negotiations, including three (3) mediation sessions wherein Magistrate Judge Jill L. Burkhardt participated as mediator regarding the substance and procedure of a possible class settlement prior to entering into this Settlement Agreement;

WHEREAS, Plaintiff, as well as Class Counsel, believe the Released Claims have merit. The Plaintiff and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Released Claims against FCA US through trial and appeals, and the importance of providing timely relief to Class Members whose vehicles are aging. The Plaintiff and Class Counsel also have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Plaintiff and Class Counsel are mindful of the burdens of proof under, and defenses to, the Released Claims. The Plaintiff and Class Counsel believe that the proposed Settlement confers substantial benefits upon the Class. Based on their evaluation of all of these factors, the Plaintiff and Class Counsel have determined that the Settlement

is in the best interests of the Class and represents a fair, reasonable, and adequate resolution of the Litigation; and

WHEREAS, FCA US denies any liability to the Plaintiff and the Class. FCA US has taken thorough discovery concerning the claims asserted by the Plaintiff and believes it has meritorious defenses to all of the claims raised in this Litigation. Nevertheless, FCA US recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Litigation through trial and appeals. In agreeing to enter into this Settlement, FCA US also has taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties that, subject to approval of the Court, the Litigation and Released Claims shall be fully and finally compromised, settled, and released, and that the Litigation will be dismissed with prejudice subject to and upon the terms and conditions described below.

I. DEFINITIONS

In addition to words and terms defined elsewhere in this Settlement Agreement, the following words and terms shall have the definitions stated in this Article:

A. “Action” or “Litigation” – “Action” or “Litigation” refers to the lawsuit captioned *Victorino, et al. v. FCA US LLC*, Case No. 3:16-cv-01617 (S.D. Cal.).

B. “Approval Date” – “Approval Date” means the date on which the Court issues the Final Approval Order described in Section III.F, below.

C. “Claimant” – “Claimant” means a Class Member who has completed and submitted a Claim Form.

D. “Notice Administrator” – “Notice Administrator” shall mean Kroll Administration, except that after the Effective Date FCA US may retain a different Notice Administrator with the agreement of Class Counsel or, absent agreement, with approval of the Court on a showing of good cause.

E. “Class Counsel” – “Class Counsel” means Capstone Law APC (“Capstone”) and Kiesel Law LLP (“Kiesel”).

F. “Class Notice,” “Short Form Class Notice,” “Long Form Class Notice” – a “Short Form Class Notice” means the notice of Settlement that will be mailed to the “Settlement Class Members,” as defined herein, in substantially the same form as Exhibit A. “Long Form Class Notice” means the notice of Settlement that will be posted on the Settlement Website in substantially the same form as Exhibit B. “Class Notice” means the Short Form Class Notice and the Long Form Class Notice, separately or collectively.

G. “Class,” “Class Members,” or “Settlement Class Members” – “Class,” “Class Members,” or “Settlement Class Members” means, for the purposes of the Settlement only, all persons who, prior to the Preliminary Approval Date, 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.

The class definition also expressly excludes (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-out of 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.

H. "Court" – "Court" means the United States District Court for the Southern District of California.

I. "Class Vehicles" – "Class Vehicles" or a "Class Vehicle" means all 2013-2015 Dodge Dart vehicles equipped with a Fiat C635 manual transmission built on or before November 12, 2014 and sold or leased new in California.

J. "Defendant" or "FCA US" – "Defendant" or "FCA US" means FCA US LLC.

K. "Effective Date of Settlement" or "Effective Date" – "Effective Date of Settlement" or "Effective Date" means the first business day after: (1) the Court enters the Judgment; and (2) all appellate rights with respect to the Judgment have expired or have been exhausted in such a manner as to affirm the Judgment. If any appeal has been taken

from the Final Approval Order within thirty calendar days of entry, the “Effective Date” means 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.

L. “Fairness Hearing” – The “Fairness Hearing” means the final hearing, held after the Preliminary Approval Order is issued, in which the Court will determine whether this Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether the proposed Final Approval Order and separate Judgment thereon should be entered, and if so, to determine the amount of attorneys’ fees and costs to be awarded to Class Counsel.

M. “Authorized Dealer” – “Authorized Dealer” means any dealer authorized by FCA US to sell, lease, and/or service FCA US vehicles located in the United States (including territories of the United States).

N. “Named Plaintiff” – “Named Plaintiff” means the individual who is the remaining plaintiff in the Action, Carlos Victorino.

O. “Notice Date” – “Notice Date” means seven calendar days after the date on which the initial mailing of the Short Form Class Notice to all Class Members is complete.

P. “Operative Complaint” – “Operative Complaint” means the First Amended Complaint filed on June 17, 2017, in the Action.

Q. “Preliminary Approval Date” – “Preliminary Approval Date” means the date on which the Court issues the Preliminary Approval Order described in Section III.A below.

R. “Released Claims” – “Released Claims” means any and all claims, demands, actions, causes of action, and suits based in whole or in part on alleged defects in the Class Vehicles that may cause the vehicle’s clutch to fail, including but not limited to breach of express and/or implied warranty, consumer protection, unjust enrichment, claims for violations of the Consumer Legal Remedies Act, Cal. Civ. Code section 1750 *et seq.*, and lemon law claims, excluding personal injury and wrongful death claims, and excluding claims for damage to property other than Class Vehicles. “Released Claims” also includes all other claims, demands, actions, and causes of action of any nature whatsoever, including, but not limited to, any claim for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, warranty and equitable claims), and also including Unknown Claims (as defined below) that could be asserted by the Class Members against the Released Parties in the Litigation, or in any other complaint, action, or litigation in any other court or forum, based upon alleged defects in the Class Vehicles that may cause the clutch to fail, excluding personal injury and wrongful death claims and claims for damage to property other than Class Vehicles.

S. Released Parties – “Released Parties” means FCA US, Authorized Dealers, and their past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, underwriters, insurers, coinsurers, re-

insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders.

T. “Settlement” or “Class Action Settlement” or “Settlement Agreement”
– “Settlement,” “Settlement Agreement” or “Class Action Settlement” means the settlement contemplated by this Class Action Settlement Agreement and Release.

U. “Settlement Website” – “Settlement Website” means the public website that will provide information and key filings regarding the Settlement.

V. “Settling Parties” – “Settling Parties” means Named Plaintiff and FCA US.

W. “Unknown Claims” – “Unknown Claims” means any and all Released Claims that any Class Member does not know to exist against any of the Released Parties and that, if known, might have affected his or her decision to enter into or to be bound by the terms of this Settlement. The Plaintiff and Class Members acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, that may exist now, which may have already existed, or which may hereafter exist, based upon the alleged defect in the Class Vehicles as described in the Operative Complaint, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties.

The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law by the Plaintiff and the Class Members of any and all rights under

California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

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.

II. SETTLEMENT CONSIDERATION

In consideration for the Release provided for by the Settlement and for dismissal of the Litigation with prejudice, under the terms of this Settlement Agreement, FCA US agrees to provide consideration to the Class Members as follows:

A. Notice of Class Settlement

FCA US agrees to pay all expenses in connection with a notice program on the terms provided in Section III.

B. Warranty Coverage Extension

Beginning no later than the first day after the Effective Date, FCA US will extend its warranty, originally applicable to the Class Vehicles, to cover the cost of all parts and labor needed to repair a failed slave cylinder component only, for a period of 12 months from the Effective Date. Except for the durational limits, the terms, conditions, and exclusions of the Warranty Information booklet that accompanied the Class Vehicles shall apply (the “Class Vehicle Warranty Coverage”).

C. Reimbursement For Prior Repairs

In connection with the Warranty Coverage Extension, 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 to www.fcarecallreimbursement.com. Claims for reimbursement, along with supporting documentation, must be submitted within 180 days of the Effective Date of Settlement for repairs or replacements that occurred prior to the Effective Date. FCA US will reimburse class members upon proof that the Class Member owned the Class Vehicle at the time of a slave cylinder replacement and paid out-of-pocket for the replacement.

FCA US will notify Class Counsel of any denied claims and the reasons for such denial. If Class Counsel suspects a claim was improperly rejected, or suspects a claim requires further investigation before rejection, FCA US agrees to meet and confer with Class Counsel to resolve the issue upon notification by Class Counsel.

D. Administration of the Settlement

FCA US will retain the Notice Administrator to provide notice to the class. Promptly after the Preliminary Approval Date and prior to mailing the Short Form Class Notice, the Notice Administrator will establish a Settlement Website to provide information to Class Members concerning the settlement, including, but not limited to, relevant Settlement deadlines and dates, the Long Form Class Notice, the status of the Settlement approval process, and applicable Settlement deadlines. The Notice Administrator shall also establish a toll-free telephone number that Class Members may call for information.

E. Attorneys' Fees and Expenses

FCA US will pay Class Counsel reasonable attorneys' fees, costs and expenses as approved by the Court, separate and apart from the consideration flowing to the Class, not to exceed a total of \$1,690,000. Class Counsel will apply to the Court for an award of attorneys' fees and expenses to be paid by FCA US of no more than this amount, covering all legal services provided by Capstone Law APC and Keisel Law LLP in the past and future to Plaintiff and the Class Members in connection with the Litigation, the Settlement of the Litigation, any appeal in connection with the Settlement, and implementation of the Settlement Agreement (the "Fee and Expenses Application"). FCA US will not oppose Class Counsel's application for attorneys' fees and expenses, provided that the application seeks no more than \$1,690,000 in attorneys' fees and expenses combined. The Court will determine what amount of fees and expenses shall be awarded and issue an Order stating the amount of fees and expenses to be awarded.

Any appeal of only the award of attorneys' fees and costs will not affect the Parties' and Notice Administrator's obligations under the Final Approval Order. This means that an appeal of only the attorneys' fees and costs will not extend the Effective Date or otherwise delay implementation of any Settlement benefits.

FCA US shall pay the amount of attorneys' fees awarded by the Court within the later of 30 days following: (i) the Effective Date or (ii) the first date after the Court enters an order awarding fees, expenses, and service payments, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order. Within 3 days following (i) the Effective Date or (ii) the first date after the Court

enters an order awarding fees, expenses, and service payments, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order, Class Counsel shall provide FCA US a W-9 for each payee.

Any order or proceedings relating to the Fee and Expenses Application, or any appeal solely from an order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment Approving this Settlement Agreement.

F. Service Award for Named Plaintiff

As part of his motion seeking final approval of the Settlement at the Fairness Hearing, Plaintiff intends to seek a service award in the amount of \$20,000, subject to Court approval. FCA US shall pay the amount awarded by the Court (up to \$10,000), and the amount shall be paid at the same time the attorneys' fees awarded are paid as set forth in Sub-section E above.

III. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

In a reasonable time after the execution of this Settlement Agreement, counsel for Plaintiff shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit C, which shall include, among other things, the following:

1. Preliminary certification under Federal Rule of Civil Procedure 23, for settlement purposes, of the Class;
2. Preliminary approval of the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;

3. Approval of the Short Form Class Notice and Long Form Class Notice, containing the language set forth in Exhibits A and B respectively, or materially the same language;
4. A direction to FCA US to distribute, at its expense, the Short Form Class Notice in the form approved by the Court to Class Members; a direction to the Notice Administrator to establish the Settlement Website as contemplated by this Settlement Agreement; a direction that each potential Class Member who wishes to be excluded from the Class must respond to the Class Notice in accordance with the instructions set forth in the Class Notice; a direction to each owner or lessee of a Class Vehicle with a pending lawsuit against FCA US alleging problems with the clutch in a Class Vehicle in which final judgment has not yet been entered of the right to opt-in to the Settlement, and a direction that their opt-in forms must be received by the date set forth in the Preliminary Approval Order;
5. A finding that the Short Form Class Notice and the Long Form Class Notice, together constitute the best notice practicable under the circumstances, including individual notice to all Class Members who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to Class Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;

6. A direction that, pending final determination of the joint application for approval of this Settlement Agreement, all proceedings in this Litigation other than settlement approval proceedings shall be stayed;
7. A direction that any Class Member who has not properly and timely requested exclusion from the Class will be bound by the Final Approval Order and Judgment thereon;
8. The scheduling of a final hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether the proposed Final Approval Order and Judgment thereon should be entered (the “Fairness Hearing”);
9. A direction that the Notice Administrator shall tabulate communications from prospective Class Members asking to be excluded from the Class and shall report the names and addresses of such entities and natural persons to the Court and to the Parties no less than seven (7) days before the Fairness Hearing;
10. A direction that Class Counsel shall file a Fee and Expense Application and Plaintiffs’ Service Award application approximately fourteen (14) days prior to the date set forth in the Preliminary Approval Order as the deadline for the objections; and that Class Counsel shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven days prior to the Fairness Hearing;
11. A direction that any Class Member who wishes to object to the proposed Settlement Agreement, the proposed Final Approval Order and

Judgment thereon, and the Fee and Expense Application, and/or Plaintiffs' Service Award must file and serve such objections no later than the date set forth in the Preliminary Approval Order, together with copies of all papers in support of their position as provided in Section III.D.1 of the Settlement Agreement. The Long Form Class Notice shall state that the Court will not consider the objections of any Class Member who has not properly served copies of their objections on a timely basis or complied with the requirements of Section III.D.1 of the Settlement Agreement.

12. A provision ordering that all Class Members and their representatives who do not timely exclude themselves from the Settlement are preliminarily enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing, individually, as class members or otherwise, any lawsuit (including putative class action), arbitration, remediation, administrative or regulatory proceeding or order in any jurisdiction, asserting any claims based on alleged defects causing stalling.

B. Notice to Attorneys General

In compliance with the attorney general notification provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten (10) days after the motion for Preliminary Approval Order is filed, FCA US shall provide notice of this proposed Settlement to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class Member resides. The notice will include: (1) a copy of the Operative

Complaint; (2) a copy of this Settlement Agreement and its exhibits; and (3) a reasonable estimate of the number of Class Members in each state/territory and their percentage representation in the Class. FCA US will provide copies of such notifications to Class Counsel at the time of their submission to the attorneys general.

C. Notice to Class Members

The Notice Administrator will mail, by first-class mail at FCA US's expense, the Short Form Class Notice containing the language in Exhibit A, and substantially the same form as in Exhibit A. As soon as is practicable after the preliminary approval of the Settlement, the Notice Administrator will obtain from FCA US the name and last known address of each potential member of the Class. Prior to mailing the Short Form Class Notice, the last known address of potential Class Members will be checked and updated going back four years through the use of the National Change of Address Database. Thereafter, the Notice Administrator shall send a copy of the Short Form Class Notice. The Notice Administrator shall use its best efforts to complete the initial mailing of the Short Form Class Notice to potential Class Members within 75 days after the Preliminary Approval Date.

If any Short Form Class Notice mailed to any potential Class Member is returned to the Notice Administrator as undeliverable, then the Notice Administrator shall perform a reasonable search (e.g., the National Change of Address Database) for a more current name and/or address for the potential Class Member and (provided that a more current name and/or address can be found through such a search) re-send the returned Short Form Class Notice to the potential Class Member by first-class mail. In the event that any Short Form Class Notice mailed to a potential Class Member is returned as undeliverable a

second time, then no further mailing shall be required. The Notice Administrator will promptly log each Short Form Class Notice that is returned as undeliverable and provide copies of the log to Class Counsel.

D. Response to Notice

1. Objection to Settlement

Any Class Member who intends to object to the fairness of the Settlement Agreement must, by the date specified in the preliminary Approval Order and recited in the Class Notice (which shall be no later than 60 days after the Notice Date) file any such objection with the Court and provide copies of the objections to the Notice Administrator at the address provided in the Short Form Class Notice. Upon receipt, the Notice Administrator shall promptly forward copies of all such objections to Class Counsel and counsel for FCA US. Any objection to the Settlement Agreement must be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the objection additionally must be signed by such counsel), and must include:

- a. The objector's full name, address, and telephone number;
- b. The model year, and vehicle identification number of the Class Member's Class Vehicle, along with proof that the objector has owned or leased a Class Vehicle (e.g., a true copy of a vehicle title, registration, or license receipt);
- c. A written statement of all grounds for the objections accompanied by any legal support for such objection;
- d. Copies of any papers, briefs, or other documents upon which the objection is based;

- e. A list of all cases in which the objector and/or his or her counsel has filed objections to or in any way participated in—financially or otherwise—a class action settlement in the preceding five years;
- f. The name, address, email address, and telephone number of all attorneys representing the objector; and
- g. 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 may be called to testify in support of the objection.

Any member of the Class who does not file a timely written objection to the Settlement and notice of his or her intent to appear at the Fairness Hearing or who fails to otherwise comply with the requirements of this section, shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

2. Requests for Exclusion and Opt-ins

Any Class Member who wishes to be excluded from the Class must submit a request for exclusion (“Request for Exclusion”) to the Notice Administrator at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice (which shall be no later than 60 days after the Notice Date). Class Members who wish to be excluded from the Class must do so with respect to all Class Vehicles they own(ed) or lease(d); Class Members may not exclude themselves from the Class with respect to some Class Vehicles and include themselves in the Class with respect to other Class Vehicles. To be effective, the Request for Exclusion must be sent via first-class U.S. Mail to the specified address and must:

- a. Include the Class Member's full name, address, and telephone number;
- b. Identify the model year, and vehicle identification number of the Class Member's Class Vehicle(s);
- c. Specifically and unambiguously state his/her/their/its desire to be excluded from the class in *Victorino v. FCA US LLC*; and
- d. Be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the Request for Exclusion additionally must be signed by such counsel).

Any Class Member who fails to submit a timely and complete Request for Exclusion to the proper address shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. Any purported Request for Exclusion sent to such address that is ambiguous or internally inconsistent with respect to the Class Member's desire to be excluded from the Class will be deemed invalid unless determined otherwise by the Court. The Notice Administrator will receive purported Requests for Exclusion and will follow guidelines developed jointly by Class Counsel and FCA US's counsel for determining whether they meet the requirements of a Request for Exclusion. Any communications from Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Class Member meant to exclude himself/herself/themselves/itself from the Class will be evaluated jointly by Class Counsel and FCA US's counsel, who will make a good faith evaluation, if possible. Any uncertainties about whether a Class Member is requesting exclusion from the Class will be resolved by the Court.

The Notice Administrator will maintain a list of all Requests for Exclusion and shall report the names and addresses of all such entities and natural persons requesting exclusion to the Court, FCA US's counsel, and Class Counsel seven (7) days prior to the Fairness Hearing, and the list of entities and natural persons deemed by the Court to have excluded themselves from the Class will be attached as an exhibit to the Final Order and Judgment.

The Notice Administrator will also maintain a list of all owners or lessees of Class Vehicles with lawsuits against FCA US alleging clutch problems in Class Vehicles pending on the Notice Date in which final judgment has not yet been entered who opt into the Settlement.

E. Fairness Hearing

On the date set forth in the Preliminary Approval Order, a Fairness Hearing will be held at which the Court will consider: (1) whether to finally certify the Settlement Class; (2) whether to approve the Settlement Agreement as fair, reasonable, and adequate; (3) whether to approve the application for a Service Award for the Named Plaintiffs; and (4) whether to approve Class Counsel's Fee and Expense Application.

F. Final Order and Judgment

If this Settlement Agreement is finally approved by the Court, a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) shall be entered substantially in the form of attached Exhibit E, as follows:

1. Certifying the Class for purposes of this Settlement Agreement
2. Approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Class;

3. Declaring the Settlement Agreement to be binding on FCA US and the Plaintiff, as well as all Members of the Class;
4. Dismissing the Action with prejudice;
5. Forever discharging the Released Parties from all Released Claims;
6. Indicating the amount of the Service Award for the Named Plaintiff;
7. Indicating the amount of attorneys' fees and expenses to be awarded to Class Counsel;
8. Providing that all Class Members who did not request exclusion from the Class shall be permanently enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action asserting the Released Claims in any court or before any tribunal; and
9. Providing that all Class Members who have not made their objections to the Settlement in the manner provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or otherwise.

G. Withdrawal from Settlement

Either party shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objections to the proposed Settlement are sustained and such objection results in changes to the agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);

2. Any attorney general is allowed to intervene in the action and such intervention results in changes to the agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);
3. The preliminary or final approval of the Settlement Agreement is modified, and the withdrawing party makes a good faith determination that the modification (including any increase in the attorney fees or service award agreed to herein) is material and that the withdrawing party does not agree to the modification (*e.g.*, because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement); and
4. Entry of the Final Approval Order and Judgment thereon described in this Settlement is reversed or substantially modified by an appellate court. However, a reversal or modification of an order awarding reasonable attorneys' fees and expenses shall not be a basis for withdrawal, provided that the amount of fees and expenses ultimately awarded does not exceed the amounts set forth in this Agreement.

FCA US shall, in addition, have the option to withdraw from this Settlement Agreement, and to render it null and void, if Class Members owning or leasing 25% or more of the Class Vehicles exclude themselves from the Settlement.

If any state or federal trial court sustains a collateral attack on this settlement, FCA US and Class Counsel shall cooperate in attempting to reverse that ruling on appeal.

If that ruling is affirmed on appeal by a state appellate court or by a federal Circuit Court of Appeal, either party, at its option, may withdraw from this Agreement.

To withdraw from the Settlement Agreement under this Section, the withdrawing party must provide written notice to the other party's lead counsel and to the Court. In the event either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

H. Released Claims

1. Class Members' Claims

Upon the Effective Date of the Settlement, and except for the rights and entitlements created by this Settlement, including those under Section II herein, the Plaintiff and each Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment thereon shall have, released, waived, and discharged the Released Parties from his, her, or its Released Claims as defined above. This release, and

the rights and entitlements created by this Settlement, including those under Section II herein, will run with the vehicle if the Class Member sells the Class Vehicle.

2. Total Satisfaction of Released Claims

Any benefits offered or obtained pursuant to the Settlement Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Parties, the Benefits are sufficient and adequate consideration for each and every term of this Release, and this Release shall be irrevocably binding upon the Class Representative and Class Members who do not opt out of the Class.

3. Release Not Conditioned on Claim or Payment

The Release shall be effective with respect to all Class Members, regardless of whether those Class Members ultimately file a Claim or receive reimbursement under this Settlement Agreement.

4. Basis for Entering Release

Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. The Class Representative acknowledges, agrees, and specifically represents and warrants that he has discussed with Class Counsel the terms of this Settlement Agreement and has received legal advice with respect to the advisability of entering into this Settlement Agreement, and the legal effect of this Settlement Agreement. The representations and warranties made throughout the Settlement Agreement shall

survive its execution and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.

I. Material Terms

Class Representatives and Class Counsel hereby agree and acknowledge that Section III.H was separately bargained for and constitutes a key, material term of the Settlement Agreement that shall be reflected in the Final Order.

J. Agreement to Cooperate to Effectuate Settlement

Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement. The persons signing this Settlement Agreement warrant that they are authorized to sign this Settlement Agreement.

The Parties and their respective counsel will cooperate with each other, act in good faith, and use their best efforts to implement the Settlement Agreement. If the Parties are unable to agree on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate its terms, the Parties may seek the assistance of the Court to resolve such disagreement.

The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of the Settlement Agreement and to minimize the costs and expenses incurred therein.

K. Modification of the Agreement

The terms and provisions of this Settlement Agreement may be amended, modified, or expanded only by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order, the Parties may by written agreement

effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not limit the rights of Class Members under this Settlement Agreement.

IV. MISCELLANEOUS PROVISIONS

A. Class Certification

The Parties agree that for the purposes of this Settlement, certification of the Class as defined in Section I.G. is appropriate pursuant to Fed. R. Civ. P. 23(e).

B. Effect of Exhibits

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

C. No Admission

This Settlement Agreement is for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of FCA US or any admission by FCA US of any claim or allegation made in any action or proceeding against FCA US. If this Settlement Agreement is terminated and becomes null and void, this Settlement shall have no further force and effect with respect to any party to the Litigation and shall not be offered in evidence or used in the Litigation or any other proceeding. This Settlement Agreement shall not be offered or be admissible in evidence against FCA US or cited or referred to in any action or proceeding,

except in an action or proceeding brought to enforce its terms. Information provided by FCA US to the Plaintiff and Class Counsel in connection with settlement negotiations is for settlement purposes only and shall not be used or disclosed for any other purposes whatsoever.

D. Return of Confidential Documents

Upon the Effective Date, all documents and information marked or designated as Confidential and all Protected Documents, as defined and subject to the Protective Order, signed by Magistrate Judge Jill L. Burkhardt on February 14, 2017, or any previous or subsequent protective order entered in this Litigation, shall be returned or disposed of within the time frame and according to the procedures set forth in the Protective Order.

E. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Settling Parties and supersedes all prior proposals, negotiations agreements, and understandings relating to the subject matter of this Settlement Agreement. The Settling 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 Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person against whom enforcement of the Settlement Agreement is sought.

F. Counterparts

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any party who has signed it, and all of which shall be deemed a single agreement.

G. Arm's-Length Negotiations

The Settling Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Settling Parties in entering into this Settlement Agreement. All Settling Parties have participated in the drafting of this agreement, and it is not to be construed in favor of or against any of the Settling Parties.

H. Continuing Jurisdiction

The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including all Class Members, for the purpose of the administration, interpretation, and enforcement of this Settlement Agreement.

I. Dispute Resolution

Any dispute between Class Counsel and FCA US regarding the interpretation of any provision of this agreement (other than those which the Settlement Agreement directs shall be resolved otherwise) shall be presented to Magistrate Judge Jill L. Burkhardt, in her capacity as mediator, before it is presented to the Court.

J. Binding Effect of Settlement Agreement

This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties and their representatives, heirs, successors, and assigns.

K. Nullification

In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision.

L. Extensions of Time

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

M. Service or Notice

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to FCA US or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Settling Parties in writing:

As to Plaintiff: Tarek H. Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

As to FCA US: Stephen A. D’Aunoy
Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101

N. Authority to Execute Settlement Agreement

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.



IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed, by their duly authorized attorneys, as of February __, 2023.


APPROVED AS TO FORM AND CONTENT:

ON BEHALF OF FCA US LLC

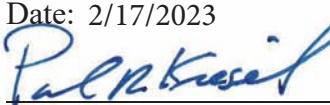
Stephen A. D'Aunoy
Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Date:

FCA US LLC
By: Susan Allen
Senior Staff Counsel
FCA US LLC
Date:


ON BEHALF OF THE PLAINTIFF



Tarek H. Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Date: 2/17/2023



Paul R. Kiesel
Kiesel Law LLP
8648 Wilshire Boulevard
Beverly Hills, CA 90211
Date: 2/17/2023

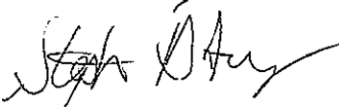
DocuSigned by:


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Date: 2/17/2023

IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed, by their duly authorized attorneys, as of February __, 2023.

APPROVED AS TO FORM AND CONTENT:

ON BEHALF OF FCA US LLC



Stephen A. D'Aunoy
Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Date: February 17, 2023

FCA US LLC
By: Susan Allen
Senior Staff Counsel
FCA US LLC
Date:

ON BEHALF OF THE PLAINTIFF

Tarek H. Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Date:

Paul R. Kiesel
Kiesel Law LLP
8648 Wilshire Boulevard
Beverly Hills, CA 90211
Date:

Carlos Victorino
Date: