

Exhibit 1

SETTLEMENT AGREEMENT

Subject to the Court's approval, this Class Action Settlement Agreement ("Settlement Agreement") is made and entered into between Plaintiff Kelly Mayor ("Plaintiff Mayor" or "Class Representative") and Defendant FCA US LLC ("FCA US" or "Defendant").

I. RECITALS

WHEREAS, Plaintiff filed this class action alleging that certain Chrysler and Dodge vehicles were equipped with rear power sliding doors with defective lock actuators and/or door latches;

WHEREAS, this case is styled as *Lisa White et al. v. FCA US, LLC*, Case No. 4:21-cv-11696 (E.D. Mich., filed July 21, 2021);

WHEREAS, on August 19, 2021, Plaintiff filed an Amended Class Action Complaint and Demand for Jury Trial (ECF No. 10);

WHEREAS, following the filing of the Amended Class Action Complaint, counsel for the Parties stipulated to stay the proceedings while the Parties explored the potential for resolution of the Action (ECF Nos. 16, 19);

WHEREAS, the parties engaged in formal mediation discussions on January 18, 2022 and February 20, 2024;

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, Plaintiff 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 April 23, 2024, the Parties reached an agreement in principle on terms and conditions of settlement and drafted a term sheet;

WHEREAS, the Parties continued settlement discussions over the following months, resulting in certain modifications and enhancements to the proposed settlement;

WHEREAS, the Parties have continued to negotiate the final portions of this Settlement Agreement including fees and administrative matters; and

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 Plaintiff (for herself 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 *Lisa White, et al. v. FCA US, LLC*, Case No. 4:21-cv-11696 (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 Plaintiff 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 Dodge Grand Caravan built between January 1, 2017 and December 31, 2017.

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 Plaintiff Mayor, who will ask the Court to appoint her as representative of the Settlement Class.

2.8 “Class Vehicle” means a Dodge Grand Caravan built between January 1, 2017 and December 31, 2017.

2.9 “Co-Lead Class Counsel” means the Miller Law Firm, PC, Beasley, Allen, Crow, Methvin, Portis & Miles PC, Dicello Levitt LLP, and McCune Law Group, APC.

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 Plaintiff 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 after the Court enters the Preliminary Approval Order.

2.17 “Plaintiffs” refers to the individuals who filed this Action and are identified therein.

2.18 “Plaintiff Mayor” refers to Plaintiff Kelly Mayor.

2.19 “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.

2.20 “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 Plaintiff and any and all other Class Members relating to a rear sliding door lock or latch 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 too 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 unrelated to a rear sliding door lock or latch, damage to tangible property other than a Class Vehicle, or subrogation.

2.21 "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.

2.22 “Service Award” means the \$3,000 that FCA US has agreed to pay to Plaintiff Mayor who has served as the proposed Class Representative in the Action, upon finalization of this agreement and approval by the Court.

2.23 “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.

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

2.25 “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.

2.26 “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 Beginning no later than the first day after the Effective Date, FCA US will provide a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven.

3.2 Class Members need not present any Settlement-related document to receive warranty service at an FCA US authorized dealership.

3.3 The Warranty Extension follows the Class Vehicles and is not personal to any owner or lessee.

3.4 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 in herein, nothing in this document should be construed as diminishing or otherwise affecting any other express or implied warranties covering the Class Vehicles.

3.5 Any Class Member who paid for a repair relating to a failing sliding door lock actuator is entitled to submit a claim for reimbursement to www.fcarecallreimbursement.com. Claims will be paid according to FCA US's normal extended warranty payment processes.

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.

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 names and mailing address information for original and subsequent purchasers and lessors of each Class Vehicle, along with those Class Vehicles’ VINs.

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 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 \$1,750,000.

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 a Service Award in the amount of \$3,000 to the Class Representative.

5.4 FCA US will pay Co-Lead Class Counsel the fees, expenses, and service payments awarded by the Court within the later of thirty days following: (i) the Effective Date or (ii) the first date after the Court enters an order awarding fees, expenses, and service payments, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order. Within three days following the later of either (i) or (ii), Co-Lead Class Counsel will provide FCA US a W-9 for each payee and payment instructions for the payment to Co-Lead Class Counsel of fees, expenses, and service payments awarded by the Court.

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, Class Representative, 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, including any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or

trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Class Vehicles' door latch systems, and/or associated parts that are, or could have been, defined, alleged, or described in the Action; provided, however, that notwithstanding the foregoing, Class Representative and the other Class Members are not releasing claims for personal injury, wrongful death, or physical property damage except as to the door latching systems in the Class Vehicles.

6.3 Notwithstanding the foregoing, Class Representative 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 Class Representative 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, Class Representative, on behalf of herself 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.

Class Representative expressly acknowledges she has been advised by Co-Lead Class Counsel of the contents and effects of Section 1542, and with knowledge, Class Representative

hereby expressly waives, on her behalf and that of all other Class Members, whatever benefits Class Representative and Class Members may have had pursuant to such section. Class Representative hereby expressly waives, on her 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 Plaintiff Mayor 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, Plaintiff Mayor 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 Plaintiff Mayor 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 Class Representative represents and warrants that she is the sole and exclusive owner of all claims personally released under this Settlement Agreement. Class Representative further acknowledges that she has not assigned, pledged, or in any manner whatsoever sold,

transferred, assigned, or encumbered any 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 Class Representative is not aware of anyone other than herself 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 Class Representative, 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. Plaintiff Mayor 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 herself 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 Plaintiff Mayor and all Class Members who have not properly excluded herself 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.

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”).

8.9 Co-Lead Class Counsel agree to seek in the Preliminary Approval Order from the Court a provision encouraging all written communications to multiple Class Members with respect to this Agreement to be reviewed and approved by Co-Lead Class Counsel and the Court, and Co-Lead Class Counsel agree to abide by that provision as may be required by the Court.

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 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 his, her, or its written objection: (i) the case name and number, *Lisa White et al. v. FCA US, LLC*, Case No. 4:21-cv-11696 (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 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 and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

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.

9.7 Any Class Member who fails to file and timely serve a written objection containing all of the information listed above, including notice of their intent to appear at the Final Approval Hearing, will not be permitted to object to the Settlement and will be foreclosed from seeking any review by any means of the Settlement or its terms, including but not limited to an appeal.

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 Plaintiff Mayor 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 Plaintiff Mayor 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. Public Statements.

10.12 The Parties and their Counsel agree to keep the substance of this Settlement Agreement confidential, provided that this Section shall not prevent FCA US from disclosing such information to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, nor shall it prevent the Parties and their Counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of the Settlement Agreement; provided further that FCA US may disclose publicly the terms of the Settlement Agreement that it deems necessary to meet its regulatory obligations or fiduciary duties; and provided further that Plaintiff Mayor may disclose the terms to her expert(s). Neither the Parties nor their Counsel shall issue (or cause any other Person to issue) any press release concerning the existence or substance of this Settlement Agreement.

I. Good Faith.

10.13 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.

J. Continuing Jurisdiction.

10.14 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.

K. Extensions of Time.

10.15 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).

L. Service of Notice

10.16 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 Plaintiff and the Proposed Class:

W. Daniel “Dee” Miles III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034
dee.miles@BeasleyAllen.com

E. Powell Miller (P39487)
Dennis A. Lienhardt (P81118)
THE MILLER LAW FIRM, P.C.
950 West University Drive, Suite 300
Rochester, Michigan 48307
Tel: (248) 841-2200
epm@millerlawpc.com
dal@millerlawpc.com

Richard D. McCune
David C. Wright
Mark I. Richards
MCCUNE LAW GROUP, APC
3281 East Guasti Road, Suite 100
Ontario, California 91761
Tel: (909) 557-1250

Adam J. Levitt
John E. Tangren
DICELLO LEVITT LLP

Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Tel: (312) 214-7900
alevitt@dicellolevitt.com
jtangren@dicellolevitt.com

As to Defendant:

Stephen A. D'Aunoy
KLEIN THOMAS LEE & FRESARD
100 N. Broadway, Ste. 1600
St. Louis, Missouri 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.

BEASLEY, ALLEN, CROWE, METHVIN, PORTIS & MILES, P.C.

Dated: October __, 2024

By: 

THE MILLER LAW FIRM, P.C.

Dated: October __, 2024

By: 

MCCUNE LAW GROUP, APC

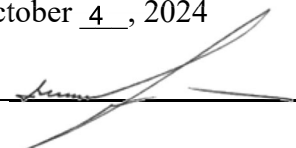
Dated: October ³__, 2024

By: 


David C. Wright

DICELLO LEVITT

Dated: October 4, 2024

By: 

Dated: October 3, 2024

By: 
Kelly Mayor (Oct 3, 2024 20:37 CDT)
KELLY MAYOR

DEFENDANT FCA US LLC

Dated: October 4, 2024

By: 

Title: Director - Senior Staff Counsel

Exhibit A

LEGAL NOTICE

**If you bought or leased
a Model Year 2017-2018
Dodge Grand Caravan
Built Between January
1, 2017 and December
31, 2017, you might
benefit from this class
action settlement.**

A federal court authorized this Notice.

**1- _____
www.[website].com**

XXX

*White 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»

A Settlement has been proposed in a class action lawsuit against FCA US LLC related to allegations that it manufactured and sold certain Dodge Grand Caravan vehicles with defective sliding door lock actuators and/or door latches that cause the doors to lose locking and unlocking capability when operated manually or by button command (the “Sliding Door Latch Defect”).

Who is included? The Settlement includes all persons and entities within the United States who purchased (whether new or used) or leased a model year 2017 or 2018 Dodge Grand Caravan built between January 1, 2017 and December 31, 2017 (“Class Members”).

What does the Settlement provide? Class Members are eligible to submit a claim for reimbursement of a past repair of the Sliding Door Latch Defect. Class Members will receive a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven.

How do I get benefits? You may submit a claim for reimbursement at www.fcarecallreimbursement.com. You do not need to take any action to receive the extended warranty.

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 (*White v. FCA US LLC*, No. 4:21-cv-11696) on **Month __, 2025**, at **__:00**.m. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel’s request for attorneys’ fees and expenses; and (3) a 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.\[website\].com](http://www.[website].com).

Exhibit B

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

NOTICE OF PROPOSED CLASS SETTLEMENT

If you purchased or leased a 2017-2018 Dodge Grand Caravan built between January 1, 2017 and December 31, 2017, a proposed class action settlement may affect your rights and entitle you to a reimbursement of costs you incurred for the parts and labor needed to repair a condition caused by a failing sliding door lock actuator.

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

Your rights are affected regardless of whether you act or do nothing. Read this notice carefully.

- The purpose of this notice is to inform you of a proposed settlement of a class action lawsuit known as *Lisa White et al. v. FCA US, LLC*, No. 4:21-cv-11696 (E.D. Mich.). You are receiving this notice because records available to the parties indicate that you may be entitled to claim certain monetary and warranty benefits offered by this Settlement.
- This Action alleges that Dodge Grand Caravan vehicles built between January 1, 2017 and December 31, 2017 were equipped with rear power sliding doors with defective lock actuators and/or door latches that cause the vehicles' lock actuators and/or door latches to mechanically fail and lose locking and unlocking capability when operated manually or by button command ("Defect" or "Sliding Door Latch Defect").
- FCA US has not yet been found liable for any of the claims alleged in this Action, and FCA US denies the existence of the Defect. The Court has not decided who is right. The Parties have instead reached a voluntary settlement to avoid lengthy litigation. The consumers who owned or leased Class Vehicles are known as "Class Members."
- FCA US will provide a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven. Class Members are entitled to bring their vehicle to any authorized FCA US dealership for a repair of the condition under the terms of the warranty extension.
- Additionally, any Class Member who paid for a repair relating to the Sliding Door Latch Defect is entitled to submit a Claim for reimbursement as detailed herein.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT: | |
|--|--|
| SUBMIT A CLAIM ONLINE FOR REPAIRS YOU PAID FOR | If you paid for a Qualifying Repair relating to the Sliding Door Latch Defect, you can submit a Claim for reimbursement at www.fcarecallreimbursement.com . The claim process is simple and should take most class members no longer than a few minutes to complete. |
| RECEIVE REPAIRS UNDER FCA US's EXTENDED WARRANTY | FCA US has provided a warranty extension for the Class Vehicles that covers the cost of parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles. |
| DO NOTHING | If you do nothing, you will be included in the Settlement and will be automatically eligible to receive the benefits of the warranty extension. |
| EXCLUDE YOURSELF | If you exclude yourself from the Settlement, you will not be eligible for the reimbursement of any expenses relating to a Qualifying Repair or the benefits of the warranty extension. This is the only option that allows you to file your own lawsuit against FCA US related to the alleged Sliding Door Latch Defect. The deadline to submit a request for exclusion is [insert date] . |
| OBJECT | In order to object to the Settlement, you must remain a Class Member in this lawsuit. You cannot ask to be excluded. You may object to the Settlement by writing to Proposed Co-Lead Class Counsel (identified on page [insert page]) and indicating why you do not like the Settlement. The deadline to object is [insert date] . |
| GO TO A HEARING | Ask to speak in Court about the fairness of the Settlement. |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case must still decide whether to approve the Settlement. The Court approval process may take some time, so please be patient.
- Visite [\[insert website\]](#) para obtener una copia de este aviso en español.

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BASIC INFORMATION

1. Why did I get this notice package?

According to vehicle records available to the parties, you bought or leased a Class Vehicle in the United States. The Court has ordered this notice be sent to you because you have a right to know about the proposed settlement of this class action lawsuit and about your options before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. *You should read this entire notice.*

2. What is this lawsuit about?

The people who filed this lawsuit are called Plaintiffs, and the company they sued, FCA US LLC (“FCA US”) is called the Defendant (together, the “Parties”). The Plaintiffs allege that the Class Vehicles were equipped with rear power sliding doors with defective lock actuators and/or door latches that cause the vehicles’ lock actuators and/or door latches to mechanically fail and lose locking and unlocking capability when operated manually or by button command. FCA US has not been found liable for any of the claims alleged in this Action, and FCA US denies that the alleged Sliding Door Latch Defect exists. The Court has not decided who is right.

3. Why is this a class action?

In a class action lawsuit, one or more persons, called “Class Representatives” (in this case Kelly Mayor), sue on behalf of people who may have similar claims. These individuals, and those who are similarly situated, are collectively known as the “Class” or “Class Members.” One court resolves the issues for all Class Members, except those who exclude themselves from the Class. The Court in charge of this case is the United States District Court for the Eastern District of Michigan, and the case is known as *Lisa White et al. v. FCA US LLC*, No. 4:21-cv-11696 (E.D. Mich.). District Judge Shalina Kumar is presiding over this class action.

4. Why is there a Settlement?

The Class Representative and FCA US agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement does not mean that FCA US broke any laws and/or did anything wrong, and the Court has not decided which side is right.

The Class Representative and FCA US entered into an agreement (“Settlement Agreement”) that was preliminarily approved by the Court that authorized the issuance of this notice. The Class Representative and the lawyers representing her (called “Proposed Co-Lead Class Counsel”) believe that the Settlement is in the best interest of the Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth the rights and obligations of all the Parties in greater detail. This and other documents are

all available for review at [\[insert website\]](#). *If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.*

WHO IS IN THE SETTLEMENT?

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

Judge Kumar preliminarily certified a Class comprised of:

All individuals who purchased or leased in the United States a Dodge Grand Caravan built between January 1, 2017 and December 31, 2017.

The Class excludes 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; any judge to whom this Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; individuals and/or entities who validly and timely opt-out of the Settlement; and current or former owners of a Class Vehicle that previously released their claims against FCA US with respect to the same issues raised in this class action.

However, the Class excludes all claims for death, personal injury, property damage, and subrogation.

6. Which vehicles are included?

The “Class Vehicles,” for the purposes of the description in question 5 above, are Dodge Grand Caravan vehicles built between January 1, 2017 and December 31, 2017.

7. Am I included if I bought or leased a Class Vehicle that has not had problems?

Yes. You are still a Class Member even if you did not experience a symptom of the Sliding Door Latch Defect. If you still own or lease a Class Vehicle, you will be eligible to take advantage of a warranty extension covering the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven, as well as certain other benefits of the Settlement.

8. I am still not sure if I’m included.

If you are still not sure whether you are included, you can ask for free help. You can visit the Settlement Website at [\[insert website\]](#). You can also call [\[insert phone\]](#) 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 VIN is located on a small placard on the top of the dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and probably appears on

your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the Settlement provide?

The Settlement provides the following benefits:

A. Warranty Extension

FCA US will provide a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven.

You do NOT need to do anything to receive the benefits of the warranty extension.

B. Repair-Related Reimbursements

Any Class Member who paid for a repair of a condition caused by a failing sliding door lock actuator is entitled to submit a claim for reimbursement to www.fcarecallreimbursement.com.

HOW YOU GET A REIMBURSEMENT

10. How do I make a Claim?

Please visit www.fcarecallreimbursement.com to submit a Claim for reimbursement of the amount paid for a Qualifying Repair. The claim process is simple and should take most Class Members no longer than a few minutes to complete.

Please keep a copy of all documentation you submit for your own records. Claims will be paid according to FCA US's normal extended warranty payment processes.

11. What am I giving up by staying in the Class?

Unless you exclude yourself in writing as described in the answer to Question 12, you will be treated as part of the Class. That means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against FCA US or other related entities or individuals (listed in the Settlement Agreement, which you can view at [\[insert website\]](#)) about the legal issues in *this* case. This includes but is not limited to claims of false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust

enrichment, strict product liability, and negligence. It also means that all of the Court's orders will apply to you and legally bind you.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) death, (ii) personal injury, (iii) damage to property other than to a Class Vehicle, (iv) subrogation, or (v) any and all claims that relate to something other than a Class Vehicle and the alleged Sliding Door Latch Defect here. If you have any questions about the scope of the legal claims you give up by staying in the Class, you may view Section VI of the Settlement Agreement (available at [\[insert website\]](#)) or you can contact Proposed Co-Lead Class Counsel identified in Section 14 below for free or speak with your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

If you do not want the benefits or reimbursements provided in this Settlement, and you want to keep the right to sue or continue to sue FCA US or other related entities or individuals on your own about the legal issues in this case, including for any existing claims you may currently have, then you must take steps to get out of the Class. This is called excluding yourself, and is sometimes referred to as opting out of the Class.

To exclude yourself from the Settlement, you must send a letter by U.S. Mail (or an express mail carrier) to the Settlement Administrator at *White v. FCA US US*, [\[insert address\]](#), saying that you want to “opt-out of” or “be excluded from” the Class Settlement in *White, et al. v. FCA US US, LLC*, No. 4:21-cv-11696 (E.D. Mich.). Be sure to include (i) your full name and current address, (ii) the model year, approximate date(s) of purchase or lease, and Vehicle Identification Number (“VIN”) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and (iii) clearly state your desire to be excluded from the Settlement and from the Class. You must mail your exclusion request postmarked no later than [\[insert date\]](#), to: [\[insert address\]](#)

You can't exclude yourself on the phone, on any website, or by email. Please keep a copy of any exclusion (or opting out) letter for your records.

If you ask to be excluded, you cannot receive any benefits under this Settlement, and you cannot object to the Settlement. If you choose to be excluded or opt out, you will be excluded for all claims you have that are included in the Settlement. You will not be legally bound by anything that happens in this lawsuit. Depending on the laws in your state, you may be able to sue (or continue to sue) FCA US or other related entities or individuals in the future about the legal issues in this case.

13. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself (opting out), you give up the right to sue FCA US and other related entities or individuals for the claims that this Settlement resolves. For a complete

description of the claims that this Settlement resolves, please see Section VII of the Settlement Agreement, available at [\[insert website\]](#).

If you have a pending lawsuit against FCA US or related entities, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it concerns the same legal issues related to the Class Vehicles and the alleged Defect in this case, even if it involves other causes of action, including but not limited to, false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence. Remember, the exclusion deadline is [\[insert date\]](#).

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue FCA US over the issues in this lawsuit.

14. If I exclude myself, can I get the benefits of this Settlement?

No. If you exclude yourself, you cannot ask for any reimbursement and the warranty extension will not apply to your vehicle. But 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

15. Do I have a lawyer in this case?

The Court has appointed The Miller Law Firm P.C., Beasley Allen, Crow, Methvin, Portis & Miles, P.C., Dicello Levitt LLP, and McCune Law Group, APC as Proposed Co-Lead Class Counsel to represent you and other Class Members.

E. Powell Miller
Dennis A. Lienhardt
MILLER LAW FIRM, P.C.
950 W. University Dr.,
Suite 300
Rochester, MI 48307
epm@millerlawpc.com
dal@millerlawpc.com

W. Daniel "Dee" Miles III
BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.
218 Commerce Street
Montgomery, AL 36104
Dee.Miles@BeasleyAllen.com

Adam J. Levitt
John E. Tangren
DICELLO LEVITT LLP
Ten N. Dearborn St.,
Sixth Floor
Chicago, IL 60602
alevitt@dicellolevitt.com
jtangren@dicellolevitt.com

Richard D. McCune
David C. Wright
Mark I. Richards
MCCUNE LAW GROUP, APC
3281 East Guasti Rd., Suite 100
Ontario, CA 91761
rdm@mccunewright.com
dcw@mccunewright.com
mir@mccunewright.com

PLEASE DO NOT SEND CLAIM FORMS TO THE ABOVE ATTORNEYS.

16. How will the lawyers be paid, and will the Class Representatives receive service payments?

At a later date, Proposed Co-Lead Class Counsel will ask the Court for attorneys' fees, expenses, and service payments to each of the named Class Representatives. It will be up to the Court to decide whether FCA US will be ordered to pay any of those fees, expenses, and service payments. The Court may award less than the amounts requested by Proposed Co-Lead Class Counsel. FCA US will separately pay the fees and expenses and service payments that the Court awards. These amounts will not come out of the funds for reimbursements to Class Members. Proposed Co-Lead Class Counsel will not seek more than \$1,750,000 in fees and expenses or a service award of more than \$3,000 for the named Class Representative. Proposed Co-Lead Class Counsel will file their motion for attorneys' fees and expenses by [REDACTED]. You may continue to check on the progress of Proposed Co-Lead Class Counsel's request for attorneys' fees, expense and service awards by visiting the Settlement Website [insert website].

FCA US will also separately pay the costs to administer the Settlement. The payment of Settlement administration costs will not come out of the fund for payments to Class Members.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

Any Class Member who has not successfully excluded themselves from the Class may object to the approval of the Settlement, to any aspect of the Settlement or the Settlement Agreement, to the application for attorneys' fees and costs, and/or to the application for service payments to the named Class Representative. To object, you must properly file any objection in the Action with the Clerk of Court of the United States District Court for the Eastern District of Michigan on or before [DATE] and must mail or hand-deliver a copy of the objection to Proposed Co-Lead Class Counsel and Counsel for FCA US at the addresses set forth below by that same date.

Dennis A. Lienhardt
MILLER LAW FIRM, P.C.
950 W. University Dr., Suite 300
Rochester, MI 48307

Stephen A. D'Aunoy
KLEIN THOMAS LEE & FRESARD
100 N. Broadway, Suite 1600
St. Louis, MO 63102

To be timely, objections that are mailed must be postmarked by [DATE], and objections that are hand-delivered must be received by the Court, Proposed Co-Lead Class Counsel, and counsel for FCA US by [DATE].

Your objection letter must include:

1. the name and title of the lawsuit, *Lisa White et al. v. FCA US, LLC*, No. 4:21-cv-11696 (E.D. Mich.);
2. your full name, address, and telephone number;
3. the model year and VIN of your Class Vehicle;
4. a detailed written statement of each objection being made, including all factual and legal grounds for the position;
5. copies of any documents you wish to submit in support;
6. the name and address of the attorney(s), if any, who is representing you in making the objection or who may be entitled to compensation in connection with the objection;
7. a statement of whether you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections;
8. the identity of all counsel (if any) who will appear on your behalf and a list of all persons who will be called to testify in support of the objection;
9. your signature, in addition to the signature of any attorney representing you in connection with the objection;
10. the date of the objection; and
11. a list of any other objections submitted by you or your counsel, to any class action settlements submitted in any court in the United States in the previous five years. If there are none, you shall affirmatively so state in the written materials provided with the objection.

Submitting an objection allows Proposed Co-Lead Class Counsel or counsel for FCA US 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 a 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.

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.

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and the Settlement. You cannot both exclude yourself and object. If you choose to both exclude yourself and object, it will be treated as if you excluded yourself only. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ ET on _____, at the U.S. District Court for the Eastern District of Michigan, _____, or by virtual video or telephonic conference. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Proposed Co-Lead Class Counsel and whether to approve the Class Representatives' service awards. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The hearing may be rescheduled without further notice to you, and may be conducted remotely, so it is recommended you periodically check [insert website] for updated information.

20. Do I have to come to the Final Approval Hearing?

No. Proposed Co-Lead Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed a valid written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it's not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

21. May I speak at the Final Approval Hearing?

You may ask the Court's permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Lisa White et al. v. FCA US US, LLC*, 4:21-cv-11696 (E.D. Mich.)" or state in your objections that you intend to appear at the hearing. Be sure to include your name, address, telephone number, the model year and VIN for your Class Vehicle(s), and signature, as well as the identities of any attorneys who will represent you. Your Notice of Intention to Appear must be postmarked no

later than [REDACTED], and be sent to Proposed Co-Lead Class Counsel and counsel for FCA US whose addresses were provided above.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will remain a Class Member and be entitled to the benefits of the Settlement. But you will never be able to file 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.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which you can view at [REDACTED].

Neither FCA US nor Proposed Co-Lead Class Counsel nor the Class Representative make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

24. How do I get more information?

You can call the Settlement Administrator at [REDACTED], write to them at *White v. FCA US*, [REDACTED address], or visit [REDACTED website], where you will find information and documents about the Settlement. You may also contact Proposed Co-Lead Class Counsel listed in response to Question 15.

All papers filed in this Action are also available for review via the Public Access to Court Electronic Resources System (PACER), available online at <http://www.pacer.gov>.

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR FCA US WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

THE ADDRESSES YOU MAY NEED

Proposed Co-Lead Class Counsel:

E. Powell Miller
Dennis A. Lienhardt
MILLER LAW FIRM, P.C.

W. Daniel "Dee" Miles III
BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.

For more information, visit [REDACTED website] or call the Settlement Administrator at [REDACTED phone].

950 W. University Dr.,
Suite 300
Rochester, MI 48307
epm@millerlawpc.com
dal@millerlawpc.com

Adam J. Levitt
John E. Tangren
DICELLO LEVITT LLP
Ten N. Dearborn St.,
Sixth Floor
Chicago, IL 60602
alevitt@dicellolevitt.com
jtangren@dicellolevitt.com

218 Commerce Street
Montgomery, AL 36104
Dee.Miles@BeasleyAllen.com

Richard D. McCune
David C. Wright
Mark I. Richards
MCCUNE LAW GROUP, APC
3281 East Guasti Rd., Suite 100
Ontario, CA 91761
rdm@mccunewright.com
dcw@mccunewright.com
mir@mccunewright.com

Counsel for FCA US US, LLC:

Stephen A. D'Aunoy
KLEIN THOMAS LEE & FRESARD
100 N. Broadway, Suite 1600
St. Louis, MO 63102

Settlement Administrator:

White v. FCA US LLC
[insert]

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

| | | |
|---------------------------------|---|---------------------------------|
| LISA WHITE, <i>et al.</i> , |) | |
| on behalf of themselves and all |) | Case No.: 4:21-cv-11696-SDK-DRG |
| others similarly situated, |) | |
| |) | District Judge Shalina D. Kumar |
| Plaintiffs, |) | |
| v. |) | Magistrate Judge David R. Grand |
| |) | |
| FCA US LLC, |) | |
| |) | |
| Defendant. |) | |

**[PROPOSED] ORDER GRANTING PLAINTIFF KELLY MAYOR’S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND APPOINTMENT OF
CO-LEAD CLASS COUNSEL**

Plaintiff Kelly Mayor (“Plaintiff”), on behalf of herself 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 Chrysler and Dodge vehicles were equipped with rear power sliding doors with defective lock actuators and/or door latches;

WHEREAS, on October 3, 2024, Plaintiff executed a Settlement Agreement with FCA on behalf of herself and the proposed Class and seeks Preliminary Approval of the Settlement Agreement;

WHEREAS, the Court having reviewed and considered the Motion for Preliminary Approval and supporting materials filed by Settlement 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 _____, 2024 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 Plaintiff, 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 Dodge Grand Caravan built between January 1, 2017 and December 31, 2017.

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 Plaintiff as representative of the Settlement Class, (c) the designation of Class Counsel as counsel for the Settlement Class, and (d) the settlement; (2) to rule on 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 Kelly Mayor as Class Representative 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. Plaintiff's 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 Representative will fairly and adequately protect and represent the interests of all members of the Settlement Class and the interests of the Class Representative are not antagonistic to those of the Settlement Class. The Class Representative is 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 Miller Law Firm, PC; Beasley, Allen, Crow, Methvin, Portis & Miles PC; Dicello Levitt LLP; and McCune Law Group, APC 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 Kroll, LLC 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 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

W. Daniel “Dee” Miles III
**BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.**
218 Commerce Street
Montgomery, Alabama 36104

Richard D. McCune
David C. Wright
Mark I. Richards
MCCUNE LAW GROUP, APC
3281 East Guasti Road, Suite 100
Ontario, California 91761

Adam J. Levitt
John E. Tangren
DICELLO LEVITT LLP
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602

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, *Lisa White et*

al. v. FCA US, LLC, Case No. 4:21-cv-11696 (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 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 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.

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. The Settlement Administrator shall report the names of all Class Members who have submitted a Request for Exclusion to the Parties on a weekly basis, beginning thirty (30) days after the Notice Date. The Settlement Administrator shall also report a final tabulation of the names and addresses of such entities and natural persons to the Court and to Proposed Co-Lead Class Counsel along with an affidavit attesting to the completeness and accuracy therefore no less than ten (10) days before the Fairness Hearing.

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. 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.

29. 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.

30. 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.

31. 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.

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

33. 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 Shalina D. Kumar
United States District Judge