

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into as of this 27th day of September, 2024, by and among (1) Jennifer Bullard, Natalie Bush, Lynn Cohn, Raymond Darbenzio, James Davies, Liliana De La Torre, Loretta Flynn-Murphy, William Gilchrist, Jamie Gonzalez, Emily Harrell, Tom Herbener, Rodney Howard, Bill Liquori, Kelly McNew, Angela Pick, Sydney Postle, Lolitha Shepherd, and Jeffrey Wilbur (collectively, the “Named Plaintiffs” or “Class Representatives”), individually and as representatives of a Settlement Class defined below, and (2) Jaguar Land Rover North America, LLC (“JLRNA” or “Defendant”) (collectively, the “Parties”);

WHEREAS, on October 14, 2020, Loretta Flynn-Murphy, Kelly McNew, and Lynn Cohn filed a putative class action in the United States District Court for the District of New Jersey (the “Court”) against JLRNA on behalf of current and former owners and lessees of 2012 through 2017 model year 2.0 Liter Land Rover Range Rover Evoque; 2015 through 2017 model year 2.0 Liter Land Rover Discovery Sport; and 2013 through 2015 model year 2.0 Liter Land Rover LR2 vehicles equipped with a turbocharger. The Complaint alleges that the vehicles at issue contain an alleged defect that purportedly can lead to premature failure of the turbocharger (the “Alleged Defect”). The Complaint asserts various causes of actions alleging that JLRNA failed to disclose and adequately repair the

Alleged Defect. The civil action initiated by the complaint is known as Flynn-Murphy, et al. v. Jaguar Land Rover North America, LLC, et al., No. 2:20-cv-14464-MCA-JBC (D.N.J.) (the “Litigation”);

WHEREAS, on February 15, 2021, the Named Plaintiffs filed the First Amended Complaint in the Litigation, adding six new plaintiffs and asserting additional allegations in furtherance of the claims related to the Alleged Defect;

WHEREAS, on November 19, 2021, the Court issued an Order granting JLRNA’s motion to dismiss the First Amended Complaint;

WHEREAS, on January 18, 2022, the Named Plaintiffs filed a Second Amended Complaint in the Litigation, adding Jaguar Land Rover Automotive plc (“JLR plc”) and Jaguar Land Rover Limited (“JLR Limited”) as defendants (together with JLRNA, “Defendants”), adding twelve new plaintiffs, adding eleven new statutory claims (and dropping a breach of contract claim), and asserting additional allegations in furtherance of the claims related to the Alleged Defect;

WHEREAS, on November 21, 2022, the Court issued an Order granting in part and denying in part JLRNA’s motion to dismiss the Second Amended Complaint;

WHEREAS, on January 4, 2023, the Named Plaintiffs filed the Third Amended Complaint asserting additional allegations in furtherance of the claims related to the Alleged Defect;

WHEREAS, on February 14, 2023, the Court entered a Pretrial Scheduling Order under which the Parties served discovery demands, written objections thereto, and engaged in substantial meeting and conferrals regarding substantive responses;

WHEREAS, on July 28, 2023, the Court issued an Order granting in part and denying in part JLRNA's motion to dismiss portions of the Third Amended Complaint;

WHEREAS, on July 28, 2023, the Court issued an Order granting in part and denying in part JLR plc and JLR Limited's motion to dismiss the Third Amended Complaint;

WHEREAS, on August 11, 2023, JLR plc and JLR Limited filed a motion for reconsideration or, alternatively, for certification under 28 U.S.C. § 1292(b);

WHEREAS, on August 28, 2023, the Named Plaintiffs filed the Fourth Amended Complaint, which is the operative complaint in the Litigation;

WHEREAS, on November 27, 2023, the Parties undertook a day-long mediation session before Judge Diane M. Welsh, U.S.D.J. (Ret.) of JAMS after an exchange of mediation statements;

WHEREAS, on March 28, 2024, the Court issued an Order denying JLR plc and JLR Limited's motion for reconsideration or, alternatively, for certification under 28 U.S.C. § 1292(b);

WHEREAS, Class Counsel (defined in Paragraph 1.3) represents the Named Plaintiffs in the Litigation;

WHEREAS, Class Counsel and the Class Representatives have conducted an investigation into the facts and the law regarding the Litigation, have engaged in informal discovery, and have concluded that a settlement with JLRNA according to the terms set forth below is in the best interests of Named Plaintiffs and the Settlement Class (defined below);

WHEREAS, despite the denial of any liability or culpability and the belief that JLRNA has meritorious defenses to the claims alleged, JLRNA nevertheless has decided to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation without admission of liability;

WHEREAS, the Parties and their counsel recommend approval by the Court of the Settlement (defined below) set forth herein, and the Named Plaintiffs and Class Counsel recommend to Class Members (defined below) participation in the settlement set forth herein; and

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, and intending to be legally bound, it is agreed by and among the undersigned that the Litigation be settled, compromised, and dismissed with prejudice—without costs

as to the Class Representatives, the Settlement Class or Defendants except as provided for herein—on the following terms and conditions:

1. Definitions.

1.1 “Agreement” means this Settlement Agreement, including any exhibits hereto.

1.2 “Class” means all Class Members collectively.

1.3 “Class Counsel” means Carella Byrne Cecchi Brody & Agnello, P.C., and Seeger Weiss LLP.

1.4 “Class Member” means any Person who, as of the date of the execution of the settlement agreement, is a current or former owner or lessee of a Class Vehicle (defined below), sold and registered in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (a) the judge assigned to this lawsuit or the judge’s spouse; (b) the Defendant and all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest and all of their current employees, officers, directors, agents and representatives; (d) any Person acting as a used car dealer; (e) any Person who purchased a Class Vehicle for the purpose of commercial resale; (f) any Person who purchased a Class Vehicle with salvaged title and/or any insurance company that acquired a Class

Vehicle as a result of a total loss; (g) any insurer of a Class Vehicle; (h) any financing company; (i) any issuer of an extended vehicle warranty or service contract; (j) any Class Member who, prior to the date of the settlement agreement, settled with and released Defendant or any Releasee from any related released claims; (k) any owners or lessees who first purchased or leased a Class Vehicle ten (10) or more years after such Class Vehicle was registered for the first time; and (l) any owners or lessees of a Class Vehicle who first purchased or leased a Class Vehicle after it had been driven for more than 100,000 miles.

1.5 “Class Representative(s)” means Jennifer Bullard, Natalie Bush, Lynn Cohn, Raymond Darbenzio, James Davies, Liliana De La Torre, Loretta Flynn-Murphy, William Gilchrist, Jamie Gonzalez, Emily Harrell, Tom Herbener, Rodney Howard, Bill Liquori, Kelly McNew, Angela Pick, Sydney Postle, Lolitha Shepherd, and Jeffrey Wilbur.

1.6 “Class Vehicle(s)” means 2013–2016 model year Land Rover Range Rover Evoque, 2015–2017 model year Land Rover Discovery Sport, and 2013–2015 model year Land Rover LR2 vehicles sold in the United States and equipped with a brazed scroll turbocharger.¹

¹ For the avoidance of doubt, any vehicles not originally equipped with a brazed scroll turbocharger are not Class Vehicle(s). To facilitate the identification of Class Members, Defendant will provide the operative list of VINs associated

1.7 “Court” means the United States District Court for the District of New Jersey.

1.8 “Effective Date” shall have the meaning given to it in Paragraph 15 below.

1.9 “Party” means a Class Representative or JLRNA, and “Parties” means the Class Representatives and JLRNA.

1.10 “Past Repair(s) or Replacement(s)” means one or more repairs or replacements of turbochargers and/or engines damaged as a result of a turbocharger failure in Class Vehicles that was (1) not covered by the time and/or mileage limitations of the New Vehicle Limited Warranty (i.e., the repair or replacement occurred *after* the vehicle had exceeded the New Vehicle Limited Warranty time and/or mileage limit(s)), and (2) completed *prior to* the time when a Settlement Class Member qualifies for the extended warranty benefits provided by the Settlement.

1.11 “Person” means any individual or entity.

1.12 “Releasee(s)” shall refer jointly and severally, individually and collectively to JLRNA, Jaguar Land Rover Limited, Jaguar Land Rover Holdings Limited, Jaguar Land Rover PLC, Jaguar Land Rover Automotive PLC, TML

with the Class Vehicles to S&P Global and Plaintiffs’ counsel, and will make this VIN list available for the Court’s in camera inspection at the Court’s request.

Holdings Pte. Limited, Tata Motors Limited, and their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, authorized retailers, 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, 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.

1.13 “Releasers” shall refer jointly and severally, individually and collectively to the Class Representatives, the Settlement Class Members, their future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, 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 Releaser.

1.14 “Settlement” means the resolution set forth in this Settlement Agreement.

1.15 “Settlement Class” means all Settlement Class Members collectively.

1.16 “Settlement Class Member” means any member of the Class who has not elected to be excluded from the Class.

2. Certification of the Settlement Class.

2.1 The Parties stipulate and agree that, for the purposes of the Settlement set forth herein only, and subject to Court approval, the following settlement class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure and should be certified:

All Persons who, as of the date of the execution of the settlement agreement, are current or former owners or lessees of a Class Vehicle sold and registered in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (a) the judge assigned to this lawsuit or the judge’s spouse, (b) the Defendant and all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest and all of their current employees, officers, directors, agents and representatives; (d) any Person acting as a used car dealer; (e) any Person who purchased a Class Vehicle for the purpose of commercial resale; (f) any Person who purchased a Class Vehicle with salvaged title and/or any insurance company that acquired a Class Vehicle as a result of a total loss; (g) any insurer of a Class Vehicle;

(h) any financing company; (i) any issuer of an extended vehicle warranty or service contract; (j) any Class Member who, prior to the date of the settlement agreement, settled with and released Defendant or any Releasee from any related released claims; and (k) any owners or lessees who first purchased or leased a Class Vehicle ten (10) or more years after such Class Vehicle was registered for the first time; (l) any owners or lessees of a Class Vehicle who first purchased or leased a Class Vehicle after it had been driven for more than 100,000 miles; and (m) any Settlement Class Member that files a timely and proper request for exclusion from the Settlement Class that is approved by the Court.

2.2 The Parties stipulate and agree that, for the purposes of the Settlement set forth herein only, and subject to Court approval, the Class Representatives shall serve as the representatives of the Class and Class Counsel shall be appointed as counsel for the Class.

3. Consideration for Settlement. As consideration for the Settlement set forth herein, JLRNA will provide to Settlement Class Members certain warranty and reimbursement benefits as set forth herein and bear the costs of the administration and notice of the Settlement.

3.1 Warranty Extension Benefits.

3.1.1 Turbocharger Warranty Extension. On or before the Effective Date (defined in Paragraph 15), JLRNA shall extend its New Vehicle Limited Warranty to cover, in whole or in part, turbocharger repairs or

replacements in Class Vehicles, performed by authorized Land Rover retailers only, subject to the time and mileage parameters set forth below:

Year	Mileage	Turbocharger Warranty Extension (Extent of cost coverage)
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9 (i.e., 96–108 months)	80,001 to 90,000	60%
10 (i.e., 108–120 months)	90,001 to 100,000	50%

- (i) To qualify for the 100% level of extended warranty coverage, the Class Vehicle must both have been in service for eight (8) years (i.e., 96 months) or less and have been driven for 80,000 miles or less at the time (1) the turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the turbocharger is repaired or replaced (whichever occurs first).

(ii) To qualify for the 60% level of extended warranty coverage, the Class Vehicle must both have been in service for nine (9) years (i.e., 108 months) or less and have been driven for 90,000 miles or less at the time (1) the turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the turbocharger is repaired or replaced (whichever occurs first).²

(iii) To qualify for the 50% level of extended warranty coverage, the Class Vehicle must both have been in service for ten (10) years (i.e., 120 months) or less and have been driven for 100,000 miles or less at the time (1) the turbocharger failure is diagnosed by an authorized Land Rover retailer in a document

² For the avoidance of doubt, eligible repairs or replacements performed during a single visit to an authorized Land Rover retailer may qualify for only one level of extended warranty coverage available under Paragraph 3.1.1—namely, the highest level of extended warranty coverage for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

contemporaneous with such failure or (2) the turbocharger is repaired or replaced (whichever occurs first).³

3.1.2 Warranty Extension for Associated Engine Damage.

3.1.2.1 On or before the Effective Date (defined in Paragraph 15), JLRNA shall extend its New Vehicle Limited Warranty to cover, in whole or in part, repairs or replacements, performed by authorized Land Rover retailers only, of engines that are damaged as a result of a turbocharger failure in a Class Vehicle, subject to the time and mileage parameters set forth below:

Year	Mileage	Warranty Extension for Associated Engine Damage (Extent of Cost Coverage)
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9–10 (i.e., 96–120 months)	80,001 to 100,000	30%

³ For the avoidance of doubt as to the effect of the requirement (in this subsection and elsewhere) that the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement, if a Class Vehicle had been, at the time of the requisite repair or diagnosis at issue, in service for more than ten (10) years (i.e., 120 months) or driven for more than 100,000 miles, then such repair is not eligible for extended warranty coverage or reimbursement.

- (i) To qualify for the 100% level of extended warranty coverage, the Class Vehicle must both have been in service for eight (8) years (i.e., 96 months) or less and have been driven for 80,000 miles or less at the time (1) the engine damage as a result of a turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the engine is repaired or replaced as a result of a turbocharger failure (whichever occurs first).
- (ii) To qualify for the 30% level of extended warranty coverage, the Class Vehicle must both have been in service for 9 to 10 years (i.e., 96–120 months) or less and have been driven for 100,000 miles or less at the time (1) the engine damage as a result of a turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the engine is repaired or

replaced as a result of a turbocharger failure
(whichever occurs first).

3.1.3 Additional Warranty Extension Provisions.

3.1.3.1 Notwithstanding the foregoing mileage and time limitations set forth in sections 3.1.1 and 3.1.2, JLRNA shall provide a separate warranty on the redesigned replacement turbocharger to be used for such extended warranty repairs, subject to the terms of JLRNA's standard parts warranty, for a total of 12 months/12,500 miles from the date of replacement (whichever occurs first).

3.1.3.2 Other than the extended time and mileage periods set forth in Paragraphs 3.1.1 and 3.1.2, the terms, requirements, and limitations in JLRNA's New Vehicle Limited Warranty shall remain in effect.

3.1.3.3 The extended warranty set forth in Sections 3.1.1 and 3.1.2 of this Agreement are transferable to subsequent owners and lessees of Class Vehicles, subject to the limitations herein, including the time in service and mileage limitations.

3.2 Reimbursement Benefits.

3.2.1 Reimbursements for Turbocharger Repairs and Replacements.

3.2.1.1 JLRNA shall (subject to the cap described below) provide reimbursement to a Settlement Class Member for out-of-pocket costs incurred, prior to the date the warranty extension provided for in Section 3.1 goes into force, as a result of the repair or replacement of a turbocharger in a Class Vehicle, subject to the time and mileage parameters set forth below and, if applicable, the limitations described in Paragraph 3.2.1.2:

Year	Mileage	Maximum Reimbursement Percentage
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9 (i.e., 96–108 months)	80,001 to 90,000	60%
10 (i.e., 108–120 months)	90,001 to 100,000	50%

- (i) To qualify for the 100% level of maximum reimbursement, the Class Vehicle must both have been in service for eight (8) years (i.e., 96 months) or less and have been driven for 80,000 miles or less at the time (1) the turbocharger failure is diagnosed by an authorized Land Rover retailer in a document

contemporaneous with such failure or (2) the turbocharger is repaired or replaced (whichever occurs first).

(ii) To qualify for the 60% level of maximum reimbursement, the Class Vehicle must both have been in service for nine (9) years (i.e., 108 months) or less and have been driven for 90,000 miles or less at the time (1) the turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the turbocharger is repaired or replaced (whichever occurs first).⁴

(iii) To qualify for the 50% level of maximum reimbursement, the Class Vehicle must both have been in service for ten (10) years (i.e., 120 months) or less and have been driven for

⁴ For the avoidance of doubt, eligible out-of-pocket costs incurred during a single repair visit may qualify for only one level of maximum reimbursement available under Paragraph 3.2.1.1—namely, the highest level of maximum reimbursement for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

100,000 miles or less at the time (1) the turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the turbocharger is repaired or replaced (whichever occurs first).

3.2.1.2 A monetary cap of \$3,750.00 shall be applicable to reimbursement of Past Repairs or Replacements of turbochargers. This cap shall be applicable to repairs or replacements performed by either an authorized Land Rover dealer or an independent repair facility (“IRF”).

3.2.2 Reimbursements for Engines.⁵

3.2.2.1 JLRNA shall (subject to the cap described below) provide reimbursement to a Settlement Class Member for out-of-pocket costs incurred, prior to the Effective Date, for a repair or replacement of an engine in a Class Vehicle that is damaged as a result of a turbocharger failure, subject to the time and mileage parameters set forth below and, if applicable, the limitations described in Paragraph 3.2.2.2:

⁵ For the avoidance of doubt, for purposes of Sections 3.2.1 and 3.2.2, eligible out-of-pocket costs incurred during a single repair visit may qualify for only one level of maximum reimbursement—namely, the highest level of maximum reimbursement for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

Year	Mileage	Maximum Reimbursement Percentage
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9–10 (i.e., 96–120 months)	80,001 to 100,000	30%

(i) To qualify for the 100% level of maximum reimbursement, the Class Vehicle must both have been in service for eight (8) years (i.e., 96 months) or less and have been driven for 80,000 miles or less at the time (1) the engine damage as a result of a turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the engine is repaired or replaced as a result of a turbocharger failure (whichever occurs first).⁶

(ii) To qualify for the 30% level of maximum reimbursement, the Class Vehicle must both

⁶ For the avoidance of doubt, eligible out-of-pocket costs incurred during a single repair visit may qualify for only one level of maximum reimbursement available under Paragraph 3.2.2.1—namely, the highest level of maximum reimbursement for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

have been in service for 9 to 10 years (i.e., 96–120 months) or less and have been driven for 100,000 miles or less at the time (1) the engine damage as a result of a turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) the engine is repaired or replaced as a result of a turbocharger failure (whichever occurs first).

3.2.2.2 A monetary cap of \$12,000.00 shall be applicable to reimbursement of Past Repairs or Replacements of engines. This cap shall be applicable to repairs or replacements performed by either an authorized Land Rover dealer or an IRF.

3.2.3 Eligibility for Reimbursement Benefits.

3.2.3.1 To qualify for reimbursement pursuant to Paragraphs 3.2.1 or 3.2.2, the Settlement Class Member must timely submit a completed Claim Form. Such Claim Form shall be materially the same as Exhibit C to this Agreement and will be available on the Settlement Website. Upon the request of a Class Member, the Settlement Administrator will also send a blank Claim Form to such Class Member by U.S. mail.

3.2.3.2 In addition to a completed Claim Form, to qualify for reimbursement pursuant to Paragraphs 3.2.1 or 3.2.2, the Settlement Class Member must include and submit, with a completed Claim Form, documentation or other proof providing: (i) that the Settlement Class Member was an owner or lessee of the Class Vehicle when the out-of-pocket costs were incurred, (ii) that the turbocharger failed, (iii) the time period in which the turbocharger failed, (iv) payment and the amount of out-of-pocket costs that the Settlement Class Member paid for any repairs or replacements (including associated engine repairs or replacements), (v) the transaction date for or approximate time of the repair or purchase of the replacement part(s), and (vi) if reimbursement is claimed for the repair or replacement of an engine, that such repair or replacement was necessary as the result of a turbocharger failure, provided that, in the absence of documentation to the contrary, it will be presumed that such proof is sufficient if an engine repair or replacement is performed contemporaneously with the repair or replacement of a turbocharger. If a repair order contains all of the foregoing information, then a single repair order is sufficient. Documentation can include copies of invoices, and/or other records of vehicle service, receipts, credit card statements, bank account records, mobile payment application (e.g., Venmo, CashApp, Zelle) records, a cancelled check, and/or a Settlement Class Member's vehicle registration, vehicle title or vehicle insurance. Multiple documents may be submitted with a Settlement Class

Member's Claim Form to collectively satisfy these proof requirements. If the Settlement Class Member has not retained a copy of the repair order, the Settlement Class Member must contact the repair facility and request a duplicate or re-printed copy of the repair order. If after making this request of the repair facility, the Settlement Class Member still is unable to provide a repair order with their claim, the Settlement Class Member must provide an explanation for the repair order's unavailability, including whether the Settlement Class Member contacted the repair facility to request a duplicate or re-printed copy of the repair order, the name, address, and phone number of the repair facility that the Settlement Class Member contacted, and when the Settlement Class Member contacted the repair facility.

3.2.3.3 For the avoidance of doubt, only out-of-pocket expenses will be reimbursed pursuant to this Agreement. As a result, any reimbursement pursuant to this Agreement will not include the amount of any goodwill compensation or other reimbursement received by the Settlement Class Member, from whatever source (including insurers and providers of extended warranties and service contracts). For purposes of Sections 3.2.1 and 3.2.2, out-of-pocket reimbursement will be applicable to both parts and labor

and will depend on a timely and complete reimbursement claim (as described above and below).⁷

3.2.3.4 No reimbursement will be available if the Service Records or other documents clearly establish that the qualifying repair or replacement was required because of a collision, accident, vandalism, or substantial failure to adhere to the applicable maintenance schedule or customer abuse. The Settlement Class Member must timely submit, as part of the Claim Form, a statement, signed under penalty of perjury, attesting that the Settlement Class Member does not believe that the qualifying repair or replacement of a turbocharger was required solely because of a collision, accident, vandalism, or substantial failure to adhere to the applicable maintenance schedule or customer abuse. If a claim is denied based on a finding that the qualifying repair or replacement was required because of a collision, accident, vandalism, or substantial failure to adhere to the applicable maintenance schedule or customer abuse based on records not provided by the Settlement Class Member (see Section 5.2.4 regarding such circumstances), such documentation shall be provided to the Settlement Class Member and Settlement Class Counsel with any notification of claim determination.

⁷ By way of example, if a repair invoice indicates that the cost of the repair at issue is \$1,000 and the dealer (or JLRNA) applied \$400 of goodwill and thereby reduced the out of pocket cost to \$600, then the maximum reimbursement is \$600.

3.2.3.5 A claim will not be eligible for reimbursement if the turbocharger or engine that required repair or replacement was not original equipment (i.e., equipment installed in a new Settlement Class Vehicle at the factory) unless the Settlement Class Vehicle had received a replacement brazed-scroll turbocharger, in which case it is eligible for reimbursement along with associated engine repair or replacement costs described in Section 3.2.2, if any, to the extent that such costs were incurred due to the failure of that turbocharger.

4. Time for Submitting Claims. Claims for reimbursement, including any necessary documentation, must be: (i) postmarked, or filed through an online portal, within ninety (90) days of the date that the Court's Final Order and Judgment granting final approval of the Settlement Agreement is entered on the court docket and (ii) received by the Settlement Administrator (identified in Paragraph 5.1) within one hundred twenty (120) days of this date ("Claim Submission Deadline").

5. Settlement Administration.

5.1 JLRNA shall retain a third-party settlement administrator ("Settlement Administrator"), which shall be chosen by JLRNA, subject to Class Counsel's consent which shall not be unreasonably withheld.

5.2 The Settlement Administrator, will administer the settlement in accordance with the following protocol:

5.2.1 By the Claim Submission Deadline set forth in Paragraph 4, Settlement Class Members shall submit a claim by mailing or filing through an online portal a completed and executed Claim Form and the required documentation to the Settlement Administrator at the address or web address provided on the Claim Form. For a single repair or replacement, each Settlement Class Member (or “Submitter”) may submit only one Claim Form; provided that, if a Settlement Class Member seeks reimbursement for more than one repair or replacement, a separate Claim Form should be submitted for each.

5.2.2 The Settlement Administrator will review the Claim Form and all supporting documentation provided by the Settlement Class Member to determine the eligibility of the Claim under the terms and requirements of the Settlement Agreement, and to otherwise determine whether any Claims are fraudulent and should be denied.

5.2.3 Within sixty (60) days of the later of: (i) the Claim Submission Deadline, or (ii) receipt by the Settlement Administrator of a completed and final Claim Form, the Settlement Administrator will send to the Class Counsel and Counsel for JLRNA both (a) the Settlement Administrator’s tentative reimbursement amount for each Settlement Class Member who submitted

a Claim Form (“Submitter”) and the Settlement Administrator tentatively determined is entitled to reimbursement, and (b) the documentation supporting the Settlement Administrator’s tentative reimbursement determination.

5.2.4 Within forty-five (45) days of receiving the Settlement Administrator’s tentative reimbursement determination as set forth in Paragraph 5.2.3, JLRNA may object to a tentative reimbursement determination by providing the basis for such objection in writing along with any and all documents on which JLRNA bases its objection to Class Counsel, with notice to the Settlement Administrator of the relevant claims so that processing of these claims will be paused.

5.2.5 Within thirty (30) days of receiving an objection to the Settlement Administrator’s tentative reimbursement determination as set forth in Paragraph 5.2.4, JLRNA and Class Counsel shall meet and confer in good faith in an effort to resolve any disputes and advise the Settlement Administrator of the outcome of the meet and confer.

5.3 If the meet and confer procedure set forth under Paragraph 5.2.5 does not resolve the objection to the Settlement Administrator’s tentative reimbursement determination, the objection shall be submitted to Judge Diane Welsh, U.S.D.J. (Ret.) of JAMS (or such other third party that all the Parties agree upon) (hereinafter “Neutral”). The Neutral shall make a reimbursement

determination based on the requirements for reimbursement (or reimbursement amount) set forth in Paragraph 3.2. The applicable evidentiary standard for JLRNA's objection shall be a "preponderance of the evidence" standard. All costs imposed by the Neutral associated with the referral to the Neutral will be borne by JLRNA. The decision of the Neutral shall be final, and no appeal shall be permitted from the Neutral's decision.

5.3.1 By the latest of: (i) one hundred twenty (120) days after the Claim Submission Deadline, (ii) one hundred twenty (120) days after receipt by the Settlement Administrator of a completed and final Claim Form, (iii) thirty (30) days after receipt by the Settlement Administrator of the Parties' mutually agreeable resolution of JLRNA's objection to the Settlement Administrator's tentative reimbursement determination, (iv) thirty (30) days after receipt by the Settlement Administrator of the Neutral's decision on JLRNA's objection to the Settlement Administrator's tentative reimbursement determination, or (v) thirty (30) business days after the Effective Date of the Agreement (defined in Paragraph 15), the Settlement Administrator will send to the Settlement Class Member who submitted a Claim Form ("Submitter") either: a reimbursement check or a written denial of the claim sent via mail and email.

5.3.2 Unless JLRNA (or the Settlement Administrator) determines that the claim was untimely pursuant to the Claim Submission Deadline

set forth in Paragraph 4, the Settlement Class Member shall have the opportunity to cure any deficiency stated in the written denial of a claim provided that the Submitter cures such deficiency with a written submission that is (i) postmarked or filed through an online portal within thirty (30) days of the date of such written denial and (ii) received by the Settlement Administrator within sixty (60) days of the date of such written denial.

5.3.3 If, pursuant to Paragraph 5.3.2, a Settlement Class Member submits a written corrective submission that purports to correct a deficiency, and if the Settlement Administrator concludes that such submission fails to cure the alleged deficiency, the Settlement Administrator will provide the Submitter with a written notification of that determination (“Final Determination”) within forty-five (45) days after receiving the Submitter’s written explanation.

5.3.4 The Settlement Administrator shall provide on a bi-weekly basis (i.e., every two (2) weeks) Class Counsel with a list of all claim denials, indicating the decision on the claim and the basis for any denial. Upon the request of Class Counsel, the Settlement Administrator will provide Class Counsel with all documents submitted in connection with a denied claim. If any disputes between JLRNA and Class Counsel regarding a claim denial arise, JLRNA and Class Counsel shall meet and confer in an effort to resolve the disputes.

The Settlement Administrator will provide bi-weekly reports on all claims received and such other reports and access to other information, including claims submissions, as requested by the Parties.

6. Procedures Available If The Settlement Administrator Denies A Class Member's Claim.

6.1 Unless the Settlement Administrator determines either (i) that the claim was untimely pursuant to the Claim Submission Deadline set forth in Paragraph 4 or (ii) that any attempt by the Submitter to cure a deficiency was untimely pursuant to Paragraph 5.3.2, a Settlement Class Member whose claim is denied may request attorney review. The request for attorney review must be in writing and must be transmitted to Class Counsel within fifteen (15) calendar days of the later of the date of the claim denial letter described in Paragraph 5.3.1 or the date of the Final Determination (if any) described in Paragraph 5.3.3. Upon receiving such request, Class Counsel and counsel for JLRNA shall meet and confer in good faith to resolve the disputed claim.

6.2 Class Counsel may request review of any claims and all supporting documentation of any claim that was denied in whole or in part (i.e., the claim was denied completely or the award is less than initially sought by the claim). If, upon review, Class Counsel believes that the denial was made in error, Class Counsel and counsel for JLRNA shall meet and confer in good faith to

determine whether the denial should stand or the claim should instead be approved or the amount of the award increased. If Class Counsel and counsel for JLRNA agree that the claim should be approved, they will notify the Settlement Administrator of the agreement so that a corrected notice can be sent to the Submitter.

7. Confirmatory Discovery. As part of the confirmatory discovery process, JLRNA has agreed to produce to Class Counsel, subject to a Confidentiality Order, data regarding nationwide (1) sales of Class Vehicles; (2) warranty claim rates for turbochargers in Class Vehicles; (3) future projected claim rates for turbochargers in Class Vehicles; and (4) the average cost of the repair or replacement of turbochargers in Class Vehicles.

8. Obtaining Court Approval of the Agreement.

8.1 Upon full execution of this Agreement, the Parties shall take all necessary steps to obtain an order from the Court substantially in the form of Exhibit D hereto granting preliminary approval of the Settlement, approving the forms and methods of notice to the Class, and authorizing the dissemination of notice to the Class.

8.2 If the Court does not preliminarily approve the Settlement, the Agreement shall terminate and be of no force or effect, unless the Parties

voluntarily agree to modify this Agreement in the manner necessary to obtain approval.

9. Withdrawal from Settlement.

9.1 If any of the following conditions outlined below in Paragraphs 9.1.1 through 9.1.5 occur and either (i) all Class Representatives or (ii) JLRNA gives notice that such Party or Parties wish to withdraw from this Agreement, then this Agreement shall terminate and be null and void:

9.1.1 any objections to the proposed Settlement are sustained, which results in changes to the Settlement described in this Agreement that the withdrawing Party deems in good faith to be material (e.g., because it significantly increases the cost of settlement or significantly deprives the withdrawing Party of a benefit of the Settlement);

9.1.2 any attorney general or other Person is allowed to intervene in the Litigation and such intervention results in changes to the Settlement described in this Agreement that the withdrawing Party deems in good faith to be material (e.g., because it significantly increases the cost of settlement or significantly deprives the withdrawing Party of a benefit of the Settlement);

9.1.3 the preliminary or final approval of the Settlement described in this Agreement results in changes that the withdrawing Party did not agree to and that the withdrawing Party deems in good faith to be material (e.g.,

because it significantly increases the cost of settlement or significantly deprives the withdrawing Party of a benefit of the Settlement);

9.1.4 more than 4% of the Class Members exclude themselves from the Settlement described in this Agreement; or

9.1.5 the final approval of this Agreement is (i) substantially modified by an appellate court and the withdrawing Party deems any such modification in good faith to be material (e.g., because it significantly increases the cost of settlement or significantly deprives the withdrawing Party of a benefit of the Settlement) or (ii) reversed by an appellate court.

10. Notice.

10.1 A copy of the Postcard Class Notice substantially in the form attached hereto as Exhibit A, shall be mailed by first class mail to every Class Member who is reasonably ascertainable by using S&P Global Automotive (formerly known as IHS Markit), or a similar vendor agreeable to the Parties, which will compile the list of Class Members by requesting vehicle registration information from all fifty (50) States and the District of Columbia. Such mailing shall be completed, at the sole expense of JLRNA, not less than forty-five (45) days before the date by which objections to the Agreement and requests for exclusion from the Settlement Class are due, provided that JLRNA shall have at

least one hundred and twenty (120) days from entry of the Court's preliminary approval of this Settlement to initiate such mailing.

10.2 The Settlement Administrator shall be responsible for mailing the Postcard Class Notice to Class Members and will, before mailing the Postcard Class Notice to Class Members conduct data normalization of addresses, run addresses through the NCOA database, and update the list of addresses as necessary, and will forward the Postcard Class Notice to forwarding addresses as necessary, and will conduct skip tracing of undeliverable Postcard Class Notices as necessary.

10.3 The Settlement Administrator will establish and maintain a website dedicated to the Settlement ("Settlement Website") and a toll-free customer service number that Class Members may call to access recorded messages and to speak with a live customer service person.

10.4 The Long Form Class Notice shall be available on the Settlement Website. Upon the request of a Class Member, the Settlement Administrator will send the Long Form Class Notice to such Class Member by e-mail and/or U.S. mail.

10.5 The Long Form Class Notice shall provide a procedure whereby Class Members may exclude themselves from the Settlement Class by mailing a completed request for exclusion. To the extent that a valid request for

exclusion has not been timely received with respect to a particular Class Member, such Class Member shall be a Settlement Class Member and shall be bound by the terms of this Agreement and every order or judgment entered relating to this Agreement.

10.6 The Long Form Class Notice shall provide a procedure for Class Members to object to the Settlement set forth herein and/or to the attorneys' fees and expenses and incentive awards for which Class Counsel will petition the Court.

11. Objections by Settlement Class Members.

11.1 The Parties will request that the Court enter an Order requiring any Settlement Class Member who wishes for any objection to be considered to submit a written notice of objection no later than forty-five (45) days after the deadline to mail the Postcard Class Notice. To state a valid objection to the Settlement Agreement, an objecting Settlement Class Member must provide the following information in his, her, or its written objection: (i) his/her/its full name, current address, and current telephone number; (ii) the model, model year of his/her/its Class Vehicle(s); (iii) the Vehicle Identification Number of his/her/its Class Vehicle(s); (iv) proof of ownership or lesseeship of the Class Vehicle(s); (v) a statement of the position(s) the objector wishes to assert, including the factual

and legal grounds for the position; and (vi) copies of any other documents the objector wishes to submit in support of his/her/its position.

11.2 In addition, any Settlement Class Member objecting to the Settlement Agreement shall provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in any court in the United States in the previous five years, he/she/it shall affirmatively so state in the written materials provided in connection with the objection.

11.3 Any Settlement Class Member who has not filed an objection in complete accordance with the deadlines and other specifications set forth in the Long Form Class Notice and the Settlement Agreement will be deemed to have waived any objections to the Settlement Agreement.

11.4 If the objecting Settlement Class Member intends to appear, in person or by counsel, at the final approval hearing held by the Court to show cause why the Settlement Agreement should not be approved as fair, reasonable, and adequate or to object to any petition for attorneys' fees, reimbursement of expenses, and incentive awards, the objecting Settlement Class Member must so

state in the objection it submits by the deadline for objections. The objecting Settlement Class Member must also include copies of any papers, exhibits, or other evidence and the identity of any witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the final approval hearing.

11.5 Any Settlement Class Member who does not state his/her/its intention to appear in complete accordance with the deadlines and other specifications set forth in the Long Form Class Notice and the Settlement Agreement can be barred from speaking or otherwise presenting any views at the Court's final approval hearing.

11.6 The Parties will request that the Court enter an Order providing that (i) the filing of an objection allows Settlement Class Counsel or counsel for JLRNA to notice such objecting person for, and take, his/her/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; (ii) failure by an objector to make himself/herself/itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard; and (iii) 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.

11.7 The foregoing procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members.

12. Class Counsel will provide Defendant and the Settlement Administrator five (5) days notice before undertaking any initial or subsequent public statements about the Settlement.

13. Incentive Awards and Attorneys' Fees and Expenses.

13.1 Named Plaintiffs will file a motion seeking an award, subject to Court approval, of (i) incentive awards to the Class Representatives; (ii) attorneys' fees to Class Counsel; and (iii) attorneys' expenses to Class Counsel. JLRNA has the right to file an opposition to such motion. The motion, any supporting brief, any opposition brief, and any reply thereto shall be filed in accordance with the schedule set forth in the proposed Preliminary Approval Order, attached as Exhibit D.

13.2 Within thirty (30) business days after the Effective Date of this Agreement (defined in Paragraph 15) and JLRNA's receipt of Class Counsel's

complete wiring instructions and W-9 documentation, JLRNA shall make payment of the incentive awards and attorneys' fees and expenses, in the amounts set forth in Paragraphs 13.1 and 13.2, to the extent approved by the Court in an order ("Attorneys' Fees Order") that has become final. The Attorneys' Fees Order will become final in that the time for appeal has expired or, if an appeal is taken and the Attorneys' Fees Order is affirmed, the time period during which further petition for hearing, appeal or writ of certiorari can be taken has expired. If the Attorneys' Fees Order is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Attorneys' Fees Order shall not be considered "final."

13.3 For the avoidance of doubt, if, as a result of any successful collateral attack (or for any other reason), the amounts of attorneys' fees or expenses awarded are reduced, appropriate refunds or repayments, including interest accrued, shall be returned to JLRNA.

13.4 The Parties shall request that the Court consider the procedure for and the grant or denial or allowance or disallowance by the Court of the award of incentive awards and attorneys' fees and expenses separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth herein, although any such separate consideration may be part of the same settlement approval hearing; and any order or proceedings relating to the award of

incentive awards and attorneys' fees and expenses, or any appeal from any order related thereto or reversal or modification thereof, shall not operate to terminate this Agreement or affect or delay the finality of any judgment approving the Settlement set forth herein.

13.5 Except as provided in Paragraphs 13.1 through 13.4, JLRNA shall not be liable for any incentive awards, attorneys' fees, or expenses of Class Counsel, the Class Representatives, or any Class Member in connection with the Litigation.

14. Final Judgment; Release of Claims.

14.1 Upon the Court's final approval of this Settlement Agreement and the Settlement set forth herein, the Parties shall request that a final judgment order be entered that dismisses the claims for the Settlement Class Members with prejudice ("Final Judgment Order") and retains exclusive jurisdiction to resolve any future disputes arising out of the terms and conditions of this Agreement and the Settlement set forth herein.

14.2 As of the Effective Date of this Agreement (as defined in Paragraph 15), the Releasers shall be deemed to hereby fully and irrevocably release, waive, and discharge the Releasees, whether or not specifically named herein, from any and all past, present, and future liabilities, claims, causes of action (whether in contract, tort or otherwise, including statutory, common law, property,

declaratory and equitable claims), damages, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, or suspected or unsuspected that (i) were or could have been asserted in the Litigation relating to or concerning the Alleged Defect in Class Vehicles or (ii) that were or could have been asserted in any other complaint, action, or litigation in any other court or forum and relate to or concern the Alleged Defect in Class Vehicles or the transactions, actions, conduct or events that are the subject of the Litigation regarding the Class Vehicles and the Alleged Defect in Class Vehicles ("Released Claims"); provided that the Released Claims shall include any unknown claims concerning the Alleged Defect in one or more Class Vehicles that a Settlement Class Member does not now know to exist which, if known, might have affected the Settlement Class Member's decision regarding the settlement of the Litigation; provided further that the Class Representatives acknowledge that they and the other Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release but the Released Claims shall nonetheless be deemed to include any and all Released Claims without regard to the existence of such different or additional facts concerning each of the Releasees.

Notwithstanding the foregoing, no claims are released hereunder: (a) for personal injury; (b) for damage to property other than a Class Vehicle; (c) that pertain to

the turbocharger in a Class Vehicle to the extent that such Class Vehicle, at the time of the repair(s) or replacement(s) of such turbocharger, had been in service for more than ten (10) years or driven for more than 100,000 miles; or (d) that pertain to anything other than the Class Vehicles and the Alleged Defect in Class Vehicles.

14.3 The Class Representatives, on behalf of themselves and all Settlement Class Members, hereby waive any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code or any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

Certain Claims Not Affected By General Release: A general release does not extend to claims which the creditor 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.

Although the release granted under this Agreement is not a general release, the Class Representatives on behalf of themselves and the Settlement Class Members nonetheless expressly acknowledge that, to the extent permitted by law, they are waiving the protections of Section 1542 and of any comparable statutory or common law provision of any other jurisdiction.

15. Effective Date of the Agreement.

15.1 The Effective Date of this Agreement shall be the first day after which all of the following events and conditions of this Agreement have been met or have occurred:

15.1.1 All of the Parties' representatives or counsel listed below have executed this Agreement;

15.1.2 The Court has preliminarily approved the Settlement embodied in this Agreement and authorized the dissemination of notice to the Class Members by entry of an order substantially in the form of Exhibit D hereto;

15.1.3 The Court has entered the Final Judgment Order; and

15.1.4 The Final Judgment Order has become final in that the time for appeal has expired or, if an appeal is taken and the Final Judgment Order is affirmed, the time period during which further petition for hearing, appeal or writ of certiorari can be taken has expired. If the Final Judgment Order is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Judgment Order shall not be considered "final."

16. No Admission of Liability.

16.1 The Parties understand and acknowledge that (i) Defendants deny any liability and further deny that the Class Vehicles contain the Alleged

Defect and (ii) this Agreement constitutes a compromise and settlement of disputed claims.

16.2 This Agreement, acts performed in furtherance of the Agreement or the Settlement set forth herein, and documents executed in furtherance of the Agreement or the Settlement set forth herein, may not be deemed or used as evidence of an admission supporting: (i) the validity of any claim made by the Class Representatives, Settlement Class Members, or Class Counsel; (ii) any wrongdoing or liability of any Releasee; or (iii) any fault or omission of any Releasee in any court, administrative agency, or other proceeding.

16.3 Neither this Agreement nor any action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be (i) offered or be admissible in evidence against any Releasee, or cited or referred to in any action or proceeding, except in an action or proceeding that is in furtherance of its terms or brought to enforce its terms or (ii) deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made in the Litigation or an acknowledgment or admission by any Releasee of any fault, liability, or wrongdoing of any kind whatsoever.

16.4 If this Agreement is terminated or otherwise becomes null and void, the Settlement described herein shall have no further force and effect with respect to any Party to the Litigation and neither this Agreement nor any

statements made in connection with the settlement negotiations leading to this Agreement shall be offered in evidence against JLRNA or any other Releasee, or cited or referred to in the Litigation or in any other action or proceeding. If this Agreement is terminated or otherwise becomes null and void, the enforceability of this Paragraph shall survive such event.

17. Miscellaneous Provisions.

17.1 The Class Representatives, individually and as representatives of the Class, expressly waive and disclaim any claim of unconscionability relating to any provision of this Agreement.

17.2 Each of the Parties represents and warrants that he, she or it is not aware of any other putative or certified class action lawsuits or administrative proceedings involving Defendants regarding the subject matter of the Litigation currently pending in any state or federal court, agency, or other adjudicatory or regulatory body in the United States.

17.3 This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as

provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings or undertakings with respect to the subject matter of this Agreement.

17.4 This Agreement shall be construed in accordance with, and be governed by, the laws of the State of New Jersey, without regard for the effect of New Jersey's choice of law principles. However, the parties expressly acknowledge that federal law (including Fed. R. Civ. P. 23 and federal case law) applies to consideration and approval of the settlement and certification of the Settlement Class.

17.5 As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

17.6 Each Person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

17.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. A scanned, photocopied or facsimile signature shall be deemed an original for purposes of executing this Agreement.

17.8 This Agreement is the result of arm's length negotiations between the Parties. In any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted by one or another of the Parties.

17.9 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or requests to address the Court.

17.10 This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

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

For Defendant Jaguar Land Rover North America, LLC:

By:

A handwritten signature in blue ink, appearing to read 'Ramsey Ong', is written over a horizontal line.

Ramsey Ong
General Counsel

For Named Plaintiffs, on behalf of themselves and the Settlement Class:



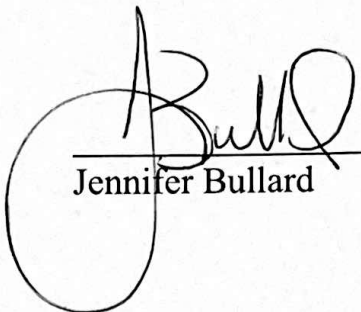
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Natalie Bush

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Lynn Cohn

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Raymond Darbenzio

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James Davies

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Liliana De La Torre

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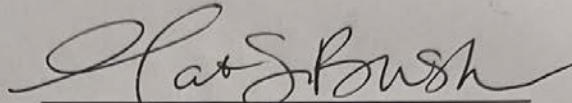
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Natalie Bush

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Signed by:

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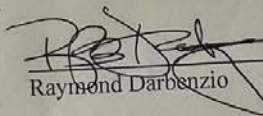
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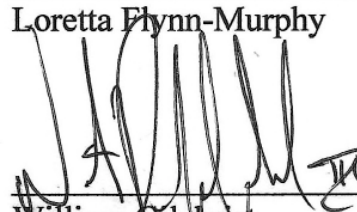
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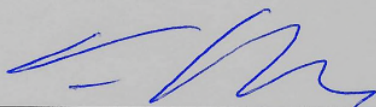
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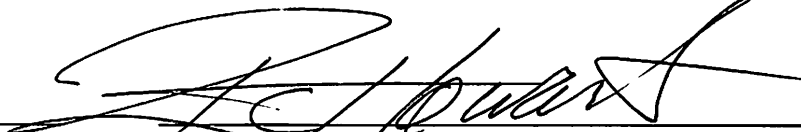
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Dated:

September 26th 2024

Kelly McNew

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Angela Pick

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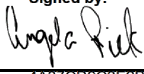
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Kelly McNew

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9/26/2024

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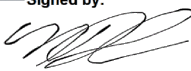
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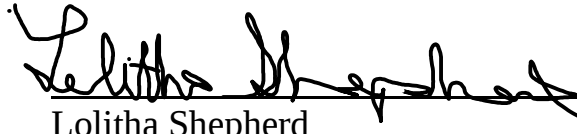
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Sydney Postle

Dated:

9.24.2024


Lolitha Shepherd

Dated:

Jeffrey Wilbur

Dated:

Lolitha Shepherd

Dated:

9.24.24

Jeffrey T. Wilbur
Jeffrey Wilbur