

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

**NOTICE OF PROPOSED CLASS SETTLEMENT**

**A proposed class action settlement may affect your rights and entitle you to cash compensation if you purchased or leased one of the following vehicles equipped with a 2.4L Tigershark engine:**

**2015-2017 Chrysler 200**  
**2013-2016 Dodge Dart**  
**2014-2019 Jeep Cherokee (manufactured prior to July 2018)**  
**2015-2018 Jeep Renegade**  
**2017-2018 Jeep Compass**  
**2015-2018 Ram Promaster City**  
**2016-2018 Fiat 500x**

*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 *Wood, et al. v. FCA US, LLC*, No. 5:20-cv-11054 (E.D. Mich.). You are receiving this notice because records available to the parties indicate that you may be entitled to claim certain financial and warranty benefits offered by this Settlement.
- This Action alleges that the 2.4L Tigershark engine in model-year 2015-2017 Chrysler 200, 2013-2016 Dodge Dart, 2014-2019 Jeep Cherokee (manufactured prior to July 2018), 2015-2018 Jeep Renegade, 2017-2018 Jeep Compass, 2015-2018 Ram Promaster City, and 2016-2018 Fiat 500x vehicles (“Class Vehicles”) suffer from a defect that causes the engine to consume abnormally high amounts of oil that may result in an unexpected shut down during the normal course of operation (“Oil Consumption Defect”).
- FCA US has not been found liable for any of the claims alleged in this Action, and FCA US denies the engines are defective. The Court has not decided who is right. The Parties have instead reached a voluntary settlement to avoid lengthy litigation and expedite relief to consumers. The consumers who owned or leased Class Vehicles are known as “Class Members.”

- FCA US has implemented Customer Service Notifications (“CSN”) applicable to the Class Vehicles to remedy a condition that may exist in some vehicles whereby an engine may consume more oil than usual under certain operating conditions like continuous stop and go driving, and to reimburse owners for prior repairs.
- In connection with the CSNs, a previous payment for a repair or replacement as a result of an excess oil consumption diagnosis will be reimbursed. Any Class Member who paid for a repair relating to the Oil Consumption Defect is entitled to submit a claim for reimbursement.
- In addition to this, the proposed Settlement extends the Powertrain Limited Warranty to 7 years or 100,000 miles (whichever occurs first) (“Extended Warranty”) to cover the cost of all parts and labor to repair conditions associated with excess oil consumption.
- Under the proposed Settlement, FCA US will also create an \$8,000,000 settlement fund to reimburse Class Members who incurred towing or rental car expenses in connection with obtaining a repair for a condition caused by excess oil consumption. Subject to approval, claims for towing expenses shall be entitled to full reimbursement and claims for rental car expenses will be capped at \$300.
- Additionally, all Class Members whose vehicle is subject to CSN W80 will automatically receive a **cash payment** of \$340 if their vehicle is diagnosed as having excess oil consumption and receives or has received an engine long block replacement.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>SUBMIT A CLAIM ONLINE FOR REPAIRS YOU PAID FOR</b>	If you paid for a repair relating to excess oil consumption, you can submit a Repair Reimbursement Claim Form at <a href="http://www.FCAREcallReimbursement.com">www.FCAREcallReimbursement.com</a> . The claim process is simple and should take most class members no longer than a few minutes to complete.
<b>SUBMIT A CLAIM FORM FOR REPAIR-RELATED EXPENSES</b>	<p>If you incurred towing or rental car expenses in connection with a repair of a condition caused by the alleged Oil Consumption Defect, you can submit a Repair-Related Expense Reimbursement Claim Form at <a href="http://www.FCATigersharkSettlement.com">www.FCATigersharkSettlement.com</a> or by mail at <i>Wood v. FCA US</i>, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391. The deadline to submit a Repair-Related Expense Reimbursement Claim Form is 90 days after entry of a Final Approval Order for the Settlement or March 1, 2023, whichever is later. Any extension of that date will be posted on the Settlement website.</p> <p>It is not necessary to submit a Repair-Related Expense Reimbursement Claim Form to benefit from the Extended Warranty, to have your vehicle repaired pursuant to any of the CSNs issued by FCA US, or to obtain the \$340 cash payment if your vehicle is subject to CSN W80 and has had a related engine long block replacement.</p>
<b>RECEIVE REPAIRS UNDER FCA US CUSTOMER SERVICE NOTIFICATIONS</b>	Your vehicle may qualify for a free repair under one of the CSNs issued by FCA US to remedy a potential condition that can cause excess oil consumption. If you have not already received this repair, please contact your authorized FCA US dealership to determine which CSN may be applicable to your vehicle.
<b>DO NOTHING</b>	If you do nothing, you will be included in the Settlement and will be automatically eligible to receive the Extended Warranty benefits and a \$340 cash payment if your vehicle is subject to CSN W80 and has had a related engine long block replacement.
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not be eligible for the reimbursement of any expenses relating to a Qualifying Repair, the benefits of the Extended Warranty, or any cash payment. This is the only option that allows you to file your own lawsuit against FCA US related to the alleged Oil Consumption Defect. The deadline to submit a request for exclusion is October 21, 2022.
<b>OBJECT</b>	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 Class Counsel (identified on page 9) and indicating why you do not like the Settlement. The deadline to object is October 21, 2022.
<b>GO TO A HEARING</b>	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. Payments will be made if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.
- *Visite [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com) para obtener una copia de este aviso en español.*

For more information, visit [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com), or call the Settlement Administrator at 1-833-620-3582.

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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. If the Court approves the Settlement, and after any objections and appeals are resolved, FCA US will provide payments and other benefits agreed to in 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, is called the Defendant. The Plaintiffs allege that the Class Vehicles suffer from an Oil Consumption Defect that causes the engine to consume abnormally high amounts of oil resulting in unexpected shut down of the Class Vehicles during the normal course of operation. FCA US has not been found liable for any of the claims alleged in this Action, and FCA US denies the engines are defective. 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 Amber Wood, Thomas Weiner, Karen Burke, Nick Gizzarelli, Guy West, Kyle Davis, Rebekah Aeren Wright, Catherin Coppinger, Kimberly Eager, Roberto Hernandez, Mikaelyn McDowell, Rosalind Burks, Holly Hickman, Amber Portugal, Michael Sanchez, Adam Dyer, Arteal Jordan, Vivien Nagy, Katlyn Wills, Cheryl Miller, Kelly Johnson, Holly Kundel, Ryan Hall, Danielle Coates, Kelsey Williams, Daniel Scott, Ryan Graham, Robert Johnston, Deborah Johnston, Michelle Schmid, Nathaneal Romanchuk, Nicolette Watson, Desiree Tarro, Pamela Anderson, Caren Christman, Joshua Caples, Luis Munoz, Sherri McCall, Krishawn Durham, Katie Kuczkowski, Daniel McCorrey, and Tera Castillo), 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 *Wood, et al. v. FCA US, LLC*, No. 5:20-cv-11054 (E.D. Mich.). District Judge Judith Ellen Levy is presiding over this class action.

### 4. Why is there a settlement?

The Class Representatives 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 Representatives 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 Representatives and the lawyers representing them (called “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 along with all exhibits and addenda set forth the rights and obligations of all the Parties in greater detail. These documents are all available for review at [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com). ***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 Levy certified a Class comprised of:

All individuals who purchased or leased in the United States one of the following vehicles equipped with a 2.4L Tigershark engine: model years 2015-2017 Chrysler 200; model years 2013-2016 Dodge Dart; model years 2014-2019 Jeep Cherokee manufactured prior to July 2018; model years 2015-2018 Jeep Renegade; model years 2017-2018 Jeep Compass; model years 2015-2018 Ram Promaster City; and model years 2016-2018 Fiat 500x.

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; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (i.e., salvage) (subject to verification through Carfax or other means); 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 the following vehicles equipped with a 2.4-liter Tigershark engine: model years 2015–2017 Chrysler 200; model years 2013–2016 Dodge Dart; model years 2014–2019 Jeep Cherokee manufactured prior to July 2018; model years 2015–2018 Jeep Renegade; model years 2017–2018 Jeep Compass; model years 2015–2018 Ram Promaster City; and model years 2016–2018 Fiat 500x.

### 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 excessive oil consumption or unexpected vehicle shutdown. If you still own or lease a Class Vehicle, you will be eligible to take advantage of an extension of the Powertrain Limited Warranty to a period of 7 years or 100,000 miles (whichever occurs first), 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 [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com). You can also call 1-833-620-3582 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:

#### 1. Warranty Extension

The Powertrain Limited Warranty for the Class Vehicles will be extended to a period of 7 years or 100,000 miles (whichever occurs first) from the In-Service Date of the Class Vehicle. The Extended Warranty will cover the cost of all parts and labor needed to repair a condition caused by the Oil Consumption Defect in the Class Vehicles, including the replacement of the engine long block if your vehicle is found to have failed an oil consumption test after all applicable CSNs have been performed. Except for the durational limits, the terms, conditions, and exclusions of the Powertrain Limited Warranty applicable to the Class Vehicles shall apply.

**You do NOT need to submit a Claim Form to receive this Extended Warranty.**

#### 2. Product Improvements

FCA US has implemented Customer Service Notifications to remedy a condition that may exist in some vehicles whereby an engine may consume more oil than usual under certain operating conditions like continuous stop and go driving, specifically CSN W20, CSN W80, and CSN W84. All Class Members who are current owners or lessees of a Class Vehicle subject to CSN W20 and CSN W84 are entitled to bring their vehicle to an authorized FCA US dealer to have the Powertrain Control Module (“PCM”) and/or Transmission Control Module (“TCM”) reprogrammed to repair the condition.

All Class Members who are current owners or lessees of Class Vehicles subject to CSN W80 may have an oil consumption test performed, free of charge, by an authorized FCA US dealer. If the Class Vehicle fails the oil consumption test as set forth in CSN W80, an authorized FCA US dealer will replace the vehicle’s engine long block pursuant to CSN W80 at no cost to the Class Member.

#### 3. Reimbursement for Repairs

In connection with CSN W20, CSN W80, and CSN W84, any Class Member who paid for a repair relating to the Oil Consumption Defect is entitled to submit a claim for reimbursement. For example, costs for a diagnosis or repair necessitated by an excess oil consumption condition will be reimbursed upon submission of a valid Repair Reimbursement Claim Form. To submit a claim for compensation please visit [www.FCARecallReimbursement.com](http://www.FCARecallReimbursement.com). Please have records of the repairs performed and amounts paid available when submitting your claim for compensation.

#### 4. Reimbursement for Repair-Related Transportation Costs

Money you spent on towing and/or rental car expenses that were incurred in connection with a qualifying repair caused by the Oil Consumption Defect will be reimbursed contingent on the fulfillment of the following requirements:

- The rental car or towing services were incurred within 24 hours of a qualifying repair performed due to the Oil Consumption Defect;
- You submit a completed Repair-Related Expense Reimbursement Claim Form by the filing deadline, which is 90 days after entry of a Final Approval Order for the Settlement or March 1, 2023, whichever is later (See Section 10 below for how to do so); and

For more information, visit [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com), or call the Settlement Administrator at 1-833-620-3582.

- The Repair-Related Expense Reimbursement Claim Form is accompanied by an original or a copy of any document(s) that itemizes the rental car or towing service expense. The document should identify the nature of the expense, the date the cost was incurred, and the dollar amount, as well as documentation of the Qualifying Repair performed within 24 hours of the rental car or towing service.

Claimants making a Claim for towing expenses shall be entitled to full reimbursement. Claims for rental car expenses shall be capped at \$300 per Claim. In the event the total amount of valid Claims for Repair-Related Reimbursements exceeds \$8,000,000, Claims will be adjusted on a *pro rata* basis.

5. Compensation For Class Vehicles Subject to CSN W80 that had an Engine Long Block Replacement.

If your Class Vehicle is subject to CSN W80, you will automatically receive a cash payment of \$340 if the Class Vehicle is, or has been, diagnosed as having an Oil Consumption Defect and receives an engine long block replacement pursuant to the terms of CSN W80.

FCA US shall work directly with its dealership network to acquire the necessary data to identify which Class Members received an engine block replacement under CSN W80. FCA US will provide that data directly to the Settlement Administrator. The Settlement Administrator will then mail a check directly to the Class Members identified by FCA US.

## HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

### 10. How do I make a Claim?

1. Reimbursement for Repairs

Please visit [www.FCARecallReimbursement.com](http://www.FCARecallReimbursement.com) to submit a Repair Reimbursement Claim Form for reimbursement of the amount paid for a repair relating to excess oil consumption. 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.

Claimants previously reimbursed in full or in part for the expense incurred in connection with a Qualifying Repair (e.g., through an FCA US or dealership goodwill payment) shall not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed. Instead, they will be entitled to only that amount necessary to fully reimburse them for a Qualifying Repair, if any.

2. Reimbursement for Rental Cars, Towing, Etc.

- Fill out the Repair-Related Expense Reimbursement Claim Form (paper or online), ***and***
- Include the documentation specified on the Claim Form. A valid Claim Form must include proof of the repair-related expenses (rental car or towing services) and a qualifying repair associated with the Oil Consumption Defect that was performed within 24 hours of the incurred expense, ***and***
- Submit the Claim Form online at [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com) or mail the Claim Form to the address listed on the Claim Form, ***and***

For more information, visit [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com), or call the Settlement Administrator at 1-833-620-3582.



- Do so by the filing deadline, which is 90 days after entry of a Final Approval Order for the Settlement or March 1, 2023, whichever is later (any extension of that date will be posted on the Settlement website).

Please keep a copy of your completed Claim Form and all documentation you submit for your own records.

If you fail to submit a Claim Form and supporting documents by the required deadline, you will not be reimbursed. Sending in a Claim Form late will be the same as doing nothing.

Claimants making a Claim for towing expenses shall be entitled to full reimbursement. Claims for rental car expenses shall be capped at \$300 per Claim.

Claimants previously reimbursed in full or in part for rental car or towing expenses related to obtaining a Qualifying Repair (e.g., through an FCA US, or dealership goodwill payment) shall not be entitled to a reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.

Repair-Related Expense Reimbursement Claim Forms, including supporting documentation, must be submitted online at [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com) or mailed to the P.O. Box below by the filing deadline (90 days after entry of a Final Approval Order for the Settlement or March 1, 2023, whichever is later).

*Wood v. FCA US*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

#### **11. When would I get my reimbursement?**

For each Claim qualifying for a Repair-Related Reimbursement payment under this Settlement Agreement, the Settlement Administrator shall mail a check to the Claimant, at the address on the Repair-Related Expense Reimbursement Claim Form. Within 30 days after the Effective Date or 30 days after the Claims Deadline, whichever comes later, FCA US will deposit the portion of the Settlement Fund necessary to cover valid Claims relating to Repair-Related Reimbursements into the Escrow Account. For each Claim qualifying for a reimbursement payment under this Settlement Agreement, the Settlement Administrator shall mail a check to the Claimant, at the address on the Repair-Related Expense Reimbursement Claim Form, within 21 days of FCA US funding the Settlement Fund. The Settlement Website will contain updates on when Repair-Related Reimbursement claims will be paid out. All checks will be valid for 90 days.

The Effective Date for the Settlement will be the date of the Court's Order giving final approval to the Settlement if there are no objections or appeals. If there are objections or appeals, the date will be later. When the date becomes known it will be posted at [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com). The Hon. Judith Levy, U.S. District Court Judge, will hold a Fairness Hearing at 2:30 p.m. ET on December 1, 2022, at the U.S. District Court for the Eastern District of Michigan, Ann Arbor Courthouse, 200 E. Liberty Street, Suite 300, Ann Arbor, MI 48104, or by virtual video or telephonic conference, to decide whether to approve the Settlement. (The hearing may be rescheduled without further notice. To obtain updated scheduling information, or for instructions to attend the hearing if it is conducted remotely, see [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com).)

If the Court approves the Settlement, there may be appeals afterward. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. **Please be patient.**

You may continue to check on the progress of the Settlement by visiting the website [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com) or calling the Settlement Administrator at 1-833-620-3582.

#### **12. What if my Claim is found to be deficient?**

If a Repair-Related Expense Reimbursement Claim is found to be deficient during the review process by the Settlement Administrator, you will be notified of the deficiency. You will then have an opportunity to remedy the deficiency within 20 days of the notice.

#### **13. What am I giving up by staying in the Class?**

Unless you exclude yourself in writing as described in the answer to Question 14, 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 [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com)) 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, (v) excess emissions unrelated to the Oil Consumption Defect, or (vi) any and all claims that relate to something other than a Class Vehicle and the alleged Oil Consumption 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 VII of the Settlement Agreement (available at [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com)) or you can contact Class Counsel identified in Section 17 below for free or speak with your own lawyer at your own expense.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **14. 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 *Wood v. FCA US*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391, saying that you want to “opt-out of” or “be excluded from” the Class Settlement in *Wood, et al. v. FCA US, LLC*, No. 5:20-cv-11054 (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 October 21, 2022.

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.

**15. 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 [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com).

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 October 21, 2022.

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.

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

No. If you exclude yourself, you cannot ask for any reimbursement; you will not receive an extended warranty for your vehicle; and, you will not be eligible to automatically receive a \$340 cash payment if you receive an engine long block replacement as part of CSN W80. 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**

**17. Do I have a lawyer in this case?**

The Court has appointed E. Powell Miller of the Miller Law Firm P.C., Steve W. Berman of Hagens Berman Sobol Shapiro, LLP, and Myles McGuire of McGuire Law P.C. to represent you and other Class Members. Together these lawyers are called Class Counsel.

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

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO, LLP  
1301 Second Avenue  
Suite 2000  
Seattle, WA 98101  
steve@hbsslaw.com

For more information, visit [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com), or call the Settlement Administrator at 1-833-620-3582.

Myles McGuire  
Eugene Y. Turin  
MCGUIRE LAW, P.C.  
55 W. Wacker Dr., 9th Fl.  
Chicago, IL 60601  
mmcguire@mcgpc.com  
eturin@mcgpc.com

Christopher R. Pitoun  
HAGENS BERMAN SOBOL SHAPIRO, LLP  
301 N. Lake Ave, Suite 920  
Pasadena, CA 91101  
christopherp@hbsslaw.com

**PLEASE DO NOT SEND CLAIM FORMS TO THE ABOVE ATTORNEYS.**

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

At a later date, 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 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 payments to Class Members. Class Counsel will not seek more than \$7,500,000 in fees and expenses or a service award of more than \$3,000 per named Class Representative. Class Counsel will file their motion for attorneys' fees and expenses by November 17, 2022. You may continue to check on the progress of Class Counsel's request for attorneys' fees, expenses, and service awards by visiting the settlement website [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com).

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**

**19. 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 a Class Representative Award to Plaintiffs. 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 October 21, 2022, and must mail or hand-deliver a copy of the objection to 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 D'Aunoy  
THOMPSON COBURN LLP  
One U.S. Bank Plaza, 26th Floor  
St. Louis, Missouri 63101

To be timely, objections that are mailed must be postmarked by October 21, 2022, and objections that are hand-delivered must be received by the Court, Class Counsels, and Counsel for FCA US by October 21, 2022.

Your objection letter must include:

1. the name and title of the lawsuit, *Amber Wood, et al. v. FCA US, LLC*, No. 5:20-cv-11054 (E.D. Mich.);
2. a detailed written statement of each objection being made, including the specific reasons for each objection, and any evidence or legal authority to support each objection;
3. your full name, address, and telephone number;
4. the model year and VIN of your Class Vehicle;
5. a statement of whether you or your lawyer will ask to appear at the Fairness Hearing to talk about your objections;
6. any supporting papers, materials, exhibits, or briefs that you want the Court to consider when reviewing the objection;
7. the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection;
8. a list of any other objections submitted by you or any of your counsel, to any class action settlements submitted in any court in the United States in the previous five years; and
9. your signature and that of your attorney, if you have one, and the date of the objection.

Submitting an objection allows 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.

## **20. 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 FAIRNESS 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.

## **21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 2:30 p.m. ET on December 1, 2022, at the U.S. District Court for the Eastern District of Michigan, Ann Arbor Courthouse, 200 E. Liberty Street, Suite 300, Ann Arbor, MI 48104, 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 will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay 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.

For more information, visit [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com), or call the Settlement Administrator at 1-833-620-3582.

The hearing may be rescheduled without further notice to you, and may be conducted remotely, so it is recommended you periodically check [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com) for updated information.

**22. Do I have to come to the Fairness Hearing?**

No. 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.

**23. May I speak at the Fairness Hearing?**

You may ask the Court's permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Amber Wood, et al. v. FCA US, LLC*, No. 5:20-cv-11054 (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 October 21, 2022 and be sent to Class Counsel and Defense Counsel whose addresses are provided below.

**IF YOU DO NOTHING**

**24. 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 Extended Warranty (if you continue to own or lease your Class Vehicle) and/or receive the \$340 cash payment if your vehicle received an engine long-block replacement under CSN W80. 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**

**25. 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 [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com).

Neither FCA US nor Class Counsel or the Class Representatives 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.

**26. How do I get more information?**

You can call the Settlement Administrator at 1-833-620-3582, write to them at *Wood v. FCA US*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391, or visit [www.FCATigersharkSettlement.com](http://www.FCATigersharkSettlement.com), where you will find information and documents about the Settlement, the Repair-Related Expense Reimbursement Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 13.

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.**

**WHAT ARE THE ADDRESSES YOU MAY NEED**

**Class Counsel:**

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

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO, LLP  
1301 Second Avenue  
Suite 2000  
Seattle, WA 98101  
steve@hbsslaw.com

Myles McGuire  
Eugene Y. Turin  
MCGUIRE LAW, P.C.  
55 W. Wacker Dr., 9th Fl.  
Chicago, IL 60601  
mmcguire@mcgpc.com  
eturin@mcgpc.com

Christopher R. Pitoun  
HAGENS BERMAN SOBOL SHAPIRO, LLP  
301 N. Lake Ave, Suite 920  
Pasadena, CA 91101  
steve@hbsslaw.com  
christopherp@hbsslaw.com

**Defense Counsel:**

Kathy A. Wisniewski  
Stephen D'Aunoy  
THOMPSON COBURN LLP  
One U.S. Bank Plaza, 26th Floor  
St. Louis, Missouri 63101

**Settlement Administrator:**

*Wood v. FCA US*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391