

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

CLAIR REYNOLDS, *et al.*,

Plaintiffs,

v.

FCA US LLC,

Defendant.

Case No. 2:19-cv-11745

District Judge Mark A. Goldsmith

Magistrate Judge Elizabeth A. Stafford

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiffs Clair Reynolds, Monica Martirano, William Martin Powers, Trina Hancock, Melinda Martinez, and Brady Laing (collectively, "Plaintiffs" or "Class Representatives"), by and through their attorneys, respectfully move the Court for an Order:

1. Granting preliminary approval of the proposed class action Settlement;
2. Preliminarily certifying, for settlement purposes only, and pursuant to the terms of the Settlement Agreement, the proposed Settlement Class for the purposes of providing notice to the Members of the proposed Settlement Class, approving the form and content of, and directing the distribution of the proposed Class Notice, attached to the Settlement Agreement as Exhibits A and B;

3. Authorizing and directing the Parties to retain CPT Group as the Settlement Administrator;

4. Appointing Saltz Mongeluzzi & Bendesky, P.C. and The Miller Law Firm, P.C. as Co-Lead Class Counsel; and

5. Scheduling a date for the Final Approval Hearing not earlier than one hundred and eighty (180) days after Preliminary Approval is granted.

In support of this Motion, Plaintiffs have contemporaneously filed a Memorandum of Law, with exhibits thereto.

The undersigned counsel certifies that counsel communicated in writing with opposing counsel on October 10, 2022, explaining the nature of the relief to be sought by way of this motion and seeking concurrence in the relief; opposing counsel thereafter expressly stated that FCA does not oppose the relief sought herein.

For the reasons set forth in the Memorandum of Law, Plaintiffs respectfully request that the Court grant their Unopposed Motion.

Dated: October 14, 2022

Respectfully submitted,

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

STATEMENT OF ISSUES PRESENTED

1. Whether Plaintiffs' settlement with FCA US LLC, embodied in the Settlement Agreement (attached as Exhibit 1), is fair, reasonable, and adequate and should be preliminarily approved?

Suggested Answer: Yes.

2. Whether the Court should provisionally certify the Settlement Class as it is defined herein under Federal Rule of Civil Procedure 23(a) and 23(b)(3)?

Suggested Answer: Yes.

3. Whether the Court should appoint Saltz Mongeluzzi & Bendesky, P.C. and The Miller Law Firm, P.C. as Co-Lead Class Counsel where they have extensive experience in class action litigation and exhaustive resources to ensure the matter is prosecuted efficiently and effectively?

Suggested Answer: Yes.

4. Whether the Court should grant preliminary approval of the Parties' proposed Class Action Settlement Agreement where federal policy favors settlement of class actions; the Parties negotiated the proposed settlement at arm's-length and in good faith; and the settlement reflects a fair, adequate, and reasonable resolution to the dispute?

Suggested Answer: Yes.

5. Whether the Court should approve the Parties' proposed notices to Class Members where they fairly and fully apprise the prospective Members of the Class of the terms proposed in the settlement, the reasons for the settlement, the legal effect of the settlement, and provide Class Members with an opportunity to lodge objections and/or opt out?

Suggested Answer: Yes

6. Whether the Court should set a date for a fairness hearing to consider any objections to the proposed settlement?

Suggested Answer: Yes.

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Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp., 497 F.3d 615 (6th Cir. 2007)

Plaintiffs Clair Reynolds, Monica Martirano, William Martin Powers, Trina Hancock, Melinda Martinez, and Brady Laing (collectively, “Plaintiffs” or “Class Representatives”), on behalf of themselves and the proposed Class, respectfully submit this Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Motion”) and respectfully move the Court for preliminary approval of the proposed Class Action Settlement (“Settlement” or “Settlement Agreement”) entered into with Defendant FCA US LLC (“Defendant” or “FCA US”), as set forth in the Settlement Agreement, attached as Exhibit 1.

I. INTRODUCTION

Plaintiffs and FCA US (collectively, the “Parties”) have reached a proposed Settlement resolving the allegations that Model Year 2018-2020 Jeep Wranglers and 2020 Jeep Gladiators (“Class Vehicles”) were designed, manufactured, marketed, sold, and leased with a latent, undisclosed defect that caused the front suspension steering damper to be ineffective when damping oscillation of the steering system, resulting in the sustained shake or shimmy in the steering wheel and front suspension after contact with a bumpy road surface at highway speeds; that FCA US sold these vehicles knowing of the safety risks posed thereby; and that such information would be material to a reasonable consumer. The Consolidated Amended Class Action Complaint (“CAC”) (ECF No. 55) asserts causes of action against FCA US for both

statutory violations and under common law, on behalf of Plaintiffs and Class Members—current and former owners and lessees of the Class Vehicles from various states. On June 30, 2021, the Court granted in part and denied in part FCA US’s challenges to these causes of action (ECF No. 46). Since that time, the Parties have been actively engaged in discovery.

On May 2, 2022, the Court appointed Christopher G. Darrow, Esquire as a Facilitator of settlement discussions. On June 17 and August 15, 2022, the Parties participated in full-day mediation sessions with Mr. Darrow. The Parties have also engaged in numerous individual discussions with Mr. Darrow. As a result of those discussions, the Parties negotiated a settlement that will provide substantial relief to the Class. The benefits the Class Members will receive as a result of this Settlement are eminently fair, reasonable, and adequate, especially in light of the significant risks posed by continued litigation.

In particular, pursuant to the Settlement Agreement and discussed in greater detail below, Class Members will receive an extension on their vehicle’s existing New Vehicle Warranty to eight (8) years or ninety thousand (90,000) miles, vehicle improvements in the form of the most recent version of the steering damper, and reimbursements for prior steering damper repairs. This is an exceptional result for the Class, which seeks to ensure that the Defect is remedied in Class Members’

vehicles at no additional costs, and that Class Members are reimbursed for out-of-pocket expenses incurred for repairs.

Accordingly, the Settlement satisfies all the prerequisites for preliminary approval. For these reasons stated more fully below, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement and enter the proposed Preliminary Approval Order.

II. PROCEDURAL HISTORY

Plaintiff Reynolds's original Complaint was filed in this Court on June 12, 2019, and amended on January 27, 2020 to add additional Plaintiffs and claims. On March 6, 2020, Plaintiff Martinez filed her action in the Central District of California. FCA US moved to dismiss all cases. While this motion was pending, the Parties agreed to transfer the *Martinez* Action from the Central District of California to the Eastern District of Michigan and consolidate it with this Action. *See* ECF No. 29.

Afterwards, on June 30, 2021, the Court granted in part and denied in part FCA US's Motions to Dismiss the *Reynolds* and *Martinez* actions. ECF No. 46. The CAC was filed on August 6, 2021, and FCA US filed its Answer to the CAC with Affirmative Defenses on August 27, 2021, thereby closing the pleadings. ECF Nos. 55-56. The Parties conducted extensive discovery over the next year, until an agreement in principle to settle the case was reached on August 23, 2022.

III. FACTUAL BACKGROUND

Plaintiffs have alleged that the Class Vehicles suffer from a defect that causes the steering wheel and front suspension to shake after contact with a bumpy road surface at highway speeds and presents an unsafe driving condition. CAC ¶¶ 3, 155-165. After Plaintiff Reynolds commenced her Action in June 2019, FCA US circulated its CSN V41 to approximately 192,000 2018-2019 Jeep Wrangler owners, stating:

The front suspension steering damper on about 192,000 of the above [2018-2019 Jeep Wrangler] vehicles may not effectively damp oscillation of the steering system, resulting in a sustained shake or shimmy in the steering wheel. This can be more noticeable when driving at speeds exceeding 55 Miles Per Hour (MPH) 88 Kilometers Per Hour (KPH) after contacting a bumpy road surface and in temperatures below 40° Fahrenheit (5° Celsius).

Plaintiffs contend that FCA US knew about the alleged defect prior to sale and has received thousands of complaints from Class Members about it. *Id.* ¶¶5, 166-206. Prior to this Settlement, no warranty provision in the New Vehicle Warranty after 3 years / 36,000 miles covered the front suspension steering damper in Class Vehicles.

IV. THE SETTLEMENT AGREEMENT AND TERMS

A. The Proposed Settlement Class

Plaintiffs seek to certify the following Class for Settlement purposes only:

All individuals who purchased or leased in the United States a Model Year 2018-2020 Jeep Wrangler or Model Year 2020 Jeep Gladiator.

See Ex. 1, Settlement Agreement, § 2.6.

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; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (*i.e.*, salvage or junkyard vehicles) (subject to verification through Carfax or other means); and current or former owners of a Class Vehicles that previously released their claims in an individual settlement with FCA US with respect to the issues raised in the Action.

Id.

B. The Relief and Settlement Consideration

The Settlement provides substantial relief to the Settlement Class. The relief—which is nationwide in scope—includes monetary reimbursement, remedies for the alleged defect, and a warranty extension to cover future costs incurred relating to the alleged defect. The Settlement also includes direct notice, paid for by FCA US, of the Settlement and the rights of Class Members. Specifically, the Settlement provides the following:

1. Warranty Extension

Pursuant to the Settlement, FCA US will provide a warranty extension, applicable to the Class Vehicles, to cover the cost of all parts and labor necessary to replace a failed front suspension steering damper for a period of eight (8) years or ninety thousand (90,000) miles (whichever occurs first) from the In-Service Date of the Class Vehicle. *Id.* § 3.1. This Extended Warranty follows the Class Vehicles; thus, it would apply to subsequent purchasers and lessees. *Id.* § 3.2.

2. Product Improvements

Any replacement steering damper installed under the Warranty Extension will be the then currently authorized (updated) version of the steering damper. *Id.* § 3.6.

3. Reimbursements for Repairs

As with Class Vehicles subject to CSN V41, any Class Member who paid for a steering damper repair is entitled to submit a claim for reimbursement. *Id.* § 3.7.

4. Costs of administration and notice

FCA US shall be responsible for all administration expenses, including notice to the Class Members of the proposed Settlement. *Id.* § 3.8.

C. Release of Claims

As set forth in the Settlement Agreement, including in Section VII, in exchange for the above relief, Plaintiffs and the Settlement Class will release FCA US from liability for all claims arising out of this litigation and the facts or circumstances that were or could have been alleged in the Action. *Id.* § 7.1; §§ 7.2-

7.7. However, the Settlement Agreement does not release claims for death, personal injuries, or other issues unrelated to the defect alleged in this Action. *Id.* § 7.2.

D. Settlement Notice and Right to Opt Out

Following the Court granting preliminary approval of the Settlement, the Settlement Administrator will provide by direct U.S. mail, to all reasonably identifiable Class Members, a notice substantially in the form attached as Exhibit A to the Settlement Agreement (the “Short-Form Notice”). *Id.* § 5.3. The Settlement Administrator will also set up and maintain a settlement website where Class Members can access a “Long-Form Notice,” attached as Exhibit B to the Settlement Agreement, a copy of the Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. *Id.* 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. *Id.*

Within 21 days of entry of the Preliminary Approval Order, for purposes of mailing Notice, FCA US will provide the Settlement Administrator all available names and mailing address information for original and subsequent purchasers and lessors of each Class Vehicle, along with those Class Vehicles’ Vehicle Identification Numbers (“VINs”). *Id.* § 5.4.

Any Class Member may make a request for exclusion by submitting a request in writing as set forth in the Notice. *Id.* § 9.2. The deadline for submitting such request will be specified in the Court’s preliminary approval order. *Id.* § 9.3. Any request for exclusion shall:

- (i) state the Class Member’s full name and current address;
- (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease; and
- (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class.

Id. § 9.4. 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 30 days after the Notice Date. *Id.* § 9.7.

E. Class Counsel Fees and Expenses and Plaintiffs’ Service Awards

Plaintiffs intend to file a motion for attorneys’ fees and expenses prior to the final approval hearing. The Parties have agreed that Co-Lead Class Counsel may apply to the Court for attorneys’ fees and expenses, inclusive of costs, for an amount not to exceed \$3,950,000. *Id.* § 6.1. FCA US shall pay Class Counsel an amount awarded by the Court for attorneys’ fees and litigation expenses. *Id.* FCA US reserves the right to file objections to any application or request for Attorneys’ Fees and Expenses filed with the Court. *Id.* Further, the Parties have agreed that FCA US will not oppose Plaintiffs’ request that FCA US separately pay Service Awards of \$4,000 to each of the Class Representatives. *Id.* § 6.2.

V. THE SETTLEMENT CLASS SHOULD BE PRELIMINARILY CERTIFIED

In connection with granting preliminary approval of the Settlement, the Court should preliminarily certify the Settlement Class, comprised of all individuals who purchased or leased in the United States a Model Year 2018-2020 Jeep Wrangler and 2020 Jeep Gladiator. *See id.*, § 2.6.

A proposed settlement class must satisfy the requirements of Rule 23. *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 625 (6th Cir. 2007). To be entitled to class certification, a plaintiff must satisfy each of Rule 23(a)'s four prerequisites to class certification: (i) numerosity; (ii) commonality; (iii) typicality; and (iv) adequacy of representation. *See Fed. R. Civ. P. 23(a)*. In addition, the proposed class must meet one of the three requirements of Rule 23(b). *See id.* That the Parties have reached a settlement in this matter is a relevant consideration in the class-certification analysis. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 619 (1997). Indeed, "courts should give weight to the parties' consensual decision to settle class action cases, because that law favors settlement in class action suits." *Daoust v. Maru Rest., LLC*, 2019 WL 1055231, at *1 (E.D. Mich. Feb. 2, 2019) (granting preliminary approval of class action settlement); *see also Amchem*, 521 U.S. at 620 (when "[c]onfronted with a request for settlement-only class certification, a district court need not inquire

whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”).

A. The Settlement Class Satisfies the Requirements of Rule 23(a)

The proposed Settlement Class meets Rule 23(a)’s requirements of numerosity, commonality, typicality, and adequacy of representation. *See Senter v. Gen. Motors Corp.*, 532 F.2d 511 (6th Cir. 1976), *cert. denied*, 429 U.S. 870 (1976); *UAW.*, 497 F.3d 615, 626 (6th Cir. 2007). The Class, consisting of the current and former owners and lessees of over 100,000 Class Vehicles in addition to the 192,000 Class Vehicles identified for CSN V41, is “so numerous that joinder of all members is impracticable.” *See Fed. R. Civ. P. 23(a)(1)*.

Common issues of fact and law are present because the Class’s causes of action all flow from the same allegations of a common defect. *See Daffin v. Ford Motor Co.*, 458 F.3d 549, 552 (6th Cir. 2006) (affirming finding of commonality based on an alleged uniform design defect in vehicles). These common issues include whether the alleged defect exists in the Class Vehicles, and whether FCA US was aware of it. Typicality is similarly satisfied because the Settlement Class’s claims all arise from the same alleged course of conduct and the alleged Defect. *See Beattie v. CenturyTel, Inc.*, 234 F.R.D. 160, 169 (E.D. Mich. 2006) (finding typicality to be satisfied where the plaintiffs’ claims “arise[] from the same event or practice or course of conduct that gives rise to the claims of other class members”).

Finally, the Plaintiffs “will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Plaintiffs have common interests with other Class Members and have vigorously prosecuted the interests of the Class through qualified counsel. *Rutherford v. City of Cleveland*, 137 F.3d 905 (6th Cir. 1998). There is no conflict between the Plaintiffs and any member of the Settlement Class.

B. The Settlement Class May be Properly Certified Under Rule 23(b)(3)

In addition to the requirements of Rule 23(a), a proposed class must satisfy one of the three alternatives of Rule 23(b). Plaintiffs here seek certification under Rule 23(b)(3).

1. This Action may be certified under Rule 23(b)(3)

Certification under Rule 23(b)(3) is appropriate here. Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). These requirements were added “to cover cases ‘in which a class action would achieve economies of time, effort, and expense, and promote . . . uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.’” *Amchem*, 521 U.S. at 615 (quoting Fed. R. Civ. P. 23(b)(3) advisory committee’s notes to 1966 Amendment). Both requirements are satisfied here.

i. Common issues of fact and law predominate

Rule 23 (b)(3)'s predominance requirement "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 564 (6th Cir. 2007) (quoting *Amchem*, 521 U.S. at 632). A plaintiff "must establish that 'the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, . . . predominate over those issues that are subject only to individualized proof.'" *Id.* (citation omitted).

Here, FCA US's alleged common course of conduct gives rise to the basis for the claims at bar and demonstrates that common proof, not dependent on any individual Class Member's circumstances, will predominate in this case.

The common questions applicable to every Class Member include whether the alleged defect exists, whether FCA US was aware of it and when, whether FCA US concealed the existence of the alleged defect from Class Members, and whether Class Members sustained damages. Courts have routinely found that similar common issues predominate in automotive defect cases. *See, e.g., Daffin*, 458 F.3d at 554; *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1173 (9th Cir. 2010) (common issues predominate such as whether Land Rover was aware of and had a duty to disclose the defect); *Keegan v. Am. Honda Motor Co.*, 284 F.R.D. 504, 532-34 (C.D. Cal. 2012) (predominance found based on common evidence of the nature of the defect, the

defect's impact on vehicle safety, Honda's knowledge, and what Honda disclosed to consumers). Given the uniformity of the Class Vehicles' design, the nature of the defect alleged, and the allegations concerning FCA US's conduct, resolution of the Settlement Class's claims is particularly susceptible to adjudication on a collective basis pursuant to Rule 23(b)(3).

ii. A class action is a superior method of adjudication

Rule 23(b)(3) also requires that Plaintiffs demonstrate that a class action is "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Here, class wide resolution of this action is the superior method of adjudication.

First, the value of the claims is too low to incentivize many Class Members to litigate their claims individually and weighs in favor of concentrating the claims in a single forum. *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 722 F.3d 838, 861 (6th Cir. 2013). This is especially true here, where Settlement Class Members would likely be unable or unwilling to individually shoulder the expense of litigating the claims at issue, given the potential limited monetary awards for those Settlement Class Members.

In addition, because the central issues here are common to all Class Members, resolution on a class-wide basis is the most efficient method of resolving the claims. *See* 2 William B. Rubenstein, *NEWBERG ON CLASS ACTIONS*, § 4.74 (5th ed.

2020) (noting that “a finding of predominance is typically . . . coupled with a finding that a class is manageable”). Indeed, proceeding as a class action will “achieve significant economies of ‘time, effort and expense, and promote uniformity of decision.’” *See In re U.S. Foodservice Inc. Pricing Litig.*, 729 F.3d 108, 130 (2d Cir. 2013) (quoting Fed. R. Civ. P. 23(b)(3) advisory committee’s notes to 1946 Amendment); *see also Bobbitt v. Acad. of Court Reporting, Inc.*, 252 F.R.D. 327, 345 (E.D. Mich. 2008).

VI. THE PROPOSED SETTLEMENT SATISFIES THE STANDARD FOR PRELIMINARY APPROVAL

Federal Rule of Civil Procedure 23(e) governs the settlement of class actions. *See* Fed. R. Civ. P. 23(e); *Amchem*, 521 U.S. at 617. Under Rule 23(e), a class settlement must be “fair, reasonable, and adequate.” *UAW*, 497 F.3d at 631 (citing *Granada Inv., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992); *Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th Cir. 1983). The Sixth Circuit has recognized that “the law generally favors and encourages the settlement of class actions.” *Franks v. Kroger Co.*, 649 F.2d 1216, 1224 (6th Cir. 1981); *UAW*, 497 F. 3d at 632 (“[W]e must consider—the federal policy favoring settlement of class actions”); *Vassalle v. Midland Funding, LLC*, 2014 WL 5162380, at *6 (N.D. Ohio Oct. 14, 2014), *aff’d sub nom. Pelzer v. Vassalle*, 655 F. App’x 352 (6th Cir. 2016) (“It is axiomatic that the settlement of class-action litigation is favored”); *Griffin v. Flagstar Bancorp, Inc.*, 2013 WL 6511860, at *2 (E.D. Mich. Dec. 12, 2013) (“The Sixth Circuit and

courts in this district have recognized that the law favors the settlement of class action lawsuits.”).

The Sixth Circuit utilizes seven factors in evaluating class action settlements: (1) the risk of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest. *UAW*, 497 F.3d at 631; *see also Williams*, 720 F.2d at 922-23. In considering these factors, courts apply a “strong presumption” in favor of finding a settlement to be fair. *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1008 (S.D. Ohio 2001) (“Being a preferred means of dispute resolution, there is a strong presumption by courts in favor of settlement”); *see also Bautista v. Twin Lakes Farms, Inc.*, 2007 WL 329162, at *5 (W.D. Mich. Jan. 31, 2007); *Robinson v. Ford Motor Co.*, 2005 WL 5253339, at *4 (S.D. Ohio June 15, 2005).

As set forth below, the seven-factor standard supports approval of the Settlement Agreement.

A. There is No Fraud or Collusion

The Parties have at all relevant times been represented by experienced counsel. Co-Lead Class Counsel have significant experience litigating numerous consumer class actions, including automotive defect cases. The Settlement

Agreement was achieved only after arm's-length and good faith negotiations between the Parties with the Court-appointed Facilitator, Christopher G. Darrow, Esquire. As such, there is no indication of fraud or collusion. *In re Telectronics Pacing*, 137 F. Supp. 2d at 1016 (citing NEWBERG ON CLASS ACTIONS § 11.51 (3d ed. 1992) (“Courts respect the integrity of counsel and presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered.”)).

B. The Complexity, Expense, and Likely Duration of the Litigation Favor Approval

The Settlement in this action comes at an opportune time given that, if the litigation continues, there will be substantial additional expense to the Parties associated with necessary expert discovery, dispositive motion practice, and pre-trial preparations. The Parties have negotiated at arm's-length early in the litigation preventing the need for a drawn-out multi-year litigation battle and delayed relief to the Class. If litigation continues, for example, the Parties will complete fact discovery, engage in extensive expert discovery, including completing FCA US depositions, expert deposition and future briefing on motions for class certification, and summary judgment. Moreover, a trial in this action would be complex given the relevant factual and legal issues involved.

And, even if Plaintiffs prevailed at trial, it could be years before any Class Members receive any benefit in light of the likely post-trial motions and appeals to

follow. Meanwhile, the Settlement provides substantial relief to the Settlement Class in a prompt and efficient manner. “Whatever the relative merits of the parties’ positions, there is no such thing as risk-free, expense-free litigation.” *IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 596 (E.D. Mich. 2006).

C. The Amount of Discovery Engaged in by the Parties Favors Approval

The Settlement was reached with less than a month remaining in fact discovery. The Parties had completed their documents productions. FCA US had completed all Plaintiffs’ depositions. Plaintiffs completed reviewing over 100,000 pages of documents produced by FCA US and had begun deposing FCA US witnesses. Plaintiffs had also nearly completed their expert analysis on the front suspension steering dampers used by FCA US on Class Vehicles. Further, Plaintiffs had completed a nationwide survey of Jeep owners. This discovery allowed Co-Lead Class Counsel to make informed decisions regarding the terms of the Settlement Agreement and sufficiently assess whether they are fair, reasonable, and adequate.

D. The Likelihood of Success on the Merits Favors Approval

When evaluating the reasonableness of a class action settlement, courts consider “the risks, expense, and delay Plaintiffs would face if they continued to prosecute this complex litigation through trial and appeal and weighs those factors against the amount of recovery provided to the Class in the Proposed Settlement.” *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003). A

settlement is generally viewed favorably because it “avoids the costs, delays, and multitudes of other problems associated with them.” *See In re Telectronics Pacing*, 137 F. Supp. 2d at 1013 (citation and internal quotation marks omitted).

Here, but for the Settlement, the litigation would continue to be contested, and counsel for all Parties were committed to litigate this case through trial and beyond, if necessary. Accordingly, there are substantial risks and costs if this action were to proceed. While Co-Lead Class Counsel believe that the Plaintiffs and putative Class would ultimately prevail at trial, Co-Lead Class Counsel recognize that ultimate success is not assured and believe that this Settlement, when considering the risks of proving both liability and recoverable damages, is unquestionably fair, adequate, and reasonable. *See, e.g., In re Packaged Ice Antitrust Litig.*, 2011 WL 6209188, at *11 (E.D. Mich. Dec. 13, 2011) (finding that while plaintiffs may “remain optimistic about their ultimate chance of success[,] there is always a risk that Defendants could prevail with respect certain legal or factual issues,” which weighs in favor of approval of settlement). As such, avoiding unnecessary expense of time and resources clearly benefits all parties and the Court. *See UAW v. Ford Motor Co.*, 2006 WL 1984363, at *24 (E.D. Mich. July 13, 2006) (“The costs and uncertainty of lengthy and complex litigation weigh in favor of settlement.”).

E. Experienced Class Counsel’s Opinions Favor Approval

In considering approval of a proposed settlement, “[t]he Court should also consider the judgment of counsel and the presence of good faith bargaining between the contending parties.” *Rankin v. Rots*, 2006 WL 1876538, at *3 (E.D. Mich. June 27, 2006). Co-Lead Class Counsel here have extensive experience in handling class action cases, including automotive defect cases like at issue here (as discussed below). Co-Lead Class Counsel have thoroughly investigated and analyzed the claims alleged in this action, have made informed judgments regarding the Settlement and believe it is fair, reasonable, and adequate. Co-Lead Class Counsel also engaged in extensive, good-faith negotiations overseen by the Court-appointed Facilitator, Mr. Darrow. This further weighs in support of preliminary approval.

F. The Settlement is Fair to Absent Class Members

This factor evaluates whether the settlement “appears to be the result of arm’s length negotiations between the parties and fairly resolves all claims which were, or could have been asserted.” *In re Rio Hair Naturalizer Prods. Liab. Litig.*, 1996 WL 780512, at *14 (E.D. Mich. Dec. 20, 1996) (internal citation omitted). As set forth above, the Settlement Agreement was reached only after multiple arm’s-length mediation sessions and extensive settlement discussions over the course of many months. The resulting Settlement Agreement provides fair terms to all Class Members. Moreover, the release in this case extends only to claims that were or could

have been asserted in this case and, thus, there is no risk of unfairness to absent class members.

G. The Settlement is Consistent with the Public Interest

Finally, the Court should consider whether the settlement is consistent with the public interest. “[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *In re Cardizem CD*, 218 F.R.D. at 530 (quoting *Granada Inv., Inc.*, 962 F.2d at 1205). Here, it is clearly in the public interest to approve this Settlement. The Settlement provides extensive benefits; resolves the claims of the Class; eliminates the risk of non-recovery on behalf of the Class; provides certainty to the Parties and the Class; and eases the burden on the Court’s resources.

Overall, given the complexity, expense, and risks with continued litigation, the proposed settlement is fair, adequate, and reasonable.

VII. THE COURT SHOULD APPOINT CLASS COUNSEL

Pursuant to Fed. R. Civ. P. 23(g), Plaintiffs also move to appoint Saltz Mongeluzzi & Bendesky, P.C. and The Miller Law Firm, P.C. as Co-Lead Class Counsel. Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent

the interests of the class members. Rule 23(g)(1)(A) specifically instructs a court to consider:

(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Id. Here, each of Rule 23(g)(1)(A)'s considerations weigh strongly in favor of finding proposed Class Counsel as adequate. Specifically, proposed Co-Lead Class Counsel did substantial work identifying and investigating potential claims and properly supporting the allegations in the CAC. As part of their investigation and work, proposed Co-Lead Class Counsel retained and consulted with multiple experts, and carefully reviewed public materials along with documents and information produced by FCA US.

As reflected in their firm websites, proposed Co-Lead Class Counsel have substantial experience, individually and collectively, successfully prosecuting class actions and other complex litigation, including claims of the type asserted in this action. *See* www.smbb.com; www.millerlawpc.com. Hence, proposed Class Counsel's extensive efforts in prosecuting this case, combined with their in-depth knowledge of the subject area, satisfy Rule 23(g).

VIII. THE FORM AND MANNER OF NOTICE ARE PROPER

The manner in which the Class Notice is disseminated, as well as its content, must satisfy Fed. R. Civ. P. 23(c)(2) (governing class certification notice), Rule 23(e)(1) (governing settlement notice), and due process. *See Daoust*, 2019 WL 1055231, at *2. These requirements are adequately satisfied here. Rule 23(e) requires that notice of a proposed settlement be provided to class members. Notice satisfies the Rule when it adequately puts Class Members on notice of the proposed settlement and “describes the terms of the settlement, informs the classes about the allocation of attorneys’ fees, and provides specific information regarding the date, time, and place of the final approval hearing.” *Daoust*, 2019 WL 1055231, at *2.

Class Counsel recommends, and FCA US agrees, CPT Group be appointed as the Settlement Administrator here. *See* Ex. 2 (Settlement Administrator Resume). Following the Court granting preliminary approval of the Settlement, the Settlement Administrator will provide the Short Form Notice by direct U.S. mail. *Id.* § 5.3, Ex. A to Settlement Agreement. The Settlement Administrator will also set up and maintain a settlement website where Class Members can access a “Long-Form Notice” (*Id.*, Ex. B to Settlement Agreement), a copy of the Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. *Id.* 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.

The proposed notice plan satisfies all of Rule 23's requirements. The language of the Class Notice was drafted and agreed to by the Parties and is written in plain, simple terminology, including: (1) a description of the Settlement Class; (2) a description of the claims asserted in the action; (3) a description of the Settlement benefits and release of claims; (4) the deadlines and instructions for requesting exclusion; (5) the identity of Class Counsel for the Settlement Class; (6) the Final Approval Hearing date; (7) an explanation of eligibility for appearing at the Final Approval Hearing; and (8) the deadline and instructions for objecting to the Settlement. *See* Settlement Agreement (Ex. 1) at Exs. A and B. The Class Notice thus allows Settlement Class Members to make an informed and intelligent decision on whether to participate in the Settlement, exclude themselves, or object to the Settlement. In addition, pursuant to Fed. R. Civ. P. 23(h), the proposed Class Notice sets forth the maximum amount of Attorneys' Fees and Expenses and Service Awards that may be sought by Class Counsel and paid by FCA US.

The dissemination of the Class Notice likewise satisfies all requirements. The Settlement Administrator will mail the Short Form Notice to the last known address of each potential member of the Settlement Class, which will be checked and updated via the National Change of Address database after obtaining current addresses for Class Members from R.L. Polk & Company (or other similar third-party). *See* Ex. 1, § 5.4. If any Class Notice is returned as undeliverable, the Settlement Administrator

shall perform a reasonable search for a more current address and re-send the Class Notice. *Id.* § 5.6.

Accordingly, the proposed Class Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court.

IX. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court: (1) grant preliminary approval of the Settlement as fair, reasonable, and adequate, and in the best interest of the Class Members; (2) preliminarily certify the proposed Settlement Class for settlement purposes only; (3) preliminarily appoint Saltz Mongeluzzi & Bendesky, P.C. and The Miller Law Firm, P.C. as Co-Lead Class Counsel; (4) approve the form and content of, and direct the distribution of, the proposed Class Notice, and authorize and direct the Parties to retain CPT Group as Settlement Administrator; and (5) schedule a Final Approval Hearing not earlier than one hundred and eighty (180) days after Preliminary Approval is granted.

Dated: October 14, 2022

/s/ E. Powell Miller

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*Proposed Co-Lead Counsel for Plaintiffs
and the Settlement Class*

CERTIFICATE OF SERVICE

I hereby certify that on October 14, 2022, I electronically filed the foregoing documents using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ E. Powell Miller
E. Powell Miller (P39487)

INDEX OF EXHIBITS

Exhibit	Description
Exhibit 1	Settlement Agreement
Exhibit 2	Proposed Settlement Administrator’s Resume

Exhibit 1

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

CLAIR REYNOLDS, <i>et al.</i> , Plaintiffs, v. FCA US LLC, Defendant.	Case No. 2:19-cv-11745 District Judge Mark A. Goldsmith Magistrate Judge Elizabeth A. Stafford
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SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into by and among Plaintiffs Clair Reynolds, Monica Martirano, William Martin Powers, Trina Hancock, Melinda Martinez, and Brady Laing (collectively “Plaintiffs” or “Class Representatives”), and Defendant FCA US LLC (“FCA US” or “Defendant”) (Plaintiffs and FCA US are collectively referred to as the “Parties”), subject to the approval of the Court.

I. RECITALS

WHEREAS, Plaintiffs filed two class actions alleging that Model Year (“MY”) 2018-2020 Jeep Wrangler and 2020 Jeep Gladiator vehicles were designed, manufactured, marketed, sold, and leased with a latent, undisclosed defect that caused the front suspension steering damper to be ineffective when damping oscillation of the steering system after contact with a bumpy road surface at highway speeds, and

that FCA US sold these vehicles knowing of the safety risks posed by the defect and that it would be material to a reasonable consumer;

WHEREAS, the first-filed case was *Reynolds v. FCA US LLC*, Case No. 2:19-cv-11745 (E.D. Mich., filed June 12, 2019 and amended January 27, 2020); and the second-filed case was *Martinez v. FCA US LLC*, Case No. 5:20-cv-00463 (C.D. Cal., filed March 6, 2020);

WHEREAS, on October 27, 2020, pursuant to a stipulation by the Parties, the Court consolidated the *Martinez* case with the *Reynolds* case captioned under *Reynolds v. FCA US LLC*, Case No. 2:19-cv-11745 (E.D. Mich.) for all purposes, including trial (ECF No. 29);

WHEREAS, on June 30, 2021, the Court granted in part and denied in part FCA US's Motions to Dismiss the *Reynolds* and *Martinez* actions (ECF No. 46);

WHEREAS, on August 6, 2021, Plaintiffs filed a Consolidated Amended Class Action Complaint and Demand for Jury Trial (ECF No. 55);

WHEREAS, on August 27, 2021, FCA US filed its Answer to the Consolidated Amended Class Action Complaint with Affirmative Defenses and Jury Demand (ECF No. 56);

WHEREAS, the Parties then engaged in extensive discovery over the course of the next ten months;

WHEREAS, on May 2, 2022, the Court appointed Christopher G. Darrow, Esquire as Facilitator of settlement discussions;

WHEREAS, on June 7, 2022 and August 15, 2022, pursuant to stipulation by the Parties, the Court dismissed the claims of Plaintiffs Ken Schafer and Jared Thomas Pineda, respectively;

WHEREAS, on June 17, 2022 and August 16, 2022, Plaintiffs and FCA US participated in full-day mediation sessions with Mr. Darrow;

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 shall 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, each Plaintiff and Defendant has 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 August 23, 2021, the Parties reached an agreement in principle on terms and conditions of settlement and drafted a term sheet;

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 Plaintiffs (for themselves and the Class Members) and FCA US, 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 shall have the following meanings:

2.1 “Action” means the consolidated lawsuits captioned under *Clair Reynolds, et al. v. FCA US LLC*, No. 2:19-cv-11745 (E.D. Mich.), inclusive of the underlying cases that were consolidated.

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 Class Counsel to compensate them, and any other attorneys for Plaintiffs or the Settlement Class, and is inclusive of all attorneys’ fees, costs, and expenses of any kind in connection with the Action and the underlying consolidated cases. Class Counsel agrees not to submit a request for Attorneys’ Fees and Expenses that exceeds the sum of \$3,950,000 (“Three Million Nine Hundred Fifty Thousand Dollars”). Attorneys’ Fees and Expenses shall be in addition to the benefits provided directly to the Settlement Class and shall not reduce or otherwise have any effect on the benefits made available to the Settlement Class. Attorneys’ Fees and Expenses shall not be meant to include the payment of service awards to settlement class representatives by FCA US, as discussed below.

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

2.5 “Claimant” is a Class Member or other person or entity eligible to make a Claim pursuant to this Settlement Agreement.

2.6 “Class” or “Settlement Class” means:

All individuals who purchased or leased in the United States a Model Year 2018-2020 Jeep Wrangler or Model Year 2020 Jeep Gladiator.

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; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (*i.e.*, salvage or junkyard vehicles) (subject to verification through Carfax or other means); and current or former owners of a Class Vehicles who previously released their claims in an individual settlement with FCA US with respect to the issues raised in the Action.

2.7 “Class Vehicle” means Model-Year 2018-2020 Jeep Wrangler and Model-Year 2020 Jeep Gladiator vehicles.

2.8 “Co-Lead Class Counsel” means the law firms of Saltz Mongeluzzi & Bendesky, P.C. and The Miller Law Firm, PC.

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

2.10 “Customer Service Notification”, or “CSN” means the documents issued by FCA US that provide authorized FCA US dealerships with recommended diagnostic and repair procedures for Class Vehicles, including CSN V41.

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 “Fairness Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to finally designate Plaintiffs as the representatives 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 the Class

Representatives' Application for Class Representative Service Awards; and (g) consider whether to enter the Final Approval Order.

2.13 "FCA US's Counsel" means Thompson Coburn LLP, who are the attorneys of record representing FCA US.

2.14 "In-Service Date" shall mean the date on which a Class Vehicle was delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a "demonstrator" or "company" car, on the date such vehicle was first placed in service.

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

2.16 "Notice" means the Short-Form Notice and/or Long-Form Notice, substantially in the same form as Exhibits A and B.

2.17 "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 (90) days after the Court enters the Preliminary Approval Order.

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

2.19 “Released Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, actions, rights of action, remedies of any kind and/or causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiffs and any and all Class Members relating to the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters alleged in the Action concerning the front suspension steering damper in Class Vehicles, whether arising under statute, 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 relating to violation of California Business and Professions Code Sections 17200-17209, California Business and Professions Code Section 17500, or the California Consumers Legal Remedies Act (California Civil Code Sections 1750-1784), any consumer protection, consumer fraud, unfair business practices or deceptive trade practices laws, any legal or equitable theories, 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, including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, recovery of attorneys' fees or litigation costs, or any other legal or equitable relief. The Released Claims do not include claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation. Nothing in this Settlement shall be construed as a waiver, release and/or compromise of any pending automobile lemon law claim.

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

foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

2.21 “Service Awards” means the \$4,000 (“Four Thousand Dollars”) that FCA US has agreed to pay each Plaintiff who serves as a putative class representative in the Action, upon finalization of this Settlement Agreement and approval by the Court.

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

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

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

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

III. SETTLEMENT CONSIDERATION

In consideration for the Settlement, entry of Judgment, and dismissal, and for the Release provided herein, FCA US agrees to provide the following consideration to the Class:

A. Warranty Extension.

3.1 Beginning on the first day after the Effective Date, FCA US will extend its existing warranty obligations applicable to Class Vehicles to cover the costs of all parts and labor to replace a failed front suspension steering damper as described in the operative Complaint for a period of 8 years or 90,000 miles (whichever occurs first) from the date the vehicle was first sold to its original owner or lessee. Except for the durational limits applicable to the front suspension steering damper, the terms and conditions of the Basic Limited Warranty and Powertrain Limited Warranty shall apply.

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

3.3 The Class Members shall not be required to present any Settlement-related document to receive warranty service at an authorized FCA US dealership.

3.4 All rights and conditions otherwise available to owners and lessees under preexisting warranties will continue to remain available to Class Members notwithstanding the implementation of this Settlement. Nothing in this Settlement

will be construed as diminishing or otherwise affecting any other express or implied warranties covering the Class Vehicles.

3.5 FCA US may implement or continue to implement any additional customer satisfaction or goodwill policy, program, or procedure at their discretion, and may extend goodwill consideration to individual Class Members on a case-by-case basis, without regard to their entitlement to relief under the Settlement. No such goodwill decision by FCA US, however, shall act to deprive a Class Member or Claimant of the benefits available under the Settlement.

B. Product Improvements.

3.6 Any replacement steering damper installed pursuant to this Warranty Extension shall be the then currently authorized version of the steering damper at the time of the repair.

C. Claims Procedure—Repair Reimbursements.

3.7 Any Class Member who paid for a repair relating to the replacement of a front suspension steering damper is entitled to submit a claim for reimbursement to www.fcarecallreimbursement.com. Prior to the motion for final approval, FCA US will provide to Co-Lead Class Counsel data that shows the number of claims submitted and the number of claims paid.

D. Costs of Administration and Notice.

3.8 FCA US shall be responsible for all Administration Expenses including Notice. In no event shall Plaintiffs' Counsel or the Class be responsible for any Administration Expenses.

IV. CLAIMS ADMINISTRATION

4.1 Claims submitted pursuant to this Settlement shall be submitted through FCA US's reimbursement system. The details for submission through FCA US's reimbursement system shall be posted prominently in each of the following locations: the Short-Form Notice, Long-Form Notice, and a dedicated Settlement Website.

V. NOTICE TO THE CLASS

A. CAFA Notice.

5.1 In compliance with the attorney general notification provision of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, FCA US shall 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 shall bear all costs associated with effecting the CAFA Notice.

B. Notice Deadline.

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

C. Individual Class Notice Methods.

5.3 Following the Court granting preliminary approval of this Settlement, the Settlement Administrator shall send the Short-Form Notice by direct U.S. mail to all reasonably identifiable Class Members. The Settlement Administrator shall further set up and maintain a Settlement Website where Class Members can access the Long-Form Notice, 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.

5.4 For purposes of mailing Notice, FCA US agrees to provide to the Settlement Administrator within 21 days of entry of the Preliminary Approval Order all available names and mailing address information for original and subsequent purchasers and lessors of each Class Vehicle, along with the Vehicle Identification Number (“VIN”) for those Class Vehicles. The Settlement Administrator shall provide all available contact information, including all Class Vehicles’ VINs, to R.L.

Polk & Company, or a similar third-party entity, which shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies. Prior to mailing the individual Short-Form Notice, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Members.

5.5 The Parties agree that the names and addresses provided to the Settlement Administrator shall not be used for any purpose other than for providing the written notice identified herein and that such names and addresses shall 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.

5.6 For all Class Members for whom the Notice is returned with forwarding address information, the Settlement Administrator shall 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 shall perform an advanced address search and re-mail the Notice to the best-known address resulting from that search.

5.7 For a period ending 90 days after the Notice Date, the Settlement Administrator shall 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 shall 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.

VI. ATTORNEYS' FEES AND SERVICE PAYMENTS

6.1 The Parties agree that Co-Lead 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 \$3,950,000 (Three Million Nine Hundred Fifty Thousand Dollars). FCA US shall pay Class Counsel an amount awarded by the Court for attorneys' fees and litigation expenses. FCA US reserves the right to file objections to any application or request for Attorneys' Fees and Expenses filed with the Court. Attorneys' Fees and Expenses shall be in addition to the benefits provided directly to the Settlement Class (and shall be in addition to the Service Awards) and shall not reduce or otherwise have any effect on the benefits made available to the Settlement Class.

6.2 Upon finalization of this Settlement Agreement, the Parties have agreed that FCA US will not oppose Plaintiffs' request that FCA US separately pay Service

Awards of \$4,000 (Four Thousand Dollars) to each of the Class Representatives through Co-Lead Class Counsel.

6.3 FCA US shall pay Co-Lead Class Counsel the Service Awards and any Attorneys' Fees and Expenses awarded by the Court within 30 days following the later of: (i) the Effective Date or (ii) the first date after the Court enters an order awarding Attorneys' Fees and Expenses and Service Awards, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order. Within 3 days following (i) the Effective Date or (ii) the first date after the Court enters an order awarding Attorneys' Fees and Expenses and Service Awards, and all appellate rights with respect to said order have expired or been exhausted in such a manner as to affirm the order, Co-Lead Class Counsel shall provide FCA US a W-9 and wire instructions for receipt of the Court awarded Attorneys' Fees and Expenses and Service Awards.

VII. RELEASE

7.1 Upon entry of a Court order granting final approval of the Settlement and entering judgment pursuant to section VIII.C below, Plaintiffs and the Settlement Class irrevocably release, waive, and discharge any and all past, present, and future Released Claims against Releasees. These include, by way of example, claims and/or demands for damages, costs, attorneys' fees, losses, that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected

or unsuspected, whether or not specifically named herein, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equitable principle, and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters pleaded in any complaint filed in the Action concerning the front suspension steering damper in Class Vehicles.

7.2 The Settlement Agreement and Release in Section 7.1 do not release claims for death, personal injuries, or other claims unrelated to the front suspension steering damper. 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, the Class Representatives, on behalf of themselves and all Class Members, hereby expressly waive and relinquish to the fullest extent permitted by law, the rights provided by Section 1542 of the California Civil Code, which provides:

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

Each of the Class Representatives expressly acknowledges that the Class Representative has been advised by Co-Lead Class Counsel, or their designee, of the contents and effects of Section 1542, and with knowledge, each of the Class Representatives hereby expressly waives, on behalf of the Class Representative and all Class Members, whatever benefits the Class Representatives and the Class Members may have had pursuant to such section. Each of the Class Representatives hereby expressly waives, on behalf of the Class Representative and all 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.

7.3 Plaintiffs and Class Members recognize that, even if they later discover facts in addition to or different from those that they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, Releasers 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.

7.4 By this Settlement Agreement, FCA US releases the Plaintiffs and Plaintiffs' Counsel from all claims or causes of action that were, or could have been, asserted by FCA US pertaining to this Action or Settlement. FCA US recognizes that, even if it later discovers facts in addition to or different from those that it now

knows or believes to be true, it nevertheless agrees that, upon entry of an order granting final approval of 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.

7.5 This Settlement and the release in the preceding paragraph do not affect the rights of Class Members who timely and properly request exclusion from the Class, or anyone encompassed within the class definitions set forth in the complaints in this Action who is not a member of the 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.

7.6 The administration and consummation of the Settlement shall be under the authority of the Court. The Court shall 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.

7.7 Upon issuance of the Final Approval Order and Judgment: (i) the Settlement shall be the exclusive remedy for Class Members; (ii) Releasees shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Releasees.

VIII. SETTLEMENT APPROVAL PROCESS

A. Intention to Complete Settlement.

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

8.2 If the Preliminary Approval Order or the Final Approval Order and Judgment 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 shall 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 shall affect FCA US's obligation to pay all costs reasonably incurred by the settlement administration process.

B. Preliminary Court Approval.

8.3 Promptly after execution of this Settlement by the Parties, counsel for the Parties shall present this Settlement to the Court for review and jointly seek entry of an order that certifies the Class as a settlement class, grants preliminary approval of this Settlement, and directs the Settlement Administrator to provide notice of the Settlement in the manner detailed herein.

8.4 No later than 20 days before the Court hearing on final approval of the Settlement, the Settlement Administrator shall 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.

8.5 Once the Court enters a Preliminary Approval Order, counsel for the Parties shall use their best efforts to promptly obtain entry of a Final Approval Order and Judgment that:

- (a) Finds the Settlement to be fair, reasonable, and adequate;
- (b) Finds that the Notice given constitutes the best notice practicable;

- (c) Approves the Release specified in Section VII as binding and effective as to all Class Members who have not properly excluded themselves from the Class;
- (d) Directs that Judgment be entered on the terms stated herein; and
- (e) Provides that the Court will retain jurisdiction over the Parties and Class Members to enforce the terms of the Final Approval Order and Judgment.

8.6 Upon entry of the Final Approval Order and Judgment, this Action shall be dismissed, on its merits and with prejudice, with respect to all Plaintiffs and all Class Members who have not properly excluded themselves from the Class, and without prejudice as to anyone else, subject to the continuing jurisdiction of the Court.

IX. REQUESTS FOR EXCLUSION

9.1 The provisions of this section shall apply to any request by a Class Member for exclusion from the Class.

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

9.3 Any request for exclusion must be submitted no later than the date specified in the Court's Preliminary Approval Order.

9.4 Any request for exclusion shall (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class.

9.5 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.

9.6 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 this Settlement Agreement.

9.7 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 30 days after the Notice Date.

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

9.9 Upon certification of the Class in connection with the Preliminary Approval of this Settlement Agreement, 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 Settlement 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.

X. OBJECTIONS

10.1 The Parties will request that the Court enter an order requiring any Class Member who wishes to enter an objection to be considered, to submit a written notice of objection to the Settlement Administrator by the deadline set in the Court's Preliminary Approval Order.

10.2 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, *Clair Reynolds, et al. v. FCA US LLC*, No. 19-cv-11745 (E.D. Mich.); (ii) his/her/its full name, current address, and current telephone number; (iii) the model year and VIN of his/her/its 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 is representing 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) date the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

10.3 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 his or her 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.

10.4 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 such objecting person 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.

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

10.6 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 to the Settlement, in accordance with the due process rights of all Class Members.

10.7 Any Class Member who fails to file and timely serve a written objection containing all of the information listed in paragraphs 10.2 and 10.3 above, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by any means, including but not limited to an appeal.

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

XI. MISCELLANEOUS

A. Choice of Law.

11.1 This Settlement Agreement shall 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.

11.2 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, shall 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.

11.3 Neither this Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of it, (a) is, or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any legal claim made by Plaintiffs or Class Members, or of any wrongdoing or liability of FCA US; or (b) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any

fault or omission of Releasees in any proceeding in any court, administrative agency, or other tribunal.

11.4 This provision shall survive the expiration or voiding of the Settlement Agreement.

C. Headings.

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

D. Effect of Exhibits.

11.6 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.

11.7 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 shall in any event be effective unless the same shall be in writing and signed by the person or Party against whom enforcement of the Settlement Agreement is sought.

F. Counterparts.

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

G. Arm's Length Negotiations.

11.9 The Parties have negotiated all terms and conditions of this Settlement Agreement at arm's length. The provisions for Attorneys' Fees and Expenses and Service Awards set forth herein were negotiated separately from and after agreement on the provisions for relief to Plaintiffs and the Class.

11.10 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.

11.11 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 shall 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.

11.12 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, prior to the date on which the Settlement Agreement is filed, 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 Plaintiffs may disclose the terms to their 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.

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

J. Continuing Jurisdiction.

11.14 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.

11.15 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.

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

As to Plaintiffs:

Simon Paris
Saltz Mongeluzzi & Bendesky, PC
120 Gibraltar Road, Suite 218
Horsham, PA 19044

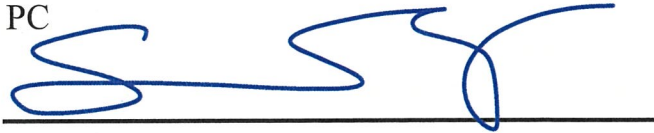
As to Defendant:

Stephen A. D'Aunoy
THOMPSON COBURN LLP
One US Bank Plaza
St. Louis, Missouri 631010

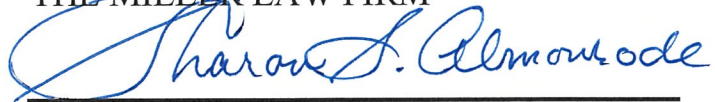
IN WITNESS HEREOF, each of the Parties hereto has caused this agreement to be executed, as of the day(s) set forth below.

Dated: October 13, 2022

SALTZ MONGELUZZI & BENDESKY,
PC

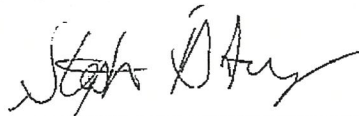


THE MILLER LAW FIRM



Co-Lead Class Counsel for Plaintiffs and the
Class

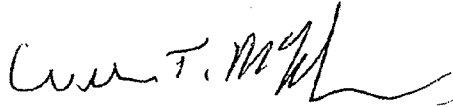
THOMPSON COBURN LLP



Counsel for Defendant FCA US LLC

APPROVED AND AGREED TO BY AND ON BEHALF OF DEFENDANT,
FCA US LLC

Dated: October 13, 2022



By: _____

Title: Vice President and Assistant General Counsel

Exhibit A

A proposed settlement has been reached in a lawsuit alleging 2018-2020 Jeep Wrangler and 2020 Jeep Gladiator vehicles manufactured by FCA US LLC (“Class Vehicles”) have a front suspension steering damper defect that causes the steering wheel and front suspension of the vehicle to shake after contact with a bumpy road surface at highway speed. The case is *Reynolds, et al. v. FCA US LLC*, Case No. 2:19-cv-11745 (E.D. Mich.), currently pending in the Eastern District of Michigan. The proposed Settlement is not an admission of wrongdoing by FCA US, and FCA US denies it violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of going forward with the case, the parties have agreed to settle. That Settlement has been preliminarily approved by the Court.

Settlement Benefits:

(1) Warranty Extension: If you own or lease a Class Vehicle and do not opt out of the settlement class (see below), FCA US will provide a warranty extension of up to 8 years or 90,000 miles, whichever is earlier, from the date the vehicle was first sold to its original owner or lessee, to cover all parts and labor needed to replace a failed front suspension steering damper.

(2) Cash Reimbursement for Repairs: You may be entitled to reimbursement if you paid out-of-pocket for a replacement of the front suspension steering damper in your Class Vehicle. To submit a claim for reimbursement, go to www.fcacallreimbursement.com.

To Opt-Out: If you do not wish to participate in the proposed Settlement, you must exclude yourself on or before _____, 2023. Please visit [Settlement Website/opt-out] for more information.

To Object: If you wish to object to the proposed Settlement, you must take specific steps on or before _____, 2023. Please visit [Settlement Website/object] for more information.

The Court will hold a fairness hearing on _____, 2023 to consider whether to approve the proposed Settlement as well as Class Counsel’s application for fees and costs in an amount up to \$3,950,000 for their work in the case, which would be paid by FCA US. The Court will also consider a Service Award payment of up to \$4,000.00 for each Class Representative. You can appear at the hearing, but you do not have to. If you want to, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing. If the Court approves the proposed Settlement, which excludes claims for personal injury and property damage, you will not be able to sue for similar claims if you remain in the class.

*For more information, visit www.xxxxxxxx.com or call toll-free 1-xxx-xxx-xxxx
Para una notificación en Español, visitar www.xxxxxxxx.com.*

Reynolds v. FCA US, LLC
Settlement Administrator
P.O. Box _____
City/State/Zip _____

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF MICHIGAN

**NOTICE OF PROPOSED CLASS
SETTLEMENT**

CLASS MEMBER NAME
CLASS MEMBER ADDRESS
CITY, STATE ZIP CODE

**If you purchased or leased a 2018-2020 Jeep Wrangler
or 2020 Jeep Gladiator, a proposed class action
settlement may affect your rights and entitle you to cash
compensation. This is not a lawyer solicitation.**

Exhibit B

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 certain benefits if you purchased or leased in the United States a Model Year 2018-2020 Jeep Wrangler or 2020 Jeep Gladiator.

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 *Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (E.D. Mich.). You are receiving this notice because records available to the parties indicate that you may be entitled to claim certain benefits offered by this Settlement.
- This Action alleges that model-year 2018-2020 Jeep Wranglers and 2020 Jeep Gladiators (“Class Vehicles”) suffer from a defect in the front suspension steering damper that causes the steering wheel and front suspension to shake after the Class Vehicle contacts a bumpy road surface at normal highway speeds.
- FCA US has not been found liable for any of the claims alleged in this Action, and FCA US denies the Class Vehicles are defective. The Court has not decided who is right. The Parties have instead reached a voluntary settlement to avoid lengthy litigation and to expedite relief to consumers. The consumers who own or lease the Class Vehicles are known as “Class Members.”
- FCA US has voluntarily implemented a Customer Service Notification (“CSN”) applicable to certain Class Vehicles to remedy the alleged condition.
- The proposed Settlement provides a warranty extension of up to 8 years or 90,000 miles from the date the vehicle was first sold to its original owner or lessee (whichever occurs first) that covers the cost of all parts and labor to replace a failed front suspension steering damper (“Warranty Extension”).
- Under the proposed Settlement, FCA US will also reimburse Class Members who paid out-of-pocket for the costs of a repair relating to the replacement of the front suspension steering damper.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

SUBMIT A CLAIM ONLINE FOR REPAIRS YOU PAID FOR	If you paid to have the front suspension steering damper replaced in your Class Vehicle, you can submit a claim for reimbursement at www.fcarecallreimbursement.com . The claim process is simple and should only take a few minutes to complete.
DO NOTHING	If you do nothing, you will be included in the Settlement and will automatically receive the benefits of the Warranty Extension.
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not be eligible for the Warranty Extension or for the reimbursement of any payment you may have made to replace the front suspension steering damper. This is the only option that allows you to file your own lawsuit against FCA US related to the front suspension steering damper. The deadline to submit a request for exclusion is _____, 2023.
OBJECT	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 _____, 2023.
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 Warranty Extension will be provided and reimbursements issued *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.xxxxxxxx.com para obtener una copia de este aviso en español.

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

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For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

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 the Extended Warranty 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. The company they sued, FCA US, is called the Defendant. The Plaintiffs allege that the Class Vehicles suffer from a defect that causes the steering wheel and front suspension to shake after contact with a bumpy road surface at highway speeds. FCA US has not been found liable for any of the claims alleged in this action, and FCA US denies the Class Vehicles 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 Clair Reynolds, Monica Martirano, William Martin Powers, Trina Hancock, Melinda Martinez, and Brady Laing) 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 *Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (E.D. Mich.). District Court Judge Mark A. Goldsmith 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 costs and risks of further litigation, including a potential trial. The Settlement does not mean that FCA US broke any laws or did anything wrong. 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.xxxxxxxx.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 Goldsmith certified a Class comprised of:

All individuals who purchased or leased in the United States a Model Year 2018-2020 Jeep Wrangler or 2020 Jeep Gladiator.

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.

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: model-year 2018-2020 Jeep Wranglers and 2020 Jeep Gladiators purchased or leased in the United States.

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 your vehicle has not experienced any problem with its front suspension steering damper. If you still own or lease a Class Vehicle, you will be eligible to take advantage of a Warranty Extension covering the front suspension steering damper for a period of up to 8 years or 90,000 miles (whichever occurs first) from the date the vehicle was first sold to its original owner or lessee, 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.xxxxxxxx.com. You can also call 1-xxx-xxx-xxxx 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 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, comprised of a combination of letters and numbers.

SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the Settlement provide?

The Settlement provides the following benefits:

1. Warranty Extension

FCA US will provide a Warranty Extension for the Class Vehicles covering a period of up to 8 years or 90,000 miles (whichever occurs first) from the date the vehicle

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

was first sold to its original owner or lessee. The Warranty Extension will cover the cost of all parts and labor needed to replace a failed front suspension steering damper. Except for the durational limits applicable to the front suspension steering damper, the terms, conditions, and exclusions of the Basic Limited Warranty and the Powertrain Limited Warranty applicable to the Class Vehicles shall apply.

You do NOT need to do anything to receive the benefits of this Warranty Extension.

2. Product Improvements

If there is a problem with the front suspension steering damper that the Warranty Extension covers, FCA US shall install the version of the steering damper currently authorized at the time of repair.

3. Reimbursement for Repairs

In connection with the Settlement, any Class Member who paid to have the front suspension steering damper replaced in their Class Vehicle will be entitled to submit a claim for reimbursement. To submit a claim for reimbursement, please visit www.fcarecallreimbursement.com. Please have records of the repair(s) performed and amount(s) paid available when submitting your claim.

HOW YOU GET A REIMBURSEMENT

10. How do I make a Claim?

1. Reimbursement for Repairs

Please visit www.fcarecallreimbursement.com to submit a claim for reimbursement of the amount paid for a repair relating to the front suspension steering damper in your Class Vehicle. 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 a qualifying expense (e.g., through an FCA US or dealership goodwill payment) are not entitled to reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.

11. 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.xxxxxxxx.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, or (v) any and all claims that relate to something other than a Class Vehicle and the front

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

suspension steering damper at issue in this case. 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.xxxxxxxx.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

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) saying that you want to “opt-out of” or “be excluded from” the Class Settlement in *Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (E.D. Mich.). Be sure to: (i) include your full name and current address, (ii) identify 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 _____, 2023, to: _____.

You can’t exclude yourself on the phone, through 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 www.xxxxxxxx.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 _____, 2023.

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

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 them, 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 you will not receive an extended warranty for 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 Simon Paris of Saltz Mongeluzzi & Bendesky, P.C. and E. Powell Miller of the Miller Law Firm P.C. to represent you and other Class Members. Together these lawyers are called Co-Lead Class Counsel.

E. Powell Miller
MILLER LAW FIRM, P.C.
Rochester, MI 48307
JeepSteeringShimmy@miller.law

Simon Paris
SALTZ MONGELUZZI &
BENDESKY P.C.
120 Gibraltar Road, Suite 218
Horsham, PA 19044
JeepSteeringShimmy@smbb.com

PLEASE DO NOT SEND CLAIMS FOR REIMBURSEMENT TO THE ABOVE ATTORNEYS.

16. 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 to award any of the requested 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 \$3,950,000 in fees and expenses or a service award of more than \$4,000 for each named Class Representative. Class Counsel will file their motion for attorneys' fees and expenses by _____, 2023. You may continue to check on the progress of Class Counsel's request for attorneys' fees, expense reimbursement, and service awards by visiting the settlement website www.xxxxxxxx.com.

FCA US will also separately pay the costs to administer the Settlement.

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

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

Your objection letter must include:

1. the name and title of the lawsuit, *Clair Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (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 objection;
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 to 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 an 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

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

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.

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

The Court will hold a Fairness Hearing at __ a.m. on _____, 2023, at the U.S. District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, MI 48226. 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 whether and/or 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.

The hearing may be rescheduled without further notice to you, and may be conducted remotely, so it is recommended you periodically check www.xxxxxxxx.com for updated information.

20. 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.

21. 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 *Clair Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (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 __, 2023, and be sent to Class Counsel and Counsel for FCA US, whose addresses are provided below.

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 Warranty Extension (if you continue to own or lease your Class Vehicle), and you will be entitled to file claims for the reimbursement of any payment you made to replace the front suspension steering damper. 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 concerning the legal issues in this case.

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

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 www.xxxxxxxx.com.

Neither FCA US, 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.

24. How do I get more information?

You can call the Settlement Administrator at 1-xxx-xxx-xxxx or write to them at or visit www.xxxxxxxx.com, where you will find information and documents about the Settlement and other information. You may also contact 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.

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

ADDRESSES YOU MAY NEED

Class Counsel

E. Powell Miller
Dennis A. Lienhardt
MILLER LAW FIRM, P.C.
Rochester, MI 48307

Simon Paris
SALTZ MONGELUZZI & BENDESKY P.C.
120 Gibraltar Road,
Suite 218
Horsham, PA 19044

Defense Counsel:

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

Settlement Administrator:

XXX
XXX
XXX

For more information, visit www.xxxxxxxx.com, or call the Settlement Administrator at 1-xxx-xxx-xxxx.

Exhibit 2

CURRICULUM VITAE

 50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900

CPT 
Group
Class Action Administrators

COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced tens of millions of class members, and administrated over 5,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.



EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373:*** (*Top Settlements, 2020*) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545:*** (*Top Settlements, 2019*) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT' provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888:*** (*Top Settlements, 2019*) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- ***Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416:*** (*Top Settlements, 2018*) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Abdullah v U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.):*** (*Top Settlements, 2018*) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:16-cv-01183 (D. Utah):*** This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.):*** CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Livingston v. MiTAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.):*** In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- ***Lim, et al. v. In re Vendi, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897:*** In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.



EXPERIENCE

- ***Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Case No. NO. 3:17-cv-05469-RBL (W.D. Wash):*** Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- ***Jacobo, et al. v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal.):*** In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- ***Gold, et al. v. Lumber Liquidators, Inc., Case No. NO. 3:14-cv-05373-RS (N.D. Cal.):*** The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- ***Bokelman, et al. v. Zippy's/FCH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00209-RJB-RLP:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- ***Coleman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. D01CI18008162:*** Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- ***Christofferson, et al., v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 3.79% filing rate.

SERVICES

- Pre-Settlement Consultation
- Pre & Post Certification Notification
- Data Analysis
- Bilingual Call Center
- Notice & Media Campaigns
- Claims Processing
- Secure Data Management
- In-House Printing Services
- Electronic Notification
- Website Design & Hosting
- Settlement Fund Distribution
- Electronic Distribution Options
- Tax Compliance & Reporting
- Secure Data Reporting



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL

JULIE N. GREEN, Senior Vice President of Operations Notice Expert

With 17 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ, Director of Marketing & Business Development Notice Expert

Ms. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 13 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

RYAN SCHLEY, ESQ. Vice President, Business Development

Ryan joined the CPT Group Sales Team in 2020. Ryan has been a sales executive for more than 20 years with a proven record of successfully working closely with customers to architect, negotiate and close complex transactions. He spent the last 11 years in the semiconductor industry, where he was continuously recognized as a top sales performer. Ryan graduated with a BS from the United States Military Academy at West Point and served in the US Army as a Patriot Missile Officer, which included a tour in support of Operation Enduring Freedom, where he commanded a Patriot Missile Battery for 13 months. Ryan graduated Summa Cum Laude from Western State University College of Law and was the Salutatorian of his graduating class. He is a licensed attorney in the State of California and a member of the San Diego County Bar Association, Orange County Bar Association, Riverside County Bar Association, Los Angeles County Bar Association, The Bar Association of San Francisco, California Bar Association, California Bankruptcy Forum, American Bankruptcy Institute, Orange County Bankruptcy Forum, and Bay Area Bankruptcy Forum

JACQUELINE N,K. HITOMI, Director of Settlement & Treasury Services

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

ABEL E. MORALES, Director of Operations

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



DAVID TAWEI CHAO, **Sr. Data Analyst, Associate Director**

David started his IT career in 1998 and has always been passionate and found great joy in helping companies in different industries and sizes to explore, understand and integrate their data assets into their businesses. David's specialty is to build architecture and processes to realize the true power of their data through technologies like Business Intelligence, Cloud Computing, Data Science, and Analytics. David's past projects include notable companies like Ally Financial, Bank of America, UBS, and The Walt Disney Company. David and his team serve as DevOps at CPT and provide system support and production enhancements for our existing applications. The data team assists with complex data-related analysis, analytics, and reporting needs. David holds a master's degree in Management Information Systems from Northern Illinois University, located in DeKalb, IL.

J. LES GAINOUS, **Software Development Manager**

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 50 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.

TIM CUNNINGHAM, **Supervising Case Manager**

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

ALEJANDRA ZARATE, **Supervising Case Manager**

Alejandra Zárate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the Stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2016. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

CAROLE THOMPSON, **Supervising Case Manager**

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

EXHIBITS

- EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT
- EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS
- EXHIBIT 3. CPT'S COMPANY BROCHURE

EXHIBIT 1



INFORMATION SECURITY STATEMENT

Confidential

CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy, and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Orders governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers, and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering, and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, cloud systems, or email accounts. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two-factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token, or biometrics.
- 7) Company regularly monitors, tests, and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. The company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods that are in compliance with all applicable state and federal laws and regulations including NIST Special Publication 800-88, Revision 1 (2014). This obligation to return or destroy information shall not apply to Class Member Information that is stored in a backup or other disaster recovery systems, archives, or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with SOC 2 - Type II.

INFORMATION SECURITY STATEMENT

Confidential

11) Company performs extensive background checks (County Criminal, County Civil, and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients' review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours. Medium is 1 week and Low is within 2 weeks. If a vulnerability cannot be resolved within our standard time, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall our firewall manufacturer. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management;
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days, and separate passwords for email and computer;
- Two-Factor authentication for remote access;
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted by the firewall;
- Company uses the Microsoft Azure cloud to host corporate email. Remote access to the email system is disabled;
- Company uses the HTTPS or SFTP standard for all data transmissions and shall ensure that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with the NIST standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and itself to transfer files with personal Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures files during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to the file expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and passwords to be provided telephonically only. Files are retrieved by Company, and then deleted manually upon successful download (or auto-deleted after 7 days from upload by the system)'
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to do one hour of security training per year in addition to 20 minutes of training per quarter. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear-phishing emails, a compromised websites, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security;
- Company actively tests security defenses. Staff participates in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties;
- Business Continuity Planning;
- Disaster Recovery Planning;
- Pandemic Recovery Planning

INFORMATION SECURITY STATEMENT

Confidential

14) Company's physical security requires that employees use an encoded card key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by the electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

15) Company staff is required to maintain compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all of our officers, directors, employees, agents, contractors, and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agent, contractor, or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2



TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

EXHIBIT 3



Class Action Administrators

The Industry's Premier
Class Action Administrator

CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.



Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
Cy Pres Distribution

Widespread Experience

- FLSA
- Wage & Hour
- Labor & Employment
- PAGA
- Consumer
- Product Liability
- Data Breach Notification
- Government Services
- Insurance
- Securities
- Finance
- Antitrust
- ERISA

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.