

SETTLEMENT AGREEMENT

Subject to the Court's approval, this Class Action Settlement Agreement ("Settlement Agreement") is made and entered into between Plaintiffs Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O'Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc. ("Plaintiffs" or "Class Representatives") and Defendant FCA US LLC ("FCA US" or "Defendant").

I. RECITALS

WHEREAS, Plaintiffs filed this class action alleging that certain Dodge Ram vehicles were equipped with defective EGR coolers;

WHEREAS, this case is styled as *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich., filed August 27, 2020);

WHEREAS, on December 2, 2020, Plaintiffs filed an Amended Class Action Complaint and Demand for Jury Trial (ECF No. 19);

WHEREAS, on January 11, 2021, Plaintiffs filed a Consolidated Class Action Complaint and Demand for Jury Trial (ECF No. 22);

WHEREAS, following the filing of the Consolidated Class Action Complaint, counsel for the Parties engaged in briefing on FCA US's Motion to Dismiss (ECF No. 25);

WHEREAS, on August 13, 2021, the Court issued its Opinion and Order Granting in Part and Denying in Part FCA US's Motion to Dismiss (ECF No. 35);

WHEREAS, following the Court's ruling, the Parties engaged in extensive fact discovery;

WHEREAS, on April 17, 2023, the Court granted FCA US leave to file two summary judgment motions and stayed the remaining case deadlines pending the ruling on the first motion for summary judgment (ECF No. 67);

WHEREAS, on May 26, 2023, FCA US filed its Motion for Summary Judgment for Claims of Plaintiffs Who Experienced No Fire in Their Vehicles (ECF No. 71), Plaintiffs filed their opposition on July 17, 2023 (ECF No. 78), and FCA US filed its reply on August 21, 2023 (ECF No. 84);

WHEREAS, on December 13, 2023, the Court held an oral argument on FCA US's summary judgment motion;

WHEREAS, on March 4, 2024, the Court issued its Opinion and Order Granting in Part and Denying in Part FCA US's Motion for Summary Judgment (ECF No. 92);

WHEREAS, the Parties engaged in formal mediation discussions with the assistance of mediator Tom McNeill on July 18, 2024 and December 3, 2024, as well as numerous mediation discussions in early 2025;

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

WHEREAS, the Parties agree that neither this Settlement Agreement nor the underlying settlement will constitute or be construed as any admission of liability or wrongdoing on the part of FCA US, which FCA US expressly denies;

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

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

WHEREAS, on or about March 18, 2025, the Parties reached an agreement in principle on terms and conditions of settlement;

WHEREAS, the Parties, by and through their respective undersigned counsel, have agreed to this Settlement Agreement on the terms and conditions set forth below.

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

II. DEFINITIONS

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

2.1 “Action” means the lawsuit captioned under *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich.).

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

2.3 “Attorneys’ Fees and Expenses” means the amount awarded by the Court to Co-Lead Class Counsel to compensate them and any other attorneys for Plaintiffs or the Settlement Class, and is inclusive of all attorneys’ fees, costs, and expenses of any kind in connection with

the Action. Attorneys' Fees and Expenses are in addition to the benefits provided directly to the Settlement Class and do not reduce or otherwise affect the benefits made available to the Settlement Class. Attorneys' Fees and Expenses do not include the payment of Service Awards.

2.4 "Claim" shall mean a request for reimbursement under this Settlement.

2.5 "Claimant" is a Class Member who makes a Claim.

2.6 "Class" or "Settlement Class" means:

All individuals who purchased or leased in the United States a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

Each member of the Settlement Class shall be referred to as a "Class Member." 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 officer, director, or employee of FCA US; any successor or assign of FCA US; and any judge to whom this Action is assigned, his or her spouse; individuals and/or entities who validly and timely opt-out of the settlement; and current or former owners of Class Vehicles who previously released their claims in an individual settlement with FCA US relating to the Action.

2.7 "Class Representative" refers to Plaintiffs Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O'Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc., who will ask the Court to appoint them as representative of the Settlement Class.

2.8 "Class Vehicle" means a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

2.9 “Co-Lead Class Counsel” means The Miller Law Firm, P.C., Hagens Berman Sobol Shapiro LLP, and Robins Kaplan, L.L.P.

2.10 “Court” refers to the United States District Court for the Eastern District of Michigan.

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

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

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

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

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

2.16 “Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Short-Form Notice by first class mail, postage prepaid, to each Class Member after first running the addresses of the Class Members through the National Change of Address database. The Notice Date shall be no later than ninety days (90) after the Court enters the Preliminary Approval Order.

2.17 “Plaintiffs” refers to Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O’Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc.

2.18 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement and directing that the Notice be given to the Settlement Class, which Preliminary Approval Order shall be without material alteration from Exhibit C attached hereto.

2.19 “Released Claim(s)” means any and all claims, demands, debts, suits, liabilities, obligations, damages, actions, rights of action, and causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiffs and any and all other Class Members relating to a defective EGR cooler in a Class Vehicle, whether arising under statute (including a

state lemon law), rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights, or entitlements under any federal, state, local or other statute, law, rule and/or regulation, as well as any claims relating to California Business and Professions Code Sections 17200-17209, California Business and Professions Code Section 17500, or the California Consumer Legal Remedies Act (California Civil Code Section 1750-1784), or other consumer protection, consumer fraud, or unfair business practices or deceptive trade practices laws, premised on any legal or equitable theory. This term includes any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi contract, unjust enrichment, express warranty, implied warranty, secret warranty and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, seeking compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, recovery of attorneys' fees or litigation costs, or any other legal or equitable relief.

The Released Claims do not include claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation.

2.20 "Releasee(s)" means jointly and severally, individually and collectively, the entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated advertisements for the Class Vehicles, FCA US, and all affiliates of FCA US and their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors,

successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

2.21 “Service Award” means the \$5,000 that FCA US has agreed to pay to each Plaintiff who is being proposed as a Class Representative of the Settlement Class, upon finalization of this agreement and approval by the Court.

2.22 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Settlement Agreement and attached exhibits.

2.23 “Settlement Administrator” means the third-party entity that has been selected by the Parties to administer the Settlement and the claims process.

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

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

III. SETTLEMENT CONSIDERATION

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

A. Warranty Extension.

3.1 FCA US will provide a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a failed EGR cooler for five years from the date of the EGR cooler recall replacement under Recall VB1.

3.2 If a Class Member has incurred out-of-pocket costs to replace a failed EGR cooler within five years of a replacement under Recall VB1, FCA US will reimburse those costs upon the Class Member's submission of proof of repair and proof of payment of those out-of-pocket costs. The Class Member must submit their proof of repair and proof of payment to the settlement administrator.

3.3 If, as of the Effective Date, the five-year warranty extension period has not yet concluded for a Class Member, and an EGR cooler repair becomes necessary, the Class Member will be able to present their vehicle to an FCA US authorized dealership for a free repair. The Class Member need not present any Settlement-related document to receive warranty service at an FCA US authorized dealership.

3.4 The Warranty Extension follows the Class Vehicles and is not personal to any owner or lessee. A Class Member does not need to submit a claim to receive the warranty extension.

3.5 Except for the durational limits of the Warranty Extension, the terms and exclusions of the Class Vehicles' applicable warranties remain notwithstanding this Settlement. All rights and conditions under the applicable warranties will continue to remain. Except as expressly set forth herein, nothing in this document should be construed as diminishing or otherwise affecting any other express or implied warranties covering the Class Vehicles.

3.6 Nothing herein should be read to prevent FCA US from electing, at its sole discretion and on a case-by-case basis, to implement or to continue to implement any customer satisfaction or goodwill policy, program, or procedure at its discretion, that provides consideration to Class Members over and above that required by this Settlement, without regard to the Class

Members' entitlement to relief under the Settlement. No such election by FCA US, however, will act to deprive a Class Member or Claimant of any of the benefits available under the Settlement.

B. Reimbursement Program.

3.7 Class Members may submit reimbursement claims for out-of-pocket tow truck, rental car, and coolant costs that relate to a failed EGR cooler. FCA US shall pay up to a maximum of \$750,000 for all tow truck, rental car, and coolant claims. Claims shall not exceed \$500 per Class Vehicle for rental car reimbursements. Claims shall not exceed \$75 for coolant reimbursements. All claims must be accompanied by proof of ownership of a class vehicle, proof of payment of a reimbursable expense, and proof of a repair showing the payment was made in connection with a contemporaneous repair of a failed EGR cooler. If all valid claims exceed \$750,000, they will be paid on a pro rata basis.

3.8 Class Members may submit a claim for \$3,000 for a vehicle fire that was caused by a failed EGR cooler. All claims must be accompanied by proof of ownership of a class vehicle and proof of a fire in the class vehicle that was caused by a failed EGR cooler. The acceptable proof of a fire is a police report, insurance report or fire department report and the acceptable proof of cause is a police report, insurance report, fire department report, or vehicle repair record that mentions an EGR cooler or origin in the area of an EGR cooler.

3.9 All claims for reimbursement under Section 3.2, and Sections 3.7 and 3.8, immediately above, shall be made to the settlement administrator, and the deadline for claims is 60 days after the Final Approval Order is entered. To be valid, the claim submission must include: (a) a completed Claim Form (attached hereto as Exhibit D); (b) the proof required for the type of claim, as outlined in Sections 3.2, 3.7 and 3.8; and (c) documentation identifying the vehicle (including VIN) and ownership.

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

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

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

3.13 Within 30 days of the claim deadline, the Settlement Administrator shall provide written notice to the Claimant who submitted it, notifying the Claimant of:

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

3.14 In response to receiving the written notice under Section 3.13, a claimant may:

- (a) Attempt to cure the deficiency stated as justification for not awarding a full reimbursement, by submitting the information and/or documentation identified by the Settlement Administrator as lacking in the Claim, within 30 days of receipt of the written notice. The Settlement Administrator shall have 30 days from the date of the cure attempt to provide written notice to the Claimant stating its final determination as to the total reimbursement to be paid to the Claimant and the reasons for the reimbursement amount if less than requested; or
- (b) Accept the partial reimbursement offered by the Settlement Administrator, which acceptance will be presumed if no cure attempt is received by the Settlement Administrator within 30 days of the date of the written notice.

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

IV. NOTICE TO THE SETTLEMENT CLASS

A. Costs of Administration and Notice.

4.1 FCA US will be responsible for all Administration Expenses including Notice. In no event will Co-Lead Class Counsel or the Settlement Class be responsible for any Administration Expenses.

B. CAFA Notice.

4.2 In compliance with the attorney general notification provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, FCA US will cause notice of this Settlement to be

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

C. Notice Deadline.

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

D. Individual Class Notice Methods.

4.4 Following the Court’s preliminary approval of this Settlement, the Settlement Administrator will provide by direct U.S. mail, to all reasonably identifiable Class Members, a notice substantially in the form attached hereto as Exhibit A (“Short-Form Notice”).

4.5 The Settlement Administrator will further set up and maintain a Settlement Website where Class Members can access a “Long-Form Notice” (substantially in the form attached hereto as Exhibit B), a copy of this Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. The Short-Form Notice will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Class Members to leave a request for a paper copy of the Long-Form Notice.

4.6 For purposes of mailing Notice, FCA US agrees to provide to the Settlement Administrator within thirty days of the Preliminary Approval Order’s entry all available Settlement Class Vehicle VINs and contact information for each Class Member. Prior to mailing the individual Short-Form Notice, the Settlement Administrator shall conduct an address search through the United States Postal Service’s National Change of Address database to update the address information for Class Members.

4.7 The Parties agree that the names and addresses provided to the Settlement Administrator will not be used for any purpose other than for providing the written notice identified

herein and that such names and addresses will be treated as private and confidential information and not disseminated, in any manner, to anyone other than the Settlement Administrator. The Parties agree to seek entry of an Order by the Court mandating that FCA US provide the names and addresses to the Settlement Administrator and that such information be treated as private, confidential, and proprietary.

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

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

V. ATTORNEYS' FEES, EXPENSES, AND SERVICE PAYMENTS

5.1 Class Counsel may apply to the Court for an award of reasonable attorneys' fees and expenses, inclusive of costs, up to, but not to exceed, the total combined sum of \$2,450,000.

5.2 Attorneys' Fees and Expenses will be in addition to the benefits provided directly to the Settlement Class (and will be in addition to the Service Awards) and will not reduce or otherwise have any effect on the benefits made available to the Settlement Class.

5.3 Upon finalization of this Settlement Agreement, the Parties have agreed that FCA US will not oppose Plaintiff's request, made as part of the Attorneys' Fees and Expenses

Application, that FCA US separately pay Service Awards in the amount of \$5,000 to the Class Representatives. FCA US also agrees that Co-Lead Class Counsel may provide an additional \$2,500 to some or all of the Class Representatives at Co-Lead Class Counsel's discretion. Any such \$2,500 payment would come from Co-Lead Class Counsel's award of Attorneys' Fees and Expenses.

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

VI. RELEASE AND WAIVER

6.1 The Parties agree to the following release and waiver, which will take effect upon entry of the Final Judgment and Final Order.

6.2 In consideration for the Settlement Agreement, Plaintiffs, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Releasees from the Released Claims, as defined above; provided, however, that Plaintiffs and the other Class Members are not releasing claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation.

6.3 Notwithstanding the foregoing, Plaintiffs and/or the other Class Members will hold Releasees harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Plaintiff or Class Member.

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

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

Plaintiffs expressly acknowledge they have been advised by Co-Lead Class Counsel of the contents and effects of Section 1542, and with knowledge, Plaintiffs hereby expressly waive, on their behalf and that of all other Class Members, whatever benefits Plaintiffs and Class Members may have had pursuant to such section. Plaintiffs hereby expressly waive, on their behalf and that of all other Class Members, the benefit of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

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

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

6.7 Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims personally released under this Settlement Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any individual right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims released under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims released.

6.8 This Settlement and its release do not affect the rights of Class Members who timely and properly request exclusion from the Settlement Class or anyone encompassed within the class definitions set forth in the complaints in this Action who are not a member of the Settlement Class defined in this Settlement Agreement. The Parties do not intend this Settlement Agreement and release to affect any legal claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle.

6.9 Plaintiffs, Co-Lead Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Releasees or any person or entity representing the Releasees, other than as set forth in this Settlement Agreement.

6.10 Nothing in this Release will preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

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

VII. SETTLEMENT APPROVAL PROCESS

A. Intention to Complete Settlement.

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

7.2 If approval is not obtained from the Court in the form contemplated by this Settlement or final approval order and judgment is reversed or materially modified on appeal, this

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

B. Preliminary Court Approval.

7.3 Promptly after execution of this Settlement by the Parties, counsel for the Parties will present this Settlement to the Court for review and jointly seek entry of an order that certifies the Settlement Class as such, grants preliminary approval of this Settlement, and directs the Settlement Administrator to provide notice of the Settlement in the manners listed herein.

7.4 No later than twenty days before the Final Approval Hearing, the Settlement Administrator will provide affidavits for the Court, with a copy to Co-Lead Class Counsel and FCA US, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement or as otherwise required by the Court.

C. Final Court Approval.

7.5 Once the Court enters a preliminary approval order, counsel for the Parties will use their best efforts to promptly obtain entry of a final approval order and judgment that: (i) finds the Settlement to be fair, reasonable, and adequate; (ii) finds that the Notice given constitutes the best notice practicable; (iii) approves the release specified in Section VI as binding and effective as to all Class Members who have not properly excluded themselves from the Settlement Class; (iv) directs that judgment be entered on the terms stated herein; and (v) provides that the Court will retain jurisdiction over the Parties and Class Members to enforce the terms of the final order and judgment.

7.6 Upon entry of the final order and judgment, this Action will be dismissed, on its merits and with prejudice, with respect to Plaintiffs and all Class Members who have not properly excluded themselves from the Settlement Class.

VIII. REQUESTS FOR EXCLUSION

8.1 The provisions of this section will apply to any request by a Class Member for exclusion from the Settlement Class.

8.2 Any Class Member may make a request for exclusion by submitting such request in writing as set forth in the Notice.

8.3 Any request for exclusion must be submitted no later than the date specified in the Court's preliminary approval order.

8.4 Any request for exclusion will (i) state the Class Member's full name and current address, (ii) provide the model year and Vehicle Identification Number ("VIN") of their Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state their desire to be excluded from the Settlement and from the Settlement Class. The written request for exclusion must be personally signed by the Class Member requesting exclusion.

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

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

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

8.8 Co-Lead Class Counsel represent and warrant that they have no other agreements with other counsel respecting Class Members, including any agreements for referring, soliciting, or encouraging any Class Members to request to be excluded (or “opt out”).

IX. OBJECTIONS

9.1 The Parties will request that the Court enter an order requiring any Class Member who wishes to object to the Settlement to submit a written notice of objection to the Settlement Administrator as well as file with the Court by the deadline set in the Court’s Preliminary Approval Order.

9.2 To state a valid objection to the Settlement, an objecting Class Member must provide the following information in their written objection: (i) the case name and number, *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich.); (ii) their full name, current address, and current telephone number; (iii) the model year and VIN of their Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the attorney(s), if any, who represent the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the handwritten signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and (x) the date of the objection. In addition, any Class Member objecting to the Settlement will provide a list of any other objections submitted by them or their counsel to any class action settlements submitted in any court in the United States in the previous

five years. If the Class Member or their counsel have not made any such prior objection, the Class Member will affirmatively so state in the written materials provided with the objection.

9.3 If the objecting Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class Member must so state in the objection. Any Class Member who does not state their intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement, can be barred from speaking or otherwise presenting any views at the Final Approval Hearing, and will be foreclosed from seeking any review by any means of the Settlement or its terms, including but not limited to an appeal.

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

9.5 Any objector who seeks a fee for their objection will do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B). The Parties will promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

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

X. MISCELLANEOUS

A. Choice of Law.

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

B. Not Evidence.

10.2 The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement, will be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party.

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

10.4 Paragraphs 10.2 and 10.3 will survive any expiration or voiding of the Settlement Agreement.

C. Headings.

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

D. Effect of Exhibits.

10.6 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.

E. Entire Agreement.

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

F. Counterparts.

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

G. Arm's Length Negotiations.

10.9 The Parties have negotiated all terms and conditions of this Settlement Agreement at arm's length. The provisions for Attorneys' Fees and Expenses and Service Awards set forth

herein were negotiated separately from and after agreement on the provisions for relief to Plaintiffs and the Settlement Class.

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

10.11 The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities will be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

H. Good Faith.

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

I. Continuing Jurisdiction.

10.13 The Parties agree the Court may retain continuing and exclusive jurisdiction over them and all Class Members for the purpose of the administration and enforcement of this Settlement.

J. Extensions of Time.

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

K. Service of Notice

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

As to Plaintiffs and the Proposed Class:

THE MILLER LAW FIRM, P.C.

E. Powell Miller
Dennis A. Lienhardt
950 West University Drive, Suite 300
Rochester, MI 48307

HAGENS BERMAN SOBOL SHAPIRO LLP

Steve W. Berman
Shelby Smith
1301 Second Avenue, Suite 2000
Seattle, WA 98101

Peter A. Shaeffer
455 North Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611

ROBINS KAPLAN, L.L.P.

Stacey P. Slaughter
J. Austin Hurt
800 LaSalle Avenue, Suite 2800
Minneapolis, MN 55402

As to Defendant:

Stephen A. D'Aunoy
KLEIN THOMAS LEE & FRESARD
100 N. Broadway, Suite 1600
St. Louis, MO 63102
Tel: (314) 888-2970
steve.daunoy@kleinthomaslaw.com

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

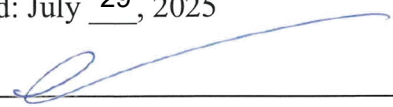
THE MILLER LAW FIRM, P.C.

Dated: July 29, 2025

By: 

HAGENS BERMAN SOBOL SHAPIRO LLP

Dated: July 29, 2025

By: 

ROBINS KAPLAN, L.L.P.

Dated: July 31, 2025

By: 

Dated: _____, 2025

By: _____
BRADLEY CRAWFORD

Dated: _____, 2025

By: _____
CHRISTIAN CHRISTENSEN

Dated: _____, 2025

By: _____
GLENN BRAINARD

Dated: _____, 2025

By: _____
JACOB LANE

Dated: _____, 2025

By: _____
RUSSELL RALEY

Dated: _____, 2025

By: _____
HANK VANDERHULST

Dated: _____, 2025

By: _____
MICHAEL O'BRIEN

Dated: _____, 2025

By: _____
DENNIS SULLIVAN

Dated: _____, 2025

By: _____
MATTHEW OGREN

Dated: _____, 2025

By: _____
SHAUN GRAHAM

Dated: _____, 2025

By: _____
BRANDON BAILEY

Dated: _____, 2025

By: _____
GREGORY BRIGGS

Dated: _____, 2025

By: _____
KARA GULBRANSON

Dated: _____, 2025

By: _____
DEREK GRIESEL

Dated: _____, 2025

By: _____
PATRICK PHELAN

Dated: _____, 2025

By: _____
JAMES DEALE

Dated: _____, 2025

By: _____
PAUL MAIER

Dated: _____, 2025

By: _____
NATHAN FELKER

Dated: _____, 2025

By: _____
GREG GOUKER

Dated: _____, 2025

By: _____
LEROY MAULT

Dated: _____, 2025

By: _____
DENNIS DIAZ

Dated: _____, 2025

By: _____
REYES VARGAS

Dated: _____, 2025

By: _____
GARY GREND AHL

Dated: _____, 2025

By: _____
KEVIN HUNTING

Dated: _____, 2025

By: _____
JUSTIN EWING

Dated: _____, 2025

By: _____
KWATERSKI CONSTRUCTION, INC.

DEFENDANT FCA US LLC

Dated: July 29, 2025


By: _____

Title: Vice President, Assistant General Counsel

Exhibit A

LEGAL NOTICE

**If you purchased or leased
a Model Year 2014-2019
Dodge Ram 1500 EcoDiesel
Truck manufactured
between June 12, 2013 and
October 23, 2019, a
settlement may affect your
rights.**

A federal court authorized this Notice.

1- -
www.[website].com

Crawford v. FCA US LLC Settlement
Administrator

P.O. Box

City, ST -

First-Class
Mail
US Postage
Paid
Permit #

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «ClaimID» - «MailRec»

«First1» «Last1»

«co»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

XXX

A settlement has been proposed in a class action lawsuit against FCA US LLC that is based on allegations it sold certain Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Trucks that contained defective Exhaust Gas Recirculation (“EGR”) coolers that were susceptible to thermal fatigue, leading the coolers to crack over time and leak coolant, which can cause combustion within the intake manifold and lead to a vehicle fire.

Who is included? The Settlement includes all persons who purchased or leased in the United States a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

What does the Settlement provide? The Settlement provides a warranty extension that covers the cost of repairing a failed EGR cooler for five years from the date of installation under FCA US’s Recall VB1. Class Members are also eligible to submit reimbursement claims for out-of-pocket tow truck, rental car, and coolant costs that relate to a failed EGR cooler. Class Members may also submit a claim for \$3,000 for a vehicle fire that was caused by a failed EGR cooler.

How do I get benefits? You do not need to take any action to receive the warranty extension. You will need to complete and submit a claim form, available at www.fcarecallreimbursement.com, for a vehicle fire claim or out-of-pocket tow truck, rental car, and coolant expenses. To seek reimbursement for a prior repair to an EGR cooler, submit a claim at www.fcarecallreimbursement.com.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself from it by **Month**, 2025. Unless you exclude yourself, you will not be able to sue FCA US LLC for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may object and notify the Court that you or your lawyer intend to appear at the Court’s fairness hearing. Objections are due **Month**, 2025.

The Court’s Fairness Hearing. The Court will hold a final fairness hearing in this case (*Crawford v. FCA US LLC*, No. 2:20-cv-12341) on **Month**, 2025, at **: 0** .m. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Proposed Co-Lead Class Counsel’s request for attorneys’ fees and expenses; and (3) service awards to each Class Representative.

Additional details of the Fairness Hearing and the Settlement, an explanation of your rights, and the court filings are available at www.fcarecallreimbursement.com.

Exhibit B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

BRADLEY CRAWFORD *et al.*,

Plaintiffs,

v.

FCA US LLC,

Defendant.

Case No. 2:20-cv-12341

Hon. Stephen J. Murphy, III

**NOTICE OF SETTLEMENT OF
CLASS ACTION**

If you purchased or leased in the United States a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019 (“Eligible Truck”), you could be affected by a proposed class action settlement.

A federal court has authorized this notice. This is not a solicitation from a lawyer.

Please read this entire Notice carefully. This Settlement may affect your rights.

- This Notice is being sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Michigan (“Court”). The Court is presiding over a class action lawsuit called *Crawford, et al. v. FCA US LLC*, Civil Action No. 2:20-cv-12341 (SJM)(DRG) (“Action”), which asserts claims on behalf of a class against Defendant FCA US LLC (“FCA US”). You are receiving this notice because you are believed to have purchased an Eligible Truck, making you a “Class Member” in the Action.
- The purpose of this Notice is to advise you that on [DATE], the Court preliminarily approved a proposed settlement of all claims asserted in the Action.¹
- The lawsuit alleges that Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Trucks or 1500 Classic Trucks purchased or leased in the United States contained defective Exhaust Gas Recirculation (“EGR”) coolers that were susceptible to thermal fatigue, leading the coolers to crack over time and leak coolant, which can cause combustion within the intake manifold and lead to a vehicle fire. FCA US has not been found liable for any claims alleged in the lawsuit. The Parties have reached a voluntary settlement to avoid lengthy litigation. People who owned

¹ The full terms of the Settlement are set forth in the Settlement Agreement between Plaintiffs and FCA US, a copy of which can be viewed on the Settlement website, [www. \[REDACTED\]](http://www. [REDACTED]). All capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Settlement Agreement. In the event of any conflicts between the terms of this Notice and the Settlement Agreement, the Settlement Agreement shall control.

or leased the Eligible Trucks, referred to as “Class Members,” might be entitled to compensation if they submit valid and timely claims.

- Under the proposed Settlement, FCA US will provide financial and other benefits for certain EGR cooler-related repairs and/or fires that were caused by a failed EGR cooler.
- To qualify for benefits under the Settlement, you must have bought or leased an Eligible Truck in the United States. To check whether your vehicle might be an Eligible Truck, you can visit the Settlement website at www.fcarecallreimbursement.com or call 1-800-447-4474 and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number (“VIN”) ready.
- The benefits under the Settlement are:
 - o **Warranty Extension.** FCA US will provide a warranty extension applicable to the Eligible Truck that covers the cost of all parts and labor needed to repair a failed EGR cooler. The extended coverage is for five years from the date of the EGR cooler replacement under Recall VB1. If a Class Member has incurred out-of-pocket costs to replace a failed EGR cooler within five years of a replacement under Recall VB1, FCA US will reimburse those costs upon the Class Member’s submission of proof of repair and proof of payment of those out-of-pocket costs. The Class Member must submit their proof of repair and proof of payment to www.fcarecallreimbursement.com. If, as of the Effective Date, the five-year warranty extension period has not yet concluded for a Class Member, and an EGR cooler repair becomes necessary, the Class Member will be able to present their vehicle to an FCA US authorized dealership for a free repair. The Class Member need not present any Settlement-related document to receive warranty service at an FCA US authorized dealership. The warranty extension follows the Eligible Truck and is not personal to any owner or lessee.
 - o **Reimbursement Program.** Class Members may submit reimbursement claims for out-of-pocket tow truck, rental car, and coolant costs that relate to a failed EGR cooler. FCA US will pay up to a maximum of \$750,000 for all tow truck, rental car, and coolant claims. Claims shall not exceed \$500 per Eligible Truck for rental car reimbursements. Claims shall not exceed \$75 for coolant reimbursements. All claims must be accompanied by proof of ownership of a Eligible Truck, proof of payment of a reimbursable expense, and proof of a repair showing the payment was made in connection with a contemporaneous repair of a failed EGR cooler. If all valid claims exceed \$750,000, they will be paid on a pro rata basis.
 - o **Payments to Class Members Who Suffered an Eligible Truck Fire.** Class Members may submit a claim for \$3,000 for a vehicle fire that was caused by a failed EGR cooler. All claims must be accompanied by proof of ownership of a Eligible Truck and proof of a fire in the Eligible Truck that was caused by a failed EGR cooler. The acceptable proof of a fire is a police report, insurance report or fire department report and the acceptable proof of cause is a police report, insurance report, fire department report, or vehicle repair record that mentions an EGR cooler or origin in the area of an EGR cooler.

- The Court still has to decide whether to finally approve the Settlement. Final approval of the Settlement by the Court will resolve the lawsuit.
- **Your legal rights will be affected whether or not you act.** This Notice includes important information about the lawsuit and the Settlement.

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUMBIT A PROOF OF PAYMENT OR CLAIM FORM	The <u>only</u> way to get a reimbursement or compensation. However, it is not necessary to submit a proof of payment or Claim Form to benefit from the warranty extension. The deadline to submit proof of payment or submit a Claim Form is [DATE] . Any extension of this date will be posted on the Settlement website.
EXCLUDE YOURSELF	Get no reimbursement, compensation, or coverage under the warranty extension. This is the only option that allows you to ever file or be a part of any pending or future lawsuit against FCA US about the legal claims in this case. The deadline to submit a request for exclusion is [DATE] .
OBJECT	In order to object to the Settlement, you must remain a member of the lawsuit – you cannot asked to be excluded. You may object to the Settlement by writing to Settlement Administrator and the Court (identified on page [REDACTED]) and indicating why you do not like the Settlement. The deadline to object is [DATE] .
GO TO THE COURT’S FINAL FAIRNESS HEARING ON [DATE]	If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING	Get no reimbursement or compensation. However, you will receive the benefit of the warranty extension.

**Your rights and options are explained in more detail in this Notice.
Please read this Notice carefully and completely.**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	5
1. Why did I get this Notice?	
2. What is this lawsuit about?	
3. Who is the Defendant?	
4. Why is this a class action?	
5. Why is there settlement of this Action with FCA US?	
WHO IS AFFECTED BY THE SETTLEMENT.....	6
6. Am I a member of the Class?	
7. If I bought or leased an Eligible Truck that has not had problems, am I included?	
8. What if I am still not sure whether I am included?	
THE BENEFITS OF THE SETTLEMENT	7
9. What does the Settlement provide?	
10. How do I receive reimbursement or make a claim?	
11. When would I get my reimbursement or payment?	
12. What if my request for reimbursement or claim is found to be deficient?	
13. What am I giving up to receive a payment?	
EXCLUDING YOURSELF FROM THE CLASS	10
14. Can I exclude myself from the Class?	
15. If I do not exclude myself, can I sue for the same thing later?	
16. If I exclude myself, can I get the benefits of this Settlement?	
THE LAWYERS REPRESENTING YOU	11
17. Who Represents me?	
18. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT AND/OR THE REQUEST FOR ATTORNEYS' FEES, EXPENSES AND SERVICE AWARDS.....	12
19. How do I object to the Settlement?	
20. What is the difference between objecting and excluding?	
THE COURT'S FAIRNESS HEARING.....	13
21. When will the Court decide whether to approve the Settlement?	
22. Do I have to come to the hearing?	
23. May I speak at the hearing?	
IF YOU DO NOTHING.....	14
24. What if I do nothing?	
GETTING MORE INFORMATION	15
25. Where can I get more information?	

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this Notice because you appear in FCA US's records as having purchased or leased in the United States a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

The Court has directed that this Notice be sent to you because, as a potential member of the Class, you have the right to know about the Settlement reached in this Action between Plaintiffs (on behalf of the Class) and Defendant FCA US, and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Court in charge of this Action is the United States District Court for the Eastern District of Michigan. The case is called *Crawford, et al. v. FCA US LLC*, Civil Action No. 2:20-cv-12341 (SJM)(DRG). United States District Court Judge Stephen J. Murphy, III is overseeing this Action. The persons who brought this case are the plaintiffs, and the company they sued is called defendant.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Trucks, manufactured between June 12, 2013 and October 23, 2019, and purchased or leased in the United States ("Eligible Trucks") contained defective Exhaust Gas Recirculation ("EGR") coolers that were susceptible to thermal fatigue, leading the coolers to crack over time and leak coolant, which can cause combustion within the intake manifold and lead to a vehicle fire.

FCA US denies the allegations and the Court has not made any final decision on the merits of Plaintiffs' claims because the parties have agreed to settle the claims. On [DATE], the Court granted preliminary approval of the Settlement.

3. WHO IS THE DEFENDANT?

The Defendant is FCA US. The Settlement would resolve all claims against FCA US.

4. WHY IS THIS A CLASS ACTION?

In a class action, one or more individuals or entities, called "class representatives," sue on behalf of others who have similar claims. The class representatives in this case are Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O'Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc. (collectively referred to herein as "Plaintiffs").

The Plaintiffs and the individuals or entities with similar claims are individually "class members," together forming a class. One court resolves the issues for all class members, except for those who exclude themselves from the class.

5. WHY IS THERE A SETTLEMENT OF THIS ACTION WITH FCA US?

FCA US has denied all liability and wrongdoing in this case and has asserted various defenses to the Plaintiffs' claims. The Court did not decide in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. That way, they avoid the cost and risk of a trial, and the Class Members affected can get compensation.

This Settlement is the product of extensive negotiations between lawyers for the Plaintiffs and Defendant. The Plaintiffs and Proposed Co-Lead Class Counsel think the Settlement is fair and in the best interests of all Class Members.

WHO IS AFFECTED BY THE SETTLEMENT

6. AM I A MEMBER OF THE CLASS?

The Class is defined as:

All individuals who purchased or leased in the United States a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

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 officer, director, or employee of FCA US; any successor or assign of FCA US; and any judge to whom this Action is assigned, his or her spouse; individuals and/or entities who validly and timely opt-out of the settlement; and current or former owners of Eligible Trucks who previously released their claims in an individual settlement with FCA US relating to the Action.

If you fall within this definition, and you did not previously exclude yourself from the Class, you are a Class Member.

7. IF I BOUGHT OR LEASED AN ELIGIBLE TRUCK THAT HAS NOT HAD PROBLEMS, AM I INCLUDED?

Yes. You did NOT have to experience problems with the EGR cooler or an engine fire to be included in this Settlement. If you still own or lease an Eligible Truck, you are eligible to take advantage of the Settlement's warranty extension covering the cost of all parts and labor needed to repair a failed EGR cooler. The extended coverage is for five years from the date of the EGR cooler replacement under Recall VB1

8. WHAT IF I AM STILL NOT SURE WHETHER I AM INCLUDED?

Class Members have been identified using Vehicle Identification Numbers ("VINs") obtained from FCA US. The VINs were used to obtain the names and most current addresses of Class Members.

If you are still not sure if you are a Class Member, you can get more information by visiting [www. \[REDACTED\].com](http://www. [REDACTED].com). You may also contact the Settlement Administrator, [CONTACT INFORMATION].

THE BENEFITS OF THE SETTLEMENT

9. WHAT DOES THE SETTLEMENT PROVIDE?

In accordance with the terms of the Settlement, Defendants have agreed to:

1. Warranty Extension

FCA US will provide a warranty extension applicable to the Eligible Truck that covers the cost of all parts and labor needed to repair a failed EGR cooler. The extended coverage is for five years from the date of the EGR cooler replacement under Recall VB1.

If a Class Member has incurred out-of-pocket costs to replace a failed EGR cooler within five years of a replacement under Recall VB1, FCA US will reimburse those costs upon the Class Member's submission of proof of repair and proof of payment of those out-of-pocket costs. The Class Member must submit their proof of repair and proof of payment to the settlement administrator.

If, as of the Effective Date, the five-year warranty extension period has not yet concluded for a Class Member, and an EGR cooler repair becomes necessary, the Class Member will be able to present their vehicle to an FCA US authorized dealership for a free repair. The Class Member need not present any Settlement-related document to receive warranty service at an FCA US authorized dealership.

The warranty extension follows the Eligible Truck and is not personal to any owner or lessee.

Except for the durational limits of the warranty extension, the terms and exclusions of the Eligible Trucks' applicable warranties remain notwithstanding this Settlement. All rights and conditions under the applicable warranties will continue to remain. Nothing in the Settlement Agreement is construed as diminishing or otherwise affecting any other express or implied warranties covering the Eligible Trucks.

You do **NOT** need to submit any documentation to receive this warranty extension under this Settlement.

2. Reimbursement Program

Class Members may submit reimbursement claims for out-of-pocket tow truck, rental car, and coolant costs that relate to a failed EGR cooler. FCA US shall pay up to a maximum of \$750,000 for all tow truck, rental car, and coolant claims. Claims shall not exceed \$500 per Eligible Truck for rental car reimbursements. Claims shall not exceed \$75 for coolant reimbursements. All claims must be accompanied by proof of ownership of a Eligible Truck, proof of payment of a reimbursable expense, and proof of a repair showing the payment was made in connection with a contemporaneous repair of a failed EGR cooler. If all valid claims exceed \$750,000, they will be paid on a pro rata basis.

3. Payments to Class Members Who Suffered an Eligible Truck Fire.

Class Members may submit a claim for \$3,000 for a vehicle fire that was caused by a failed EGR cooler. All claims must be accompanied by proof of ownership of a Eligible Truck and proof of a fire in the Eligible Truck that was caused by a failed EGR cooler. The acceptable proof of a fire is a police report, insurance report or fire department report and the acceptable proof of cause is a police report, insurance report, fire department report, or vehicle repair record that mentions an EGR cooler or origin in the area of an EGR cooler.

10. HOW DO I SEEK REIMBURSEMENT OR MAKE A CLAIM?

Reimbursement Related to EGR Repair. To seek reimbursement of out-of-pocket costs related to an EGR cooler repair under the warranty extension provided by the Settlement, you must submit a proof of payment of those out-of-pocket costs to the settlement administrator per the below directions. All requests for reimbursement must be received by **[DATE]**.

Reimbursement Related to Alleged EGR Failure.

All reimbursement claims for out-of-pocket tow truck, rental car, and coolant costs that relate to a failed EGR cooler shall be made to the settlement administrator, and the deadline for claims is **[DATE]**. To be valid, the claim submission must include: (a) a completed Claim Form (available on the Settlement Website); (b) proof of payment of a reimbursable expense, and proof of a repair showing the payment was made in connection with a contemporaneous repair of a failed EGR cooler; and (c) documentation identifying the vehicle (including VIN) and ownership. Claims that lack third-party records to verify a claim will be rejected.

Payment for Eligible Truck Fire.

All Eligible Truck fire claims shall be made to the settlement administrator, and the deadline for claims is **[DATE]**. To be valid, the claim submission must include: (a) a completed Claim Form (available on the Settlement Website); (b) proof of a fire (such as a police report, insurance report or fire department report); (c) proof the fire was caused by a failed EGR cooler (such as a police report, insurance report, fire department report, or vehicle repair record that mentions an EGR cooler or origin in the area of an EGR cooler); and (d) documentation identifying the vehicle (including VIN) and ownership. Claims that lack third-party records to verify a claim will be rejected.

Submission of Claims.

Claims submitted pursuant to this Settlement may be submitted, at the election of the Claimant, to the settlement administrator by U.S. mail, email, or through the dedicated Settlement Website.

The mailing address and email address to which Claimants may submit Claims is as follows:

[INSERT]

If you fail to submit a request for reimbursement or truck fire Claim Form, and the necessary documentation, by the required deadlines, you will not receive compensation. Sending in a late request for reimbursement or Claim Form late will be the same as doing nothing. Please **DO NOT** send requests for reimbursement or truck fire Claim Forms to Co-Lead Class Counsel or the Court.

11. WHEN WOULD I GET MY REIMBURSEMENT OR PAYMENT?

There is no date certain for receiving the requested reimbursements or payment for an Eligible Truck fire. **Any payments under the Settlement will begin once the Settlement has been finally approved by the Court and any appeals from that decision are completed.** If there are objections or appeals, the date will be later.

The Hon. Stephen J. Murphy, III, U.S. District Court Judge, will hold a Fairness Hearing at [TIME] on [DATE], at the Theodore Levin U.S. Courthouse, Courtroom 216, 231 W. Lafayette Blvd., Detroit, MI 48226, to decide whether to approve the Settlement. The hearing may be rescheduled without further notice to you, so it is recommended you periodically check [REDACTED].com for updated information.

12. WHAT IF MY REQUEST FOR REIMBURSEMENT OR CLAIM IS FOUND TO BE DEFICIENT?

If a reimbursement claim for out-of-pocket tow truck, rental car, and coolant costs, or claim for an Eligible Truck fire, is found to be deficient and is rejected during the review process by [the Settlement Administrator], the Class Member will be notified of the deficiency in writing. The Class Member will then have an opportunity to remedy the deficiency within [30 days] of the written notice.

13. WHAT AM I GIVING UP TO RECEIVE A PAYMENT?

Unless you exclude yourself, you will remain in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against FCA US related to the EGR cooler in the Eligible Trucks. It also means that all of the Court's orders will apply to you and legally bind you.

As set forth in Sections II and VI of the Settlement Agreement:

In consideration for the Settlement Agreement, Plaintiffs, and each Class Member, on behalf of herself and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Releasees from the Released Claims[.]

- “Released Claim(s)” means any and all claims, demands, debts, suits, liabilities, obligations, damages, actions, rights of action, and causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiffs and any and all other Class Members relating to a defective EGR cooler in a Class Vehicle, whether arising under statute (including a state lemon law), rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights, or entitlements under any federal, state, local or other statute, law, rule and/or regulation, as well as any claims relating to California Business and Professions Code Sections 17200-17209,

California Business and Professions Code Section 17500, or the California Consumer Legal Remedies Act (California Civil Code Section 1750-1784), or other consumer protection, consumer fraud, or unfair business practices or deceptive trade practices laws, premised on any legal or equitable theory. This term includes any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi contract, unjust enrichment, express warranty, implied warranty, secret warranty and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, seeking compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, recovery of attorneys' fees or litigation costs, or any other legal or equitable relief.

- “Releasee(s)” means jointly and severally, individually and collectively, the entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated advertisements for the Class Vehicles, FCA US, and all affiliates of FCA US and their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

However, nothing in this Settlement will prohibit you from pursuing claims for (i) death, (ii) personal injuries, (iii) damage to tangible property other than an Eligible Truck, or (iv) subrogation.

EXCLUDING YOURSELF FROM THE CLASS

If you want to keep the right to sue or continue to sue Defendant on your own about the legal issues being resolved by the Settlement, then you must take steps to get out of the Class. This is called excluding yourself - or sometimes referred to as “opting out.” If you opt out of the Class, you will not receive the benefits or reimbursements provided in this Settlement.

14. CAN I EXCLUDE MYSELF FROM THE CLASS?

If you want to keep the right to sue or continue to sue FCA US about the legal issues in this case, then you must exclude yourself from the Class.

To exclude yourself, you must send a letter saying that you want to be excluded from the Class.

The letter must: (i) state your full name and current address; (ii) provide the model year and VIN of your Eligible Truck and the approximate date(s) of purchase or lease; and (iii) specifically and clearly state your desire to be excluded from the Settlement and from the Class. You must personally sign the letter requesting exclusion.

Exclusions by letter should be sent to:

[ADDRESS]

Exclusions sent by letter must be postmarked by [DATE].

If you ask to be excluded from the Class, you will not get any benefit pursuant to the Settlement and you cannot object to the Settlement. If you want to receive the benefits or reimbursements from the Settlement, do not exclude yourself.

Warning! If your request for exclusion is sent after the deadline, your request for exclusion will be considered invalid and you will not be excluded from the Class. **You cannot exclude yourself on the phone or by email. Please keep a copy or screenshot of any exclusion (or opting out) request for your records.**

15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?

No. Unless you exclude yourself, if the Court approves the Settlement, you give up any right to sue Defendant for the claims that the Settlement resolves. If you have a pending lawsuit against Defendant related to the EGR cooler in the Eligible Trucks, speak to your lawyer in that case immediately. You must exclude yourself from the Class in order to continue your own lawsuit against Defendant.

16. IF I EXCLUDE MYSELF, CAN I GET THE BENEFITS OF THIS SETTLEMENT?

No. If you exclude yourself, do not send in a request for reimbursement or Claim Form for payment related to an Eligible Truck fire. However, you may sue, continue to sue, or be part of a different lawsuit against FCA US and other related entities or individuals for the claims that this Settlement resolves.

THE LAWYERS REPRESENTING YOU

17. WHO REPRESENTS ME?

The Court has preliminarily appointed The Miller Law Firm, P.C., Hagens Berman Sobol Shapiro LLP, and Robins Kaplan LLP as Proposed Co-Lead Class Counsel to represent the Class.

If you want to be represented by your own lawyer and have that lawyer appear in court for you concerning the Settlement, you may hire one at your own expense. If you hire your own lawyer, you must tell the Court and send a copy of your notice to the Settlement Administrator at the address set forth in Question [REDACTED] below.

18. HOW WILL THE LAWYERS BE PAID?

You are not personally responsible for payment of attorneys' fees or expenses. Proposed Co-Lead Class Counsel will apply to the Court for an award of attorneys' fees, service awards, and expenses prior to the final approval hearing.

The Parties have agreed that Proposed Co-Lead Class Counsel may apply to the Court for up to \$2,450,000, inclusive of all attorneys' fees and expenses. These attorneys' fees and expenses shall

be in addition to the benefits provided directly to the Class and shall not reduce or otherwise have any effect on the benefits made to the Class.

Per agreement with FCA US, Proposed Co-Lead Class Counsel will also request with the Court a service award of \$5,000 for each Plaintiff appointed as a Class Representative. FCA US will separately pay these service awards and they shall not reduce or otherwise have any effect on the benefits made to the Class. In addition, Proposed Co-Lead Class Counsel may provide an additional \$2,500 to some or all of the Class Representatives at Proposed Co-Lead Class Counsel's discretion. Any such \$2,500 payment would come from the award of attorneys' fees and expenses.

FCA US will also separately pay the costs to administer the Settlement. The payment of Settlement administration costs will not reduce or otherwise have any effect on the benefits made to the Class.

**OBJECTING TO THE SETTLEMENT AND/OR THE REQUEST FOR ATTORNEYS' FEES, EXPENSES
AND SERVICE AWARDS**

19. HOW DO I OBJECT TO THE SETTLEMENT?

If you are a Class Member (and have not excluded yourself), you may tell the Court that you object to (or disagree with) all or part of the Settlement and/or Proposed Co-Lead Class Counsel's request for an award of attorneys' fees, reimbursement of expenses, and service awards to Plaintiffs. You must give reasons for your objection(s). The Court will consider your objections when it decides whether or not to finally approve the Settlement.

To state a valid objection, you must provide the following information in the written objection:

- (i) the case name and number, *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich.);
- (ii) your full name, current address, and current telephone number;
- (iii) the model year and VIN of your Eligible Truck(s);
- (iv) a statement of the objection(s), including all factual and legal grounds for the position;
- (v) copies of any documents you wish to submit in support;
- (vi) the name and address of the attorney(s), if any, who represent 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, either with or without counsel;
- (viii) the identity of all counsel (if any) who will appear on behalf of you at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
- (ix) your handwritten signature, in addition to the signature of any attorney representing you in connection with the objection, and
- (x) the date of the objection.

In addition, you must provide a list of any other objections submitted by you or your counsel to any class action settlements in any court in the United States in the previous five years. If you or your counsel have not made any such prior objection, you will affirmatively state so in the written materials provided with the objection.

Submitting an objection allows Proposed Co-Lead Class Counsel or counsel for Defendant to notice your deposition and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for such deposition or comply with expedited discovery requests may result in the Court striking your objection or denying you the opportunity to be heard. The Court may require you or your counsel to pay the costs of any such discovery should the Court determine the objection is frivolous or made for improper purpose.

To object, you must file your written objection(s) with the Court at the following address and postmarked by **[DATE]**:

Clerk of Court
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

You must also send a copy of your written objection(s) to Proposed Co-Lead Class Counsel and Counsel for Defendants, through the Settlement Administrator at the following address and postmarked by **[DATE]**:

[ADDRESS]

Objections submitted after **[DATE]** will not be considered. If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the final approval hearing.

20. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you are a Class Member and stay in the Class. Excluding yourself, or “opting out,” means that you are removing yourself from the Class and will have no right to benefits from the Settlement. If you exclude yourself, you also have no right to object to the Settlement, because the Settlement no longer affect you.

THE COURT’S FAIRNESS HEARING

21. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at **[TIME]** p.m. on **[DATE]**, at the Theodore Levin U.S. Courthouse, Courtroom 216, 231 W. Lafayette Blvd., Detroit, MI 48226. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the request for attorneys’ fees, expenses, and service awards. The Court will listen to Class Members who have asked to speak at the hearing. If there are objections or comments, the Court

will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement and the request for attorneys' fees, expenses, and service awards. We do not know how long a decision will take to be made.

Important! The time and date of the Fairness Hearing may change without additional mailed or publication notice. For updated information on the Fairness Hearing, visit [\[REDACTED\].com](#).

22. DO I HAVE TO COME TO THE HEARING?

No. Proposed Co-Lead Class Counsel will be prepared to answer any questions the Court may have at the Fairness Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to court to explain. As long as you mailed your written objection on time as set out in this Notice, the Court will consider it. You may also pay another lawyer to attend the hearing, but it is not required.

23. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you must file a Notice of Intention to Appear with the Court at the following address **postmarked by [DATE]**:

Clerk of Court
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

You must also mail copies of the Notice of Intention to Appear to the Settlement Administrator listed in Question [\[REDACTED\]](#) above, postmarked no later than **[DATE]**.

IF YOU DO NOTHING

24. WHAT IF I DO NOTHING?

If you do nothing, you will not receive any reimbursements or payment from this Settlement. However, you will be entitled to the benefits of the warranty extension. But, unless you exclude yourself, you will not be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against FCA US or other related entities or individuals about the legal issues in this case, ever again.

The Settlement will not affect your right to sue Defendant for any claims not resolved by the Settlement, regardless of whether or not you exclude yourself from the Settlement.

GETTING MORE INFORMATION

25. WHERE CAN I GET MORE INFORMATION?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement and other documents related to the Action by visiting [www. \[REDACTED\].com](http://www. [REDACTED].com). In addition, Proposed Co-Lead Class Counsel's motions for final approval of the Settlement, request for attorneys' fees, expenses, and service awards are currently due to be filed with the Court by **[DATE]** and will be available for review on the website.

If you have questions or want more information, you may contact the Settlement Administrator toll free [\[REDACTED\]](tel: [REDACTED]) or via mail:

[ADDRESS]

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATED: **[DATE]**

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
MICHIGAN

Exhibit C

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

BRADLEY CRAWFORD *et al.*,

Plaintiffs,

v.

FCA US LLC *et al.*,

Defendant.

Case No. 2:20-cv-12341

Hon. Stephen J. Murphy, III

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
AND APPOINTMENT OF PROPOSED CO-LEAD CLASS COUNSEL**

Plaintiffs Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O'Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc. ("Plaintiffs"), on behalf of themselves and the proposed Class, and Defendant FCA US LLC ("FCA" or "Defendant"), by and through their undersigned attorneys, hereby submit this proposed Stipulated Order for Preliminary Approval of Class Action Settlement:

WHEREAS, Plaintiffs filed this class action alleging that certain 2014-2019 Dodge trucks equipped with 3.0L EcoDiesel Engines (the “Class Vehicles”) contained defective Exhaust Gas Recirculation (“EGR”) coolers;

WHEREAS, on [REDACTED], 2025, Plaintiffs executed a Settlement Agreement with FCA US on behalf of themselves and the proposed Class and seek Preliminary Approval of the Settlement Agreement;

WHEREAS, the Court, having reviewed and considered the Motion for Preliminary Approval and supporting materials filed by Interim Class Counsel;

WHEREAS, the Court held a hearing on the Motion for Preliminary Approval on _____; and

WHEREAS, this Court has fully considered the record and requirements of law; and good cause appearing;

IT IS THIS _____ day of _____, 2025, ORDERED that the Settlement is hereby PRELIMINARILY APPROVED. The Court further finds and orders as follows:

1. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and venue is proper in this District.

2. The Court has personal jurisdiction over the Plaintiffs, the other Settlement Class Members, and Defendant.

3. To the extent not otherwise defined herein, all defined terms in this Order shall have the meaning assigned in the Settlement Agreement.

4. The Settlement was the result of the Parties' good-faith negotiations. The Settlement was entered into by experienced counsel and only after extensive arm's-length negotiations. The Settlement is not the result of collusion.

5. The proceedings and discovery that occurred before the Parties reached the Settlement gave counsel the opportunity to adequately assess this case's strengths and weaknesses and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses.

6. The Court has carefully reviewed the Settlement Agreement and finds that the Settlement is fair, reasonable, adequate, and meets the standards for preliminary approval under Fed. R. Civ. P. 23(a) and (b). In light of the costs, risks, and delay of trial and appeal, the relief provided to the Settlement Class is at least adequate under Fed. R. Civ. P. 23(e)(2). Accordingly, the Court preliminarily approves all terms of the Settlement and all its Exhibits.

7. The Court conditionally certifies, for settlement purposes only, the following Settlement Class:

All individuals who purchased or leased in the United States a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

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 officer, director, or employee of FCA US; any successor or assign of FCA US; and any judge to whom this Action is assigned, his or her spouse; individuals and/or entities who validly and timely opt-out of the settlement; and current or former owners of Class Vehicles who previously released their claims in an individual settlement with FCA US relating to the Action.

8. The Court directs that pursuant to Fed. R. Civ. P. 23(e)(2), a Fairness Hearing will be held on _____ [at least 180 days after entry of Preliminary Approval Order], to consider final approval of the Settlement (the “Fairness Hearing” or “Final Approval Hearing”) including, but not limited to, the following issues: (1) to determine whether to grant final approval to (a) the certification of the Settlement Class, (b) the designation of Plaintiffs as representatives of the Settlement Class, (c) the designation of Proposed Co-Lead Class Counsel as counsel for the Settlement Class, and (d) the settlement; (2) to rule on Proposed Co-Lead Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs and for Service Awards to Class Representatives; and (3) to consider whether to enter the Final Approval Order. The Fairness Hearing may be adjourned by the Court, and the Court may address matters set out above, including final approval of the Settlement, without further notice to the Settlement Class other

than notice that may be posted at the Court and on the Court's and Settlement Administrator's websites.

9. The Court hereby appoints Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O'Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc. as Class Representatives for the Settlement Class.

10. The Court finds that it is likely to certify the Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3).

11. The Settlement Class is sufficiently numerous under Fed. R. Civ. P. 23(a)(1).

12. The proposed Settlement would resolve common questions of law and fact under Fed. R. Civ. P. 23(a)(2).

13. Plaintiffs' claims are typical of the other Settlement Class Members' claims under Fed. R. Civ. P. 23(a)(3).

14. The Court finds under Fed. R. Civ. P. 23(a)(4) that the Class Representatives will fairly and adequately protect and represent the interests of all members of the Settlement Class and the interests of the Class Representatives are

not antagonistic to those of the Settlement Class. The Class Representatives are represented by counsel who are experienced and competent in the prosecution of complex class action litigation.

15. The common issues in this litigation predominate over individual issues, at least for purposes of settlement, and the Settlement would be superior to many individual actions under Fed. R. Civ. P. 23(b)(3).

16. The Court preliminary finds that the following counsel fairly and adequately represent the interests of the Settlement Class and hereby conditionally appoints the The Miller Law Firm, P.C., Hagens Berman Sobol Shapiro, LLP , and Robins Kaplan, LLP as Proposed Co-Lead Class Counsel.

17. Having found that it will likely approve the Settlement and certify the Settlement Class for purposes of settlement with Defendants, the Court hereby directs Proposed Co-Lead Class Counsel to give notice of the Settlement to the Settlement Class.

18. The Court appoints Epiq as the Settlement Administrator. The Parties are hereby authorized to retain the Settlement Administrator to supervise and administer the Notice procedure.

19. The Settlement Administrator shall report to the Parties on a weekly basis the names of all Settlement Class Members who have submitted a request for

exclusion and provide copies of any and all written requests for exclusion, beginning thirty (30) days after the Notice Date.

20. The Settlement Administrator shall provide a list of all Settlement Class Members who have submitted a request for exclusion to Proposed Co-Lead Class Counsel no later than ten (10) days prior to the Fairness Hearing, and then file with the Court the list of all Settlement Class Members who have submitted a request for exclusion along with an affidavit attesting to the completeness and accuracy thereof no later than ten (10) days prior to the Fairness Hearing.

21. The Court has reviewed and finds that the content of the proposed forms of Notice attached as Exhibits A and B to the Settlement Agreement, which are to be displayed, along with the Settlement Agreement and its Exhibits, on the Settlement Website, satisfy the requirements of Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and Due Process and accordingly approves the Notice and Claim Form.

22. The Court further approves the proposed methods for giving notice of the Settlement to members of the Settlement Class, as reflected in the Settlement Agreement. The Court has reviewed the plan for distributing Notice to the Settlement Class and finds that the notice plan is the best notice practicable under the circumstances and that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice. The Court further finds that the notice plan is reasonably calculated, under the circumstances, to apprise the Settlement Class of

the pendency of this litigation and of their right to object to or exclude themselves from (as applicable) the proposed Settlement. The Court specifically approves the Parties' proposal that on an agreed upon date with the Settlement Administrator, but in no event more than sixty (60) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause individual Short Form Class Notice, substantially in the form attached to the Settlement Agreement as Exhibit A, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. The Court specifically approves the procedures set forth in the Settlement Agreement for identifying Settlement Class Members and notifying Settlement Class Members whose initial mailings are returned undeliverable. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy the requirements of Fed. R. Civ. P. 23(c)(2) and Fed. R. Civ. P. 23(e)(1) and Due Process. The Settlement Administrator shall complete the mailing of Short Form Notices no later than ninety (90) days after entry of this Order (the "Notice Date").

23. In conjunction with the above, FCA US will cause notice of this Settlement to be provided to the Attorney General of the United States and the attorneys general of each state or territory in which a Class Member resides ("CAFA Notice").

24. Proposed Co-Lead Class Counsel shall file their motion for attorneys' fees, costs, and service award for the class representative, and all supporting documentation and papers, by ninety (90) days from the entry of this Preliminary Approval Order.

25. All papers in support of Final Approval of the Settlement, except for any responses by Class Counsel regarding objections, shall be filed and served no later than fifteen days prior to the Final Fairness Hearing. Responses concerning objections shall be filed no later than fifteen (15) days prior to the Final Fairness Hearing.

26. Persons wishing to object to the proposed Settlement and/or be heard at the Fairness hearing shall follow the following procedure:

(a) To object, a member of the Settlement Class, individually or through counsel, must file a written objection with the Court, and must also serve a copy thereof upon each of the following, postmarked no later than 120 days after this Preliminary Approval Order:

Proposed Co-Lead Class Counsel:

E. Powell Miller (P39487)

Dennis A. Lienhardt (P81118)

THE MILLER LAW FIRM, P.C.

950 West University Drive, Suite 300

Rochester, Michigan 48307

Steve W. Berman

Shelby Smith

HAGENS BERMAN SOBOL SHAPIRO LLP

1301 Second Avenue, Suite 2000
Seattle, WA 98101

Stacey P. Slaughter
J. Austin Hurt
ROBINS KAPLAN LLP
800 LaSalle Avenue, Suite 2800
Minneapolis, MN 55402

Counsel for FCA US LLC:
Stephen A. D'Aunoy
KLEIN THOMAS LEE & FRESARD
100 N. Broadway, Ste. 1600
St. Louis, Missouri 63102

(b) Any objecting Settlement Class Member must include with his or her objection: (i) the case name and number, *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich.); (ii) their full name, current address, and current telephone number; (iii) the model year and VIN of their Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the attorney(s), if any, who represent the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of

the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the handwritten signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and (x) the date of the objection.

(c) In addition, any Class Member objecting to the Settlement will provide a list of any other objections submitted by them or their counsel to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member or their counsel have not made any such prior objection, the Class Member will affirmatively so state in the written materials provided with the objection.

(d) If the objecting Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class Member must so state in the objection and provide Proposed Co-Lead Class Counsel and Defense Counsel and file with the Clerk of the Court a notice of intention to appear no later than 120 days from the entry of this Order, or as the Court may otherwise direct. Any Class Member who does not state their intention to appear in accordance with the

applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

(e) A Settlement Member's compliance with the foregoing requirements does not in any way guarantee them the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections in the Fairness Hearing, will be in the sole discretion of the Court. Subject to this discretion, an objecting Settlement Class Member may appear, personally or by counsel, at the Fairness Hearing to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or incentive awards.

(f) The filing of an objection by a Settlement Class Member allows Proposed Co-Lead Class Counsel or Defendant's Counsel to notice such objector for, and take his, her, or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location

and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

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

(h) Any objecting Settlement Class Member who appeals a grant of Final Approval may be required to post an appeal bond.

(i) The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

(j) Any response to an objection must be filed with the Court no later than fifteen (15) days prior to the Fairness Hearing.

(k) Any Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed

Settlement and/or Class Counsel's motion for attorneys' fees and reimbursement of litigation expenses. Such Class Member shall forever be barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, or the requested attorneys' fees and litigation expenses, and otherwise from being heard concerning the Settlement, or the attorneys' fees and expenses request in this or any other proceeding, including by appeal or otherwise.

(l) Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement, the proposed Settlement or to the Attorneys' Fees and Expenses shall be compensated at the Settlement Class Member's expense.

27. All Settlement Class Members shall have the right to opt out of the Settlement Class at any time during the opt-out period. The opt-out deadline shall run until 150 days after issuance of this Preliminary Approval Order. Any Settlement Class Member who elects to opt out of the Settlement Class shall not: (i) be bound by any orders or judgments entered in this Action after the date of exclusion; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement. Any Settlement Class Member who wishes to opt out of the Settlement Class may do so by submitting a request for exclusion

(“Request for Exclusion”) to the Settlement Claims Administrator as provided in the Notice. To be effective, the Request for Exclusion must be sent via first-class U.S. mail and post-marked no later than 150 days after the date of this Preliminary Approval Order to the specified address and shall state: (i) state the Class Member’s full name and current address, (ii) provide the model year and Vehicle Identification Number (“VIN”) of their Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state their desire to be excluded from the Settlement and from the Settlement Class.

28. All Requests for Exclusion shall be in writing and shall be personally signed by the member of the Settlement Class who is opting out. No other person or entity may opt out for a Settlement Class Member or sign a request for exclusion. Opt Outs may be done on an individual basis only; so-called “mass” or “class” opt outs shall not be allowed.

29. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. Any member of the Settlement Class failing to properly and timely mail such a written Request for Exclusion shall be automatically included in the Settlement Class and shall be bound by all of the terms and provisions of the Settlement Agreement and by all proceedings, orders and

judgments in this Action, including but not limited to the release, and the Final Order and Judgment.

30. Settlement Class Members are preliminarily enjoined from: (i) filing, commencing, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, related to or arising out of the claims and causes of action of the facts and circumstances giving rise to this Action or the Released Claims; and (iii) attempting to affect Opt Outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims.

31. Upon Final Approval of the Settlement, all Settlement Class Members who do not timely and properly opt out of the Settlement shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully and completely

released, acquitted and discharged the Released Parties from all Released Claims as set forth in the Settlement Agreement, and the Action will be deemed dismissed with prejudice.

32. In the event that the Settlement Agreement is not finally approved, this Preliminary Approval Order shall be rendered null and shall be vacated, and all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement. If the Settlement Agreement is not finally approved, the Defendant and any other Releasees shall have retained any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). This Action shall thereupon revert immediately to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

33. The Court shall retain continuing jurisdiction over the Action, the Parties and the Settlement Class, and the administration, enforcement, and interpretation of the Settlement. Any unresolved disputes or controversies arising with respect to the Settlement shall be presented by motion to the Court, provided

however, that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights as described above.

34. Pending final determination of the Settlement Agreement, all proceedings in this Litigation other than settlement approval proceedings shall be stayed.

35. For ease of reference, the following schedule sets forth the deadlines related to the Notice required by this Order, Proposed Co-Lead Class Counsel's application for costs, fees, and incentive awards, Class Members' rights to object to or opt out of the Settlement, and the Fairness Hearing in which the Court will determine whether the Settlement should be granted Final Approval:

<u>Event</u>	<u>Date</u>
Class Notice Program Begins	60 days after Preliminary Approval Order
Class Notice Program Completed	90 days after Preliminary Approval Order
Deadline for Motion for Attorneys' Fees, Costs, and Incentive Awards	90 days after Preliminary Approval Order
Objection Deadline	120 days after Preliminary Approval Order
Opt-Out Deadline	150 days after Preliminary Approval Order
Deadline for Report from Settlement Administrator re: Notice Program and Motion for Final Approval	150 days after Preliminary Approval Order
Deadline for Motion for Final Approval of Settlement	150 days after Preliminary Approval Order

Fairness Hearing	180 days after Preliminary Approval Order
------------------	---

IT IS SO ORDERED.

Dated: _____

By: _____
Judge Stephen J. Murphy, III
United States District Judge

Exhibit D

Claims can be submitted electronically at [insert website].

CLAIM FORM

Bradley Crawford et al. v. FCA US, LLC, No. 2:20-cv-12341 (E.D. Mich.)

All Claims must be postmarked or submitted electronically by _____.

Five Steps to Make a Claim for Qualifying Repair(s), EGR Cooler-Related Out-of-Pocket Cost Reimbursement, and/or EGR Cooler Fire Payment

[1] Please provide the information in the spaces below:

First Name:

[illegible]

MI:

Last Name:

[illegible]

Address 1:

[illegible]

Address 2:

[illegible]

City:

[illegible]

State:

--	--

ZIP Code:

					-				
--	--	--	--	--	---	--	--	--	--

Email: (The Settlement Administrator may contact you about the Settlement by email.)

[illegible]

Phone:

--	--	--	--

−

--	--	--	--

−

--	--	--	--

Please provide your Vehicle Identification Number (“VIN”) and current vehicle mileage (mileage is not required if you no longer own/lease the vehicle).

VIN:

[illegible]

Mileage:

--	--	--	--	--	--

[2] Indicate the amount of the Qualifying Repair(s) and/or EGR Cooler-Related Out-of-Pocket Cost Reimbursement you are claiming and enclose the required corroborating documentation set forth below.

\$

--	--	--	--

 .

--	--

Documentation: You must include with the claim form a copy of a receipt and/or other documents showing:

- the amount(s) of the expense(s) for which you are seeking reimbursement (*i.e.*, expenses for a repair, rental car, towing service, and/or coolant costs);
- the date when you paid for the repair, rental car, towing service, and/or coolant;
- the amount paid (*e.g.*, receipt, credit card statement, bank statement); **and**
- the nature of the corresponding Qualifying Repair.

Note: You may request documentation from the dealership or repair shop where the repair was performed.

For more information or questions about submitting a Claim, please view the Class Notice at [insert website], or call the Settlement Administrator at [insert].

Claims can be submitted electronically at [\[insert website\]](#).

[3] Indicate whether your vehicle suffered a fire due to a failed EGR Cooler and enclose the required corroborating documentation set forth below. If you do not circle YES or NO, you will not receive payment for a vehicle fire.

YES

NO

Documentation: If you circled YES, you must include with the claim form documents showing:

- Proof of a fire (such as a police report, insurance report, or fire department report);
- Proof that the fire was caused by a failed EGR cooler (such as a police report, insurance report, fire department report, or vehicle repair record that mentions an EGR cooler or origin in the area of an EGR cooler); *and*
- Identification of the vehicle (including the VIN) and ownership.

[4] Sign and date.

I swear that all information supplied in and with this Claim Form, including any separate statement being provided, is true and correct to the best of my knowledge and belief. I agree to participate in the Settlement. I authorize any dealership or repair shop that serviced my vehicle to release records to FCA US. To the extent I am seeking reimbursement for an expense and do not have a receipt or other documentation for the corresponding cash payment, I attest that I (or a friend or family member) paid for the expense in cash, and I do not have a receipt or documentation for the payment.

Signature: _____

Date:

--	--	--	--	--	--	--	--

[5] Submit: Submit the completed and signed Claim Form with your documentation at [\[insert website\]](#) or mail it to the Settlement Administrator at the following address:

Crawford v. FCA US
[\[insert Settlement Admin. Address\]](#)

For more information or questions about submitting a Claim, please view the Class Notice at [\[insert website\]](#), or call the Settlement Administrator at [\[insert\]](#).