

# EXHIBIT 1

**SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs and Class Representatives Marcos Galvan, Philip Lightfoot, Jimmy Pat Carter, Jacqueline Young, Bradford Soule, and Elizabeth Dillon, and Defendant FCA US LLC (formerly Chrysler Group LLC), hereby enter into this Settlement Agreement and Release, subject to the approval of the Court, providing for the settlement of the claims herein described.

WHEREAS, Plaintiffs are the named plaintiffs and proposed class representatives in a putative class action lawsuit against FCA US in the United States District Court for the Central District of California captioned *Peter Velasco et al. v. Chrysler Group LLC* (Case No. 2:13-cv-08080-DDP-VBK), in which Plaintiffs assert claims for violation of the California Consumers Legal Remedies Act, Cal. Civ. Code. §§ 1750, *et seq.*, California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*, Maryland Consumer Protection Act, Md. Code Com. Law § 13-101, *et seq.*, Massachusetts Consumer Protection Act, Mass. Gen Laws, ch. 93A, *et seq.*, and Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*, based on allegations that FCA US manufactured, distributed, sold, and leased certain vehicles equipped with a defective Totally Integrated Power Module (“TIPM”), which they allege can cause a variety of electrical problems including non-starting and stalling;

WHEREAS, FCA US denies that Plaintiffs’ claims are meritorious and denies that it is legally liable to Plaintiffs or any member of the Class for any of the matters asserted in the Litigation;

WHEREAS, the Litigation has proceeded for approximately 1½ years, during which time the Parties engaged in substantial pretrial activities and motion practice including twice litigating the sufficiency of Plaintiffs’ pleadings, conducting extensive written discovery, producing and reviewing more than 90,000 documents, deposing

FCA US, briefing a discovery motion (which the parties eventually resolved by agreement), and briefing and arguing Plaintiffs' Motion for Preliminary Injunction;

WHEREAS, in addition to their efforts in prosecuting and defending the Litigation, the Parties have explored and discussed at length the factual and legal issues in the Litigation;

WHEREAS, the Parties engaged in discussions about the potential resolution of the Litigation, after which, on January 7, 2015, they participated in an all-day, in-person mediation with former Chief Magistrate Judge of the U.S. District Court, Northern District of California, Edward A. Infante of JAMS;

WHEREAS, subsequent to the in-person mediation the Parties engaged in further negotiations and discussions telephonically with the Honorable Edward A. Infante (Ret.) in a continuing effort to amicably resolve the Litigation;

WHEREAS on or about September 4, 2014, FCA US LLC instituted a voluntary safety recall of model-year 2011 Jeep Grand Cherokee and Dodge Durango vehicles for the purpose of installing a new, more robust fuel pump relay external to the TIPM-7, after finding that it was possible these vehicles may experience a failure in the fuel pump relay within the TIPM-7 that could result in a no start or stall condition.

WHEREAS, through the significant arm's-length settlement negotiations described above, the Parties ultimately reached an agreement to settle the Litigation contingent on FCA US thereafter agreeing to conduct a recall of model-years 2012 and 2013 Dodge Durango and Jeep Grand Cherokee vehicles to install an external fuel pump relay in alignment with the recall implemented for model-year 2011 Dodge Durango and Jeep Grand Cherokee vehicles;

WHEREAS on or about February 27, 2015, FCA US LLC instituted a voluntary safety recall of model-years 2012 and 2013 Jeep Grand Cherokee and Dodge Durango vehicles for the purpose of installing a new, more robust fuel pump relay external to the

TIPM-7, after finding that it was possible these vehicles may experience a failure in the fuel pump relay within the TIPM-7 that could result in a no start or stall condition; and

WHEREAS, Plaintiffs, by and through Class Counsel, have (a) made a thorough investigation of the facts and circumstances surrounding the allegations in the Litigation; (b) engaged in, and continue to engage in, investigation of the claims asserted in the Litigation, including but not limited to (i) researching, reviewing, and analyzing industry data, information, and public reports; (ii) interviewing and/or deposing consumers, witness(es), consultants, and experts; (iii) reviewing and analyzing documents produced by FCA US; and (iv) investigating the law applicable to the claims asserted in the Litigation, including the defenses that would likely be asserted.

WHEREAS, Plaintiffs' counsel is experienced in this type of class litigation, recognize the costs and risk of prosecution of the Litigation, and believe that it is in Plaintiffs' and all Class Members' interest to resolve this Litigation as set forth herein, including any and all claims against FCA US arising from the conduct alleged in the Litigation;

WHEREAS, FCA US has concluded that settlement is desirable to resolve, finally and completely, all pending and potential Claims of Plaintiffs and all Class Members and all Claims which were or could have been asserted by Plaintiffs and the Class in this Litigation relating to the alleged practices and claimed defects at issue; and

WHEREAS, the undersigned Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate, and in the best interest of Class Members;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

## **I. DEFINITIONS**

As used throughout this Settlement Agreement, the following words and terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. “The Litigation” means the lawsuit entitled *Peter Velasco, et al. v. Chrysler Group LLC*, Case No. 13-cv-8080, which is pending in the United States District Court for the Central District of California.
2. “Plaintiffs” or “Class Representatives” means Marcos Galvan, Philip Lightfoot, Jimmy Pat Carter, Jacqueline Young, Bradford Soule, and Elizabeth Dillon.
3. “FCA US” refers to the defendant in the Litigation, FCA US LLC, formerly known as Chrysler Group LLC, and each of its past or present directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, related companies, and divisions, and each of their predecessors, successors, heirs, and assigns.
4. “Parties” means FCA US and Plaintiffs, individually and as the representatives of the Class.
5. “Claim” and “Claims” means all claims, demands, actions, suits, causes of action, allegations of wrongdoing and liabilities asserted by Plaintiffs, individually and as Class Representatives in the Litigation and all Claims, whether or not known or existing at the time of this Settlement Agreement, arising out of the facts alleged in the Second Amended Complaint filed in the Litigation and the TIPM Defect as defined herein.
6. “Class” refers to all persons who purchased or leased a model-year 2011, 2012, and/or 2013 Dodge Durango or Jeep Grand Cherokee vehicle in the United States. Excluded from the Class are: FCA US and all of its affiliates, parents, subsidiaries, successors, and assigns; the officers, directors, and employees of FCA US; all entities

which purchased a vehicle solely for purposes of resale; and any judge to whom this case is assigned and his or her spouse.

7. “Class Counsel” refers to Girard Gibbs LLP and Schneider Wallace Cottrell Konecky Wotkyns LLP.

8. “Class Member” refers to any person who falls within the definition of the Class and who does not validly opt out of the Class pursuant to the procedure set forth in the Preliminary Approval Order.

9. “Class Notice” refers to the notice to be mailed to Class Members, which shall be substantially in the form attached hereto as **Exhibit A-1**.

10. “Class Vehicle” and “Class Vehicles” refer to any model-years 2011, 2012, and 2013 Dodge Durango vehicle(s) and any model-years 2011, 2012, and 2013 Jeep Grand Cherokee vehicle(s).

11. “Court” refers to the United States District Court for the Central District of California.

12. “Final Order and Judgment” refers to an order approving this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23(e)(2), and entering judgment on the terms stated herein.

13. “Effective Date” means the first date after the Court enters a Final Order and Judgment and all appellate remedies have been exhausted. More specifically: if there are no timely objectors, and thus no one with standing to appeal, the Effective Date shall be the first date after the Court enters a Final Order and Judgment; and if there are objectors the Effective Date shall be the first day after all appellate rights with respect to the Final Order and Judgment have expired or been exhausted in such manner as to affirm the Final Order and Judgment.

14. “Preliminary Approval Order” refers to an order preliminarily approving this Settlement and directing dissemination of notice to Class Members, substantially in the form attached hereto as **Exhibit A**.

15. “Settlement Agreement” refers to this document, which is the agreement by the Parties to resolve the Litigation.

16. “TIPM” and “TIPM-7” refer to the Totally Integrated Power Module in the Class Vehicles.

17. “TIPM Defect” refers to the condition put at issue by Plaintiffs in the Litigation which, allegedly, can cause the fuel pump relay inside the Totally Integrated Power Module to fail.

## **II. TERMS OF SETTLEMENT AGREEMENT**

### **A. The Class**

1. For purposes of this settlement only, the Parties agree that the Class should be defined as follows:

*All persons who purchased or leased a model-year 2011, 2012, and/or 2013 Dodge Durango or Jeep Grand Cherokee vehicle in the United States.*

Excluded from the Class are: FCA US and all of its affiliates, parents, subsidiaries, successors, and assigns; the officers, directors, and employees of FCA US; all entities which purchased a vehicle solely for purposes of resale; and any judge to whom this case is assigned and his or her spouse.

### **B. The Recall**

1. FCA US acknowledges that finalization of the terms of this Settlement Agreement was contingent on FCA US effectuating a voluntary safety recall of model-years 2012 and 2013 Jeep Grand Cherokee and Dodge Durango vehicles for the purpose of installing a new, more robust fuel pump relay external to the TIPM-7, based on findings that it is possible these vehicles may experience a failure in the fuel pump relay within the TIPM-7 that could result in a no start or stall condition.

2. FCA US acknowledges that it has effectuated the recall described in Paragraph 1, immediately above by providing notice to the National Highway Traffic Safety Administration (“NHTSA”) of its intent to conduct the voluntary recall. FCA US

further acknowledges that, as required by existing law, it will conduct the voluntary recall in accordance with NHTSA mandates.

3. Plaintiffs acknowledge that the recalls effectuated by FCA US for model-years 2011, 2012, and 2013 Jeep Grand Cherokee and Dodge Durango vehicles for the purpose of installing a new, more robust fuel pump relay external to the TIPM-7 provide adequate remedies for the defects alleged in the Second Amended Complaint filed in, and the Claims made in, the Litigation.

**C. Reimbursements for Past Repair Expenses**

1. As part of its recall of Class Vehicles, in compliance with NHTSA mandates, FCA US acknowledges that in the recall notices sent to vehicle owners it has offered, or will offer, Class Members reimbursement for out-of-pocket costs incurred for prior repairs of the TIPM Defect.

2. The Parties agree that the Class Notice shall include the following information about the reimbursement process and the available reimbursements:

- a) In order to obtain a reimbursement a Class Member must contact FCA US directly, either in writing or by calling the Customer Care Center. In order to obtain a reimbursement, a Class Member will be required to provide FCA US appropriate documentation in the form of a repair order and/or receipt showing that the repair was to a part covered by the recall or related to a repair performed on a recalled component. For those Class Members seeking reimbursement of a repair performed at an authorized FCA US dealership, FCA US will make an attempt to locate the documentation if the Class Member cannot provide it. In all other cases, the Class Member must provide the appropriate documentation. It may take up to 60 days to process a reimbursement request once appropriate documentation is supplied;



- b) The offer made by FCA US in the recall notice to reimburse out-of-pocket costs for prior repairs includes an offer to reimburse part and labor costs for not only the fuel pump relay condition, but also related parts and labor and rental car costs that were reasonably incurred as a result of the condition, so long as such expenses are supported by appropriate documentation;
- c) In the event a Class Member has a properly-supported reimbursement request denied, he/she can contact Class Counsel identified in the Class Notice who will attempt to resolve the dispute amicably with counsel for FCA US.

**D. Warranty Extension**

1. FCA US acknowledges that model-years 2011, 2012, and 2013 Jeep Grand Cherokee and Dodge Durango vehicles are covered by a 3-year/36,000-mile Basic Limited Warranty which provides cost-free repairs for certain vehicle components. As part of this Settlement Agreement, FCA US agrees to extend this warranty for a period of 7 years from the original date of sale of the vehicle or 70,000 miles on the odometer, whichever occurs first, but only for the external fuel pump relays installed pursuant to the recalls described in Section II.B hereof. As provided for in the Basic Limited Warranty, FCA US agrees that it will repair or replace the external fuel pump relay free of charge during this extended warranty period.

**III. SETTLEMENT APPROVAL PROCESS**

1. The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, 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 Agreement and the transactions contemplated hereby.

**A. Preliminary Approval of Settlement**

1. Promptly after execution of this Settlement Agreement by the Parties, counsel for the Parties shall present this Settlement Agreement to the Court for review and jointly seek entry of a Preliminary Approval Order substantially in the form attached hereto as **Exhibit A**.

**B. Notice to Class Members**

1. FCA US will retain the services of Dahl Administration for purposes of mailing a Class Notice substantially in the form attached hereto as **Exhibit A-1**, and for purposes of setting up and maintaining a website where a long-form notice (substantially in the form attached hereto as **Exhibit A-2**), a copy of this Settlement Agreement, the operative complaint, and additional information about the litigation and settlement can be obtained by Class Members. The Class Notice will include the address of the settlement website, as well as a toll-free number for an interactive voice recording service where Class Members can leave a request for a paper copy of the long-form notice.

2. For purposes of mailing Class Notice, FCA US shall determine the name and most current mailing address of all Class Members who can be reasonably identified from its records or records reasonably available to it, and shall provide such information to Dahl Administration within thirty (30) days of entry of the Preliminary Approval Order. Dahl Administration shall, within 30 days of receiving such information, mail each identified Class Member a Class Notice substantially in the form attached hereto as **Exhibit A-1**.

3. The Parties agree that the names and addresses provided to Dahl Administration 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 attorneys of record in the Litigation and Dahl Administration. The Parties agree to seek entry of an order by the Court mandating that FCA US provide the names and addresses to Dahl Administration, and that such information be treated as private, confidential, and proprietary.

4. Dahl Administration shall diligently report to the Parties the number of notices originally mailed to Class Members, the number of notices initially returned as undeliverable, the number of additional notices mailed after an advanced address search, and the number of those additional notices returned as undeliverable.

5. No later than ten (10) days before the Court hearing on final approval of the Settlement Agreement, FCA US shall provide an affidavit for the Court, with a copy to Class Counsel, attesting that notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or as otherwise required by the Court.

6. Within ten (10) days after the Settlement Agreement is filed with the Court, FCA US shall comply with the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715.

7. FCA US shall bear all costs and expenses reasonably incurred for providing notice to the Class, complying with 28 U.S.C. § 1715, and administering the relief being provided to Class Members under the terms of this Settlement Agreement.

**C. Final Approval of Settlement**

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

- a. Finds the Settlement Agreement to be fair, reasonable, and adequate;
- b. Finds that the Class Notice given constitutes the best notice practicable;
- c. Provides for payment of attorney fees, costs, and service awards as provided in Section VII;

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

2. Upon entry of the Final Order and Judgment, this Litigation 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.

#### **IV. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

1. The provisions of this paragraph shall apply to any request by a Class Member for exclusion from the Class. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to Dahl Administration at the address set forth in the Class Notice. Any request for exclusion must be postmarked or delivered not later than the date specified in the Court's Preliminary Approval Order. Any request for exclusion shall (i) state the Class Member's full name and current address, (ii) provide the model year and Vehicle Identification Number ("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 Agreement and from the Class. 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.

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

3. Dahl Administration shall report the names of all individuals who have submitted a request for exclusion to the Court and Class Counsel no less than ten (10) days before the Court's final approval hearing.

**V. OBJECTIONS BY CLASS MEMBERS**

1. The Parties will request that the Court enter an order requiring any Class Member who wishes for any objection to be considered, to submit a written notice of objection to Dahl Administration by the deadline set in the Court's Preliminary Approval Order. To state a valid objection to the Settlement Agreement, an objecting Class Member must provide the following information in his, her, or its written objection: (i) his/her/its full name, current address, and current telephone number; (ii) the model year of his/her/its Class Vehicle(s), as well as the VIN of his/her/its Class Vehicle(s); (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) copies of any other documents the objector wishes to submit in support of his/her/its position; and (v) sign and date the objection. In addition, any Class Member objecting to the Settlement Agreement shall provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If the Class Member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he, she, or it shall affirmatively so state in the written materials provided in connection with the objection. Finally, if the objecting Class Member intends to appear, in person or by counsel, at the final approval hearing held by the Court, to show cause why the Settlement Agreement should not be approved as fair, reasonable, and adequate, or object to any petitions for attorney's fees, reimbursement of litigation costs and expenses, and service awards, the objecting Class Member must so state in the objection it submits to Dahl Administration by the deadline set forth in the Preliminary Approval Order or on such other date that may be set forth in

the Class Notice. Any Class Member who does not state his or her intention to appear in complete accordance with the deadlines and other specifications set forth in the Class Notice, and who has not filed an objection in complete accordance with the deadlines and other specifications set forth in this Settlement Agreement and the Class Notice, subject to approval by the Court, will be deemed to have waived any objections to the Settlement Agreement and can be barred from speaking or otherwise presenting any views at the Court's final approval hearing.

2. The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or counsel for FCA US 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.

3. 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 Agreement, in accordance with the due process rights of all Class Members.

## **VI. RELEASE**

1. Upon entry of the Final Order and Judgment, Plaintiffs and Class Members forever release and discharge all Claims that have been brought or could have been brought against FCA US, whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation or common law, based on the facts alleged in the Second Amended Complaint filed in the Litigation and the alleged TIPM Defect and all

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 the Second Amended Complaint filed in the Litigation. Without assuming that the release given by this Settlement Agreement is a general release, Plaintiffs and Class Members expressly waive and relinquish to the fullest extent permitted by law, the rights provided by Section 1542 of the California Civil Code, which provides:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.*

Plaintiffs and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Order and Judgment, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all Claims against FCA US. The Parties acknowledge that the foregoing waiver and release was bargained for, and is a material element of the Settlement Agreement.

2. This Settlement Agreement 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 definition set forth in the Second Amended Complaint who is not a member of the Class defined in Section II.A of this Settlement Agreement. The Parties do not intend this Settlement Agreement and the release in the preceding paragraph to affect any claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle. The Settlement Agreement and release do not release claims for personal injury or property damage.

3. The administration and consummation of the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement. 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 Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement and allowing for discovery related to objecting persons.

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

## **VII. ATTORNEY FEES AND COSTS**

1. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid by FCA US.

2. Plaintiffs, through Class Counsel, shall petition the Court for an attorney fee award, cost award, and for Class Representative service awards. Subject to entry of the Final Order and Judgment, FCA US will not oppose, undermine, or solicit others to oppose or undermine an attorney fee award in the amount of \$3,526,000, a cost application supported by documentation that does not exceed \$120,000, and Class Representative service awards in the amount of \$4,000 each (or \$24,000 total). FCA US agrees to pay attorney fees, costs, and service awards not exceeding the amounts identified herein separate and apart from, and in addition to, the relief provided to the Class.



3. Class Counsel shall be entitled to payment of the fees, expenses, and service awards awarded by the Court within fourteen (14) business days of the Effective Date of the Court's entry of the Final Order and Judgment *and* the order awarding such fees and costs. In the event that the Final Order and Judgment is reversed in whole or part on appeal, only that portion of an attorney fee and/or cost award and/or service award that is affirmed shall be paid to Class Counsel.

4. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

## **VIII. MISCELLANEOUS PROVISIONS**

### **A. Choice of Law**

This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of California 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**

The Parties understand and acknowledge that this 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 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.

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 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 FCA US in any proceeding in any court, administrative agency, or other tribunal.

To the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted against FCA US or in breach of this Agreement.

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

**C. Headings**

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**

The exhibits to this Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Settlement Agreement.

**E. Entire Agreement**

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**

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**

The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length.

The provisions for attorneys' fees and costs and service awards set forth herein were negotiated separately from the provisions for relief to Plaintiffs and the Class.

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.

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 Settlement Agreement.

**H. Good Faith**

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

**I. Continuing Jurisdiction**

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 Agreement.

**J. Extensions of Time**

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

**K. Service of Notice**

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to FCA US or Plaintiffs, 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: Eric H. Gibbs  
Girard Gibbs LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108

Todd M. Schneider  
Schneider Wallace Cottrell Konecky Wotkyms LLP  
180 Montgomery Street, Suite 2000

San Francisco, California 94104

As to FCA US: Kathy A Wisniewski  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, MO 63101

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

Dated: June 05, 2015

**MARCOS GALVAN**

By:   
Marcos Galvan

Individually and as Representative of the Class

Dated: June \_\_, 2015

**PHILIP LIGHTFOOT**

By: \_\_\_\_\_  
Philip Lightfoot

Individually and as Representative of the Class

Dated: June \_\_, 2015

**JIMMY PAT CARTER**

By: \_\_\_\_\_  
Jimmy Pat Carter

Individually and as Representative of the Class

Dated: June \_\_, 2015

**JACQUELINE YOUNG**

By: \_\_\_\_\_  
Jacqueline Young

Individually and as Representative of the Class

San Francisco, California 94104

As to FCA US: Kathy A Wisniewski  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, MO 63101

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

Dated: June \_\_, 2015

**MARCOS GALVAN**

By: \_\_\_\_\_  
Marcos Galvan

Individually and as Representative of the Class

Dated: June <sup>5<sup>th</sup></sup> \_\_, 2015

**PHILIP LIGHTFOOT**

By:   
Philip Lightfoot

Individually and as Representative of the Class

Dated: June \_\_, 2015

**JIMMY PAT CARTER**

By: \_\_\_\_\_  
Jimmy Pat Carter

Individually and as Representative of the Class

Dated: June \_\_, 2015

**JACQUELINE YOUNG**

By: \_\_\_\_\_  
Jacqueline Young

Individually and as Representative of the Class

San Francisco, California 94104

As to FCA US: Kathy A Wisniewski  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, MO 63101

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

Dated: June \_\_, 2015

**MARCOS GALVAN**

By: \_\_\_\_\_  
Marcos Galvan

Individually and as Representative of the Class

Dated: June \_\_, 2015

**PHILIP LIGHTFOOT**

By: \_\_\_\_\_  
Philip Lightfoot

Individually and as Representative of the Class

Dated: June 6, 2015

**JIMMY PAT CARTER**

By: \_\_\_\_\_  
Jimmy Pat Carter

Individually and as Representative of the Class

Dated: June \_\_, 2015

**JACQUELINE YOUNG**

By: \_\_\_\_\_  
Jacqueline Young

Individually and as Representative of the Class

San Francisco, California 94104

As to FCA US: Kathy A Wisniewski  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, MO 63101

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

Dated: June \_\_, 2015

**MARCOS GALVAN**

By: \_\_\_\_\_  
Marcos Galvan

Individually and as Representative of the Class

Dated: June \_\_, 2015

**PHILIP LIGHTFOOT**

By: \_\_\_\_\_  
Philip Lightfoot

Individually and as Representative of the Class

Dated: June \_\_, 2015

**JIMMY PAT CARTER**

By: \_\_\_\_\_  
Jimmy Pat Carter

Individually and as Representative of the Class

Dated: June *06*, 2015


**JACQUELINE YOUNG**

By:  \_\_\_\_\_  
Jacqueline Young

Individually and as Representative of the Class



Dated: June 4, 2015

**BRADFORD SOULE**  
By:   
Bradford Soule  
Individually and as Representative of the Class

Dated: June \_\_, 2015

**ELIZABETH DILLON**  
By: \_\_\_\_\_  
Elizabeth Dillon  
Individually and as Representative of the Class

Dated: June \_\_, 2015

**JANET DELECKE**  
By: \_\_\_\_\_  
Janet Delecke  
Senior Counsel  
For FCA US LLC

**APPROVED AS TO FORM ONLY:**

Dated: June \_\_, 2015

By: \_\_\_\_\_  
Eric H. Gibbs  
GIRARD GIBBS LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108  
Attorneys for Plaintiffs and as Class Counsel

Dated: June \_\_, 2015

By: \_\_\_\_\_  
Todd M. Schneider  
SCHNEIDER WALLACE COTTRELL  
KONECKY WOTKYNs LLP  
180 Montgomery Street, Suite 2000  
San Francisco, California 94104  
Attorneys for Plaintiffs and as Class Counsel

Dated: June \_\_, 2015


**BRADFORD SOULE**

By: \_\_\_\_\_  
Bradford Soule

Individually and as Representative of the Class

Dated: June 3, 2015

**ELIZABETH DILLON**

By:   
Elizabeth Dillon

Individually and as Representative of the Class

Dated: June \_\_, 2015

**JANET DELECKE**

By: \_\_\_\_\_  
Janet Delecke  
Senior Counsel

For FCA US LLC

**APPROVED AS TO FORM ONLY:**

Dated: June \_\_, 2015

By: \_\_\_\_\_  
Eric H. Gibbs  
GIRARD GIBBS LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108

Attorneys for Plaintiffs and as Class Counsel

Dated: June \_\_, 2015

By: \_\_\_\_\_  
Todd M. Schneider  
SCHNEIDER WALLACE COTTRELL  
KONECKY WOTKYNS LLP  
180 Montgomery Street, Suite 2000  
San Francisco, California 94104

Attorneys for Plaintiffs and as Class Counsel

Dated: June \_\_, 2015

**BRADFORD SOULE**

By: \_\_\_\_\_  
Bradford Soule

Individually and as Representative of the Class

Dated: June \_\_, 2015

**ELIZABETH DILLON**

By: \_\_\_\_\_  
Elizabeth Dillon

Individually and as Representative of the Class

Dated: June 4, 2015

**JANET DELECKE**

By:   
Janet Delecke  
Senior Counsel

For FCA US LLC

**APPROVED AS TO FORM ONLY:**

Dated: June 8, 2015

By: 

Eric H. Gibbs  
GIRARD GIBBS LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108

Attorneys for Plaintiffs and as Class Counsel

Dated: June 8, 2015

By: 

Todd M. Schneider  
SCHNEIDER WALLACE COTTRELL  
KONECKY WOTKYNYS LLP  
180 Montgomery Street, Suite 2000  
San Francisco, California 94104

Attorneys for Plaintiffs and as Class Counsel

Dated: June 4, 2015

By:



Kathy A. Wisniewski  
THOMPSON COBURN LLP  
One US Bank Plaza  
St Louis, MO 63101

Attorneys for Defendant FCA US LLC