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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 IN RE CHRYSLER-DODGE-JEEP
14 ECODIESEL ® MARKETING, SALES
15 PRACTICES, AND PRODUCTS
16 LIABILITY LITIGATION

Case No. 3:17-md-2777-EMC

**JOINT RESPONSE REGARDING CLASS
ACTION SETTLEMENT NOTICE
PROGRAM**

17 This Document Relates to:

18 ALL CONSUMER AND RESELLER
19 ACTIONS

Hearing: May 3, 2019
Time: 10:00 a.m.
Courtroom: 5, 17th Floor
The Honorable Edward M. Chen

Pursuant to the Court's direction at the January 23, 2019, hearing and subsequent Minute Order (Dkt. No. 516), the Parties respectfully submit: (1) a supplemental declaration from Steven Weisbrot regarding the Class Action Settlement notice program; and (2) amended Short-Form and Long-Form Notices that reflect the Court's requested changes. The Parties will further update the notice documents to include remaining dates upon the Court's entry of preliminary approval of the Class Action Settlement, and the Parties propose the following amended class action settlement process schedule.

Class Action Settlement Event	Amended Proposed Dates	Initially Proposed Date
Settlement Class Representatives file Motion for an Order Approving Notice	January 10, 2019	January 10, 2019
Hearing on Motion for an Order Approving Notice	January 23, 2019	January 23, 2019
Class Notice Program begins	February 13, 2019	January 24, 2019
Motions for Final Approval Attorneys' Fees and Expenses	March 11, 2019	February 25, 2019
Objection and Opt-Out Deadline	April 15, 2019	April 1, 2019
Reply in Support of Final Approval and Fee/Expense Application filed	April 29, 2019	April 22, 2019
Final Approval Hearing	May 3, 2019	April 29, 2019 – May 3, 2019

Dated: February 8, 2019

Respectfully submitted,

By: /s/ Elizabeth J. Cabraser
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Plaintiffs' Lead Counsel

1 Dated: February 8, 2019

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11 Dated: February 8, 2019

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ATTESTATION (CIVIL LOCAL RULE 5-1(D)(3))

In accordance with Civil Local Rule 5-1(i)(3), I attest the concurrence in the filing of this document has been obtained from the signatories.

Dated: February 8, 2019

/s/ Elizabeth J. Cabraser
Elizabeth J. Cabraser

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CERTIFICATE OF SERVICE

I hereby certify that, on February 8, 2019, service of this document was accomplished pursuant to the Court’s electronic filing procedures by filing this document through the ECF system.

/s/ Elizabeth J. Cabraser
Elizabeth J. Cabraser

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE CHRYSLER-DODGE-JEEP
ECODIESEL® MARKETING, SALES
PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

DORU BALI, *et al.*, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

FIAT CHRYSLER AUTOMOBILES N.V., FCA
US LLC, SERGIO MARCHIONNE, VM
MOTORI S.p.A., VM NORTH AMERICA,
INC., ROBERT BOSCH GmbH, and ROBERT
BOSCH LLC,

Defendants.

MDL 2777 EMC

**SUPPLEMENTAL DECLARATION OF
STEVEN WEISBROT OF ANGEION
GROUP, LLC IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746
2 that the following is true and correct:

3 **I. OVERVIEW OF THE SETTLEMENT NOTICE PLAN**

4 1. In my original declaration that was filed with Plaintiffs' Motion for Preliminary
5 Approval of Class Settlement and Direction of Notice Under Fed. R. Civ. P. 23(e) (Dkt. No. 491)
6 (the "Original Declaration"), I provided my qualifications and described the Notice Program that
7 Angeion Group suggested to reach Class Members.

8 2. This Declaration supplements and amends my Original Declaration.

9 3. In the Original Declaration, I proposed that direct mail notice and email notice,
10 where available, should be the principal methods of notice, providing Class Members with an
11 opportunity to read, review, and understand their rights in this litigation. Additionally, to
12 supplement the direct notice campaign, I suggested utilizing a paid media program consisting of
13 newspapers, consumer and trade magazines, digital banner advertisements, and social media.

14 4. When the Original Declaration was filed, on January 10, 2019, I had limited
15 information about the number of addresses and email addresses that FCA US LLC ("FCA") has
16 for current and former owners and lessees. I therefore designed the social media and digital
17 banner advertisements to satisfy the Due Process requirement under the Federal Rules,
18 independent of the direct notice campaign.

19 5. Since January 10, 2019, I have been informed that FCA has been assembling class
20 member mailing address and email contact information from FCA's customer database, as well as
21 from a third-party source that relies on DMV registration information. The collection of this
22 information has been iterative and ongoing. Since January 10, 2019, I have received additional
23 information on the number of mailing addresses and email addresses that FCA has for Class
24 Members (including current and former owners and lessees).

25 6. Since January 10, 2019, I have also become more aware of FCA's understanding
26 of their customers' demographics and habits, as well as its own significant experience in
27 effectuating recalls requiring consumers to bring their vehicles to dealers. With this in mind,
28 Angeion will use FCA's past experience in vehicle recalls, combined with Angeion's deep class

1 action notice experience, to effectuate a highly targeted notice campaign designed to reach class
2 members as completely and efficiently as practicable. Angeion will work in concert with FCA
3 and the PSC following this initial notice program to maximize Class Members participation in the
4 repair and compensation program.

5 7. Based on the additional information received from FCA and consultation with the
6 Parties, this Declaration describes a revised proposed plan for disseminating notice. Additionally,
7 it addresses the Court's Order requiring further evidence on certain issues (Dkt. No. 502) and
8 responds to specific questions raised at the January 23, 2019 hearing on this matter, concerning
9 the email hygiene and verification process, digital advertisement, and social media notice.

10 **II. MEANS OF NOTICE TO THE CLASS**

11 8. The amendments to Rule 23 of the Federal Rules of Civil Procedure, effective
12 December 1, 2018, formalized the manner and method by which notice is provided to Rule
13 23(b)(3) classes. Specifically, the new rule still requires "the best notice practicable," but
14 recognizes that twenty-first century technological advances render the best notice practicable
15 attainable through a variety of media, including "United States mail, electronic means, or other
16 appropriate means."¹

17 9. In the committee note, the Advisory Committee wrote: "Since *Eisen v. Carlisle &*
18 *Jacquelin*, 417 U.S. 156 (1974), interpreted the individual notice requirement for class members
19 in Rule 23(b)(3) class actions, many courts have read the rule to require notice by first class mail
20 in every case. But technological change since 1974 has introduced other means of
21 communication that may sometimes provide a reliable additional or alternative method for giving
22 notice. Although first class mail may often be the preferred primary method of giving notice,
23 courts and counsel have begun to employ new technology to make notice more effective." The
24 Committee continued: "Because there is no reason to expect that technological change will cease,

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28 ¹ The Civil Agenda Book is available at http://www.uscourts.gov/sites/default/files/2017-04-civil-agenda_book.pdf. Please see page 120.

1 when selecting a method or methods of giving notice courts should consider the capacity and
2 limits of current technology, including class members' likely access to such technology.”²

3 10. Here, as proposed in the Original Declaration, the Parties will utilize first class
4 mail, email, publication notice, a press release, targeted banner ads, and social media to effectuate
5 full and proper notice to the class. Specifically, the Parties will utilize direct mail as the
6 “preferred primary method” of giving notice, combined with any and all available email
7 addresses—including a plan to source, verify, and update all email addresses, as described *infra*.

8 11. The notice program will also be supplemented with a publication notice plan using
9 online media and print publications. The online media plan (i.e., targeted banner ads and social
10 media) will make use of current state-of-the-art technological methods to help make notice more
11 effective.

12 12. With respect to print publication notice, given the demographics of the class, the
13 inclusive mail and email list, and the targeting abilities described *infra*, it is preferable to use a
14 targeted approach. To that end, Angeion no longer recommends using the national publication
15 notice proposed in paragraph 42 of the Original Declaration, and will instead, as discussed in
16 paragraph 43 of the Original Declaration, publish notice in the trade publications *Motor* and
17 *Automotive News*, as they are more targeted than general circulation national newspapers.

18 13. Angeion will also work with the Parties to design a press release that will be
19 distributed via a national newswire service to coincide with the opening of the Settlement Benefit
20 Period. The press release will announce (i) the opening of the Benefit Period, (ii) the available
21 remedies, and (iii) the relevant timelines. This release will be disseminated to both general and
22 automotive media, and based on experience with similar releases, is expected to generate
23 informative coverage in publications (both print and online) likely to be read by Class Members.

24 14. With regard to the direct notice program, I am advised that the records for former
25 and current owners are being culled from FCA's internal customer name and address database, as
26 well as from third-party syndicated data sources that utilize both DMV data and vehicle
27 identification numbers (“VINs”) to verify accuracy. Angeion expects these lists to be fulsome,

28 ² *Id.* at 120.

1 mostly accurate (given the recent model years of the vehicles involved (2014–2016)), and to be
2 able to reach the majority of Class Members directly by mail, email, and in some cases, through
3 both mediums.

4 15. At the time of this declaration I am advised that FCA has identified approximately
5 101,000 VINs for potentially affected vehicles. FCA has culled the most recently available
6 contact data associated with these VINs, both from its customer database and third-party sources.
7 I am advised that this recent data contains approximately 82,000 U.S. postal addresses and
8 approximately 68,000 email addresses associated with the 101,000 VINs for potentially affected
9 vehicles. Because this data is the most recent available, the information can be used to contact
10 current owners and lessees of affected vehicles. Angeion will also use the Email Append process,
11 described *supra*, to locate additional U.S. postal and e-mail addresses.¹

12 16. In addition, to obtain contact information for potentially eligible class members
13 who are former owners and lessees of affected vehicles, FCA obtained available contact
14 information from a third-party data source of DMV registration information as of January 12,
15 2017 for the potentially affected VINs. While this 2017 dataset includes some overlap with the
16 more recent data (i.e., owners who owned as of January 2017 and still own the vehicle today), this
17 data can be used to identify former owners and lessees, as I am advised that this data contains
18 approximately 76,900 unique mailing addresses and approximately 30,900 unique email
19 addresses (i.e., unique from the more recent owner and lessee data).

20 17. As set forth in paragraph 19 of the Original Declaration, Angeion takes great pains
21 to ensure delivery of notice by U.S. postal mail to Class Members. Specifically, prior to mailing,
22 all addresses on the Class Member list will be processed through the United States Postal Service
23 (“USPS”) National Change of Address (“NCOA”) database. This process provides updated
24 address information for individuals and businesses who have moved in the last four years and
25 who filed a change of address card with the USPS.

26 _____
27 ¹ I am advised that FCA is currently awaiting approval from three state government authorities
28 (California, New Hampshire and Pennsylvania) to provide data to Angeion and that approval is
expected to be forthcoming shortly. FCA is expected to soon transfer data to Angeion for a
fourth state, Virginia, that required additional approval.

1 18. Similarly, in an effort to mail short-form notices to the intended Class Member
2 recipients, the Notice Program provides for the following: (1) notices that are returned as
3 undeliverable by the USPS and have a forwarding address will be re-mailed to that forwarding
4 address; (2) notices that are returned as undeliverable by the USPS without a forwarding address
5 will be subject to address verification searches (“skip tracing”), utilizing a wide variety of data
6 sources, including public records, real estate records, electronic directory assistance listings, etc.,
7 to locate updated addresses. Notices will then be re-mailed to updated addresses located through
8 skip tracing.

9 19. Regarding email, Angeion utilizes best practices to avoid spam filters and increase
10 the deliverability of emails to Class Members. Our processes are described in the Original
11 Declaration in paragraphs 23 and 24.

12 20. Further, and as described in the Parties’ Joint Response to Order re Supplemental
13 Briefing and/or Evidence (Dkt. No. 507), Angeion will employ additional methods to help ensure
14 that as many Class Members as possible receive notice via email. Specifically, prior to
15 distributing email notice, Angeion will engage in a two-step email updating process to help
16 ensure the accuracy of recipient email addresses. In the first step of the process—known as email
17 “Hygiene and Verification”—Angeion reviews email addresses for mis-transcribed characters and
18 accuracy and uses commercially available data to identify which settlement Class Members’
19 email addresses are currently in use by that individual. In the second step—known as an “Email
20 Append”—Angeion takes any email addresses that were identified as potentially invalid or
21 outdated during the Hygiene and Verification process and updates those email addresses to the
22 best available email addresses for each affected individual. Angeion will also use the Email
23 Append process to attempt to locate email addresses for any class members on the class list for
24 whom we do not already possess an email address.

25 21. As part of the Hygiene and Verification process we cause the email records to be
26 reviewed against a suppression key, which accounts for common email hygiene and deliverability
27 problems, such as blacklisted IP addresses, blacklisted domains, improper extensions, improper
28 format and known spam traps. This allows us to confirm that we are using valid, deliverable,

1 email addresses. Likewise, it provides insight as to whether an email address for a particular
2 Class Member may need to be updated or verified via the append process.

3 22. Regarding the append process, Angeion utilizes a network of data partners³ to
4 aggregate a combination of first- and third-party consumer data to source, update, and verify
5 email addresses. Specifically, we can match email addresses to certain other data points as a
6 validity check, such as an individual's name, U.S. postal address, and previous email address.

7 23. By way of example, if the commercially available data indicated that an individual
8 with the same name and address as a settlement Class Member recently opted to use a different
9 email address than the one reflected in FCA's business records to receive online billing
10 communications from a utility company or a bank, then this individual's email address would be
11 updated to reflect this change. Ultimately, with an eye towards creating an over-inclusive notice
12 campaign, Angeion will attempt to email notice to *both* the original email addresses contained in
13 FCA's records as well as any new email addresses garnered via this two-step verification process.
14 The mere existence of a conflicting email address that was used, for example, to enter into a
15 sweepstakes site, or a non-repeat e-commerce site, however, would not be enough to trigger an
16 email update because those examples (unlike the utility company example just discussed) lack an
17 imprimatur of authenticity. This accounts for the practical reality that Class Members may enter
18 one email address for a single transactional relationship, like entering an online contest, but are
19 more likely to use a valid email address, which they check often, to receive billing information
20 for their gas or electric bills.

21 24. Upon the completion of the notice campaign, Angeion will report to the Court the
22 total number of mailings and emails, accounting for returned undelivered mail, forwarded mail,
23 and emails that were blocked at the Internet Service Provider ("ISP") level.

24 25. Angeion can determine whether an email address is invalid and can affirmatively
25 detect instances when an email notice was blocked at an ISP Level. However, Angeion cannot
26 determine whether a settlement notice email has been filtered as spam or was read by a Class

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28 ³ Our data partners typically include Acxiom, Dun & Bradstreet, Google, Nielsen, Oracle, and Facebook.

1 Member, as Angeion does not have access to individual email providers' first-party data once an
2 email has been delivered. Whether or not an email is categorized as spam is not determined at an
3 ISP level and is often determined by the individual spam filter settings a Class Member sets on
4 their own browser and/or email client. I am not aware of any settlement administrator capable of
5 determining how many emails are actually read and/or not put into a junk or spam folder.

6 Likewise, I am not aware of any commercial advertising agencies or firms who can make this
7 type of determination since the email client data is not shared with the ISP or other third-party
8 services.

9 26. Using "read receipts" is not an advisable means to ensure receipt of notice because
10 it would likely augment the chances that the email would be flagged as spam by the various ISPs.
11 Further, a Class Member may also be more hesitant to open any email that requires a read receipt,
12 and thus we do not recommend that course of action.

13 27. The email methods described above and to be undertaken here exceed those
14 typically utilized in notice programs ordered under Fed. R. Civ. P. 23(b). In my opinion, these
15 efforts represent a state-of-the-art approach to email communications.

16 **III. DIGITAL & SOCIAL MEDIA**

17 28. The social media and digital marketing proposals I described in the Original
18 Declaration were designed to satisfy the Due Process requirement under the Federal Rules,
19 independent of the "comprehensive direct notice efforts," by U.S. postal mail and email, which
20 are "the principal methods of notice." (Orig. Decl. ¶¶ 10, 26).

21 29. After reviewing FCA's data on current and former vehicle owners and further
22 consulting with the Parties, Angeion will implement the social and digital media programs
23 described *infra* as a form of supplemental notice. Angeion will work closely with FCA and the
24 PSC on the content and audience of the program. Given the robustness of the class member
25 contact data available to FCA, Angeion no longer recommends the use of an over inclusive
26 "Target Audience" as described in Paragraphs 26–43 of the Original Declaration. After further
27 consultation with the Parties and after reviewing FCA's records of current and former vehicle
28 owners, Angeion will use a more precisely targeted approach to reach prospective Class Members

1 than that described in the Original Declaration. To this end, Angeion, with input from FCA and
2 the PSC, will utilize advanced targeting to reach Class Members online both through social media
3 advertisements and through search- and browsing-driven advertisements on the broader internet.
4 These techniques include multiple targeting layers to help ensure delivery to the most appropriate
5 users. In response to this Court's request during the January 23, 2019 hearing, this declaration
6 will further explain these methodologies.

7 **30. Targeted Social Media Campaign.** The primary means of social media notice
8 will be through a "custom" Facebook campaign, implemented by Angeion, with input from FCA
9 and the PSC, which will run for a total of 90 days. The first 45 days of the campaign will
10 coincide Class Notice Program and the second 45 days will coincide with the beginning of the
11 Claims Benefit Period. Angeion will upload known Class Member email addresses directly to
12 Facebook. If any of the email addresses are used as the primary log-on email address for a
13 Facebook account, Angeion will be able to contact those specific Class Members on a one-to-one
14 basis via ads displayed in their Facebook timeline. This is a distinct (and more effective) method
15 of targeting a Class Member than by their demographic profile on Facebook because, by using the
16 custom audience, we are targeting actual, known, verified Class Members. Additionally, if
17 Angeion receives any updated class member emails by way of the append processes or via class
18 members who register an interest on the dedicated website, Angeion will update the Facebook
19 targeting accordingly. Angeion will coordinate with FCA and the PSC to develop responses to
20 consumers' frequently asked questions, and Angeion review Facebook and Twitter traffic about
21 the settlement and utilize those responses to answer common questions, and respond to specific
22 comments or concerns raised by users.

23 **31. Search Targeting for Advertisements.** In addition to the social media campaign
24 discussed above, Angeion will also cause prospective Class Members to be served advertisements
25 using search engines or on other websites while browsing the internet. This program, like the
26 social media program, will also run for 90 days, with the first 45 days corresponding to the
27 beginning of the Class Notice Program, and the second 45 days corresponding to the beginning of
28 the Settlement Benefit Period. The first targeting technique that Angeion will utilize is driven by

1 users' search activity. Media planners will be given a list of keywords and phrases related to this
2 litigation, which shall be agreed upon in advance by FCA and the PSC, to serve advertisements to
3 individuals who appear to be searching for information on the settlement. If a prospective Class
4 Member searches for these terms (or recently searched for these terms), that user could be served
5 with advertisements directing them to the settlement website.

6 32. **Category Contextual Targeting.** This process will serve advertisements to
7 prospective Class Members while they are browsing categorically-relevant information, which
8 shall be agreed upon in advance by FCA and the PSC, related to this litigation. For example, if a
9 prospective Class Member was browsing a website related to news articles, blogs, web forums, or
10 other online content related to this litigation, they could be served with advertisements directing
11 them to the settlement website.

12 33. **Keyword Contextual Targeting.** This process takes contextual targeting a step
13 further by using an algorithm to analyze the content that the potential Class Member is currently
14 viewing and uses that information to display advertisements directing them to the settlement
15 website at nearly the exact same moment the user is reading information related to this litigation.

16 34. **Site Retargeting.** This technique is a targeting method used to reach potential
17 Class Members who have already visited the dedicated case website, while they browse other
18 pages. This allows Angeion to provide a Class Member sufficient repeated exposure to an
19 advertisement about the settlement to convince them to act.

20 35. Additionally, we will use the geographic information provided by FCA to geo-
21 target the digital advertisements about the settlement in rough proportionality to the geographic
22 spread of the class. For example, if approximately 15% of the class registered a vehicle in
23 Montana, we would cause approximately 15% of the digital advertisements to be served in
24 Montana. We would also reserve some digital advertisements for the national audience, to
25 account for unknown Class Members, Class Members who may have moved since registering
26 their vehicle, and Class Members who are traveling during the pendency of the notice period.

27 36. It is Angeion's understanding that FCA has significant experience in targeting
28 audiences, including audiences such as the class members, with advertising and marketing

1 materials. To that end, FCA will be given the opportunity to work closely with Angeion and the
2 PSC to determine the content and audience of the digital and social media campaigns, press
3 release, and the claims stimulation package before dissemination.

4 **IV. ADDITIONAL FORMS OF NOTICE**

5 37. In addition to the means described above, FCA has agreed to separately send an
6 additional notice by first-class mail to all owners of affected vehicles when the approved
7 emissions modification becomes available. Angeion, FCA, and the PSC will work closely to
8 determine the content of these notices, and FCA will report any agreed-upon metrics to Angeion
9 and the PSC. This will serve as a timely reminder for vehicle owners to initiate the claims
10 process, make an appointment, and get the software update installed in their vehicles.
11 Importantly, FCA will be able to utilize the most up-to-date vehicle owner information provided
12 by third-party aggregators of DMV information to ensure that any owners who purchased affected
13 vehicles since the previous mailing will get this subsequent mailing.

14 38. I have also been informed that FCA will post a link to the settlement website
15 (www.EcoDieselSettlement.com) on the homepage of one or more of its website(s) during the
16 pendency of the Class Notice Program and the first 45 days of the Claims Benefit Period. FCA
17 will also communicate to its authorized dealers and service centers about the settlement and
18 provide training on communicating with customers about the approved emissions modification
19 for affected vehicles, extended warranty, and the class action settlement. In addition, dealer
20 technicians routinely scan information contained in the vehicle's computer for any open recalls
21 when a customer goes to the dealer for any maintenance or repair. This will enable the dealer
22 technicians to inform customers about the existence of the open recall for the approved emissions
23 modification and the class action settlement.

24 39. Additionally, as the Court recognized at the January 23, 2019 hearing, FCA is
25 incentivized to maximize the number of vehicles repaired. To that end, FCA has indicated that it
26 may consult with Angeion about possible additional approaches to reaching and incentivizing
27 Class Members to act, such as additional reminder notices, both by mail and email, an outbound
28 calling campaign, or even door-to-door canvassing. These are in addition to the direct notice via

1 U.S. postal mail, email, and online media that we will undertake to satisfy Due Process as part of
2 the Notice Program.

3 40. It is our experience that an increased frequency of Class Member notification
4 methods has a positive overall effect on participation rates. The use of these additional means of
5 notice will allow multiple “touches” for Class Members, during precisely the time period when
6 they are able to make claims under the Settlement.

7 **V. MEANS TO OPT OUT AND CLAIM FORM**

8 41. At the Parties’ request, Angeion has created a dedicated email address to receive
9 electronic opt-out submissions from Class Members: OptOut@EcoDieselSettlementAdmin.com.
10 Angeion will monitor this email address and report all opt-outs to the Parties and the Court.

11 42. Angeion has worked with the Parties to draft a proposed claim form for the
12 Court’s review. The proposed claim form is attached as an exhibit to the Parties’ Joint Response
13 to Order Re Supplemental Briefing and/or Evidence.

14 **VI. CLAIMS STIMULATION PACKAGE**

15 43. In addition to the other notice efforts, the Original Declaration also proposed a
16 Claims Stimulation Package consisting of digital, social media, and print publication in order to
17 maximize claim filing rates. Upon further consultation with the Parties and review of FCA’s
18 customer data and experience with effectuating customer recalls (as discussed in paragraph 6,
19 supra), Angeion will design the Claims Stimulation Package to institute the social and digital
20 media programs described in paragraphs 29–35 of this declaration for 45 days following the
21 opening of the Settlement Benefit program. The Parties will also issue the previously-described
22 press release described in paragraph 12 of this declaration to announce the opening of the
23 Settlement Benefit Period. A subsequent postcard notice will be mailed to coincide with the
24 opening of the Settlement Benefit Period, as described in paragraph 37. Angeion will continue to
25 consult with the Parties to provide mutually agreed-upon claims stimulation as needed based on
26 the rates of claims and vehicle repairs once the Settlement Benefit Period begins.

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VII. CONCLUSION

44. In my opinion, the Notice Program described herein meets Rule 23(c),(e), and due process requirements as the best notice practicable under the circumstances, and incorporates contemporary media and best practices to alert and engage the participation of the class members in the proposed Settlement.

45. The Notice Program here utilizes every Class Member mailing address and email address reasonably available to effectuate direct notice. When combined with the digital and social media aspects of the Notice Program, including the online targeting described above and the targeted social media campaign, the overall notification efforts exceed the guidance of the Federal Judicial Center, and comply with Due Process, this District’s Local Rules, and the amended Rule 23.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: February 8, 2019



STEVEN WEISBROT

EXHIBIT A

Second Amended Short-Form Notice

Official Court-Approved Legal Notice

Settlements with Ram and Jeep EcoDiesel Vehicle Owners/Lesseees, the Environmental Protection Agency, and the California Air Resources Board

You are receiving this notice as an **owner, former owner, lessee, or former lessee** of one of the Fiat Chrysler EcoDiesel vehicles listed below. You may be eligible for cash benefits under a class action settlement.

Ram 1500 EcoDiesel	Jeep Grand Cherokee EcoDiesel
Model Years 2014-2016	Model Years 2014-2016

Settlement Benefits**GET PAID CASH**

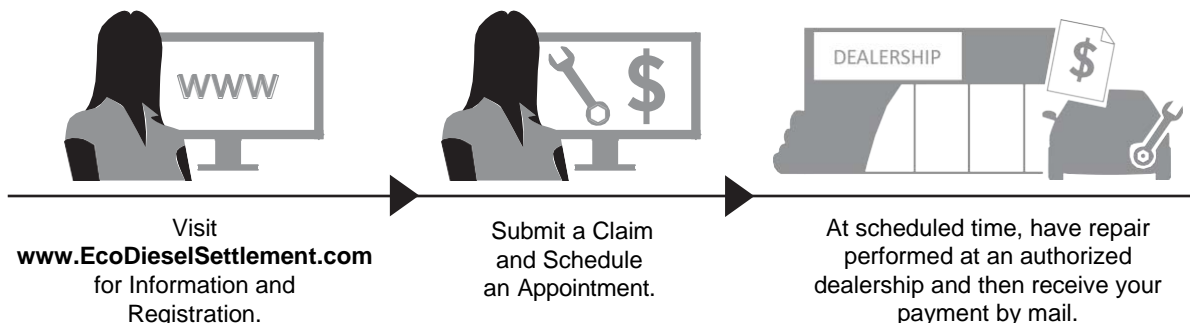
most owners get \$3,075; most lessees get \$990

+

GET YOUR VEHICLE FIXED

to comply with emissions standards

+

RECEIVE A COMPREHENSIVE EXTENDED WARRANTY**How It Works****Your Rights, Next Steps, & Important Dates**

The Settlements collectively provide cash compensation, a vehicle repair, and a comprehensive extended warranty. **If you are a current owner or current lessee, you must submit a claim and receive the repair to be eligible for compensation.** You can have your vehicle repaired and receive the extended warranty prior to or after making a claim, but you will not be eligible for compensation until you submit your claim.

The Court will hold a hearing on **May 3, 2019** and will decide whether to approve the Settlements on or after that date.

Fiat Chrysler will begin processing claims once the Court approves the Settlements. This notice is being sent to you prior to that date to give you time to decide whether to participate in the claims process. You will be notified again once you can start submitting claim forms and documentation. In the meantime, claim forms are available now at www.EcoDieselSettlement.com, and you can also sign up for e-mail updates at www.EcoDieselSettlement.com.

All current owners and current lessees must submit a valid claim before **[CLAIMS DEADLINE]** to participate. If you are a Former Owner or Former Lessee, you must submit your valid claim by **[FORMER CLAIMS DEADLINE]**.

You may object or exclude yourself from the Class Action Settlement by **[OPT OUT DATE]**. If you object, you will still be a member of the Class (if you are otherwise eligible) and must submit a claim to receive cash compensation. If you stay in the Class Action Settlement, you are eligible to receive benefits and cash and cannot sue Fiat Chrysler or Bosch for the claims being resolved by the Settlement.

Attorneys representing the Class will request Court approval for \$59 million in attorneys' fees and \$7 million in costs. Any such fees and costs awarded by the Court will be paid separately by Fiat Chrysler and Bosch and will not reduce your compensation.

Visit www.EcoDieselSettlement.com for more details on the Class Action Settlement, to register, and to review your rights and options.

EXHIBIT B

Second Amended Long-Form Notice

Official Court-Approved Legal Notice
Settlements with Ram and Jeep EcoDiesel Vehicle Owners/Lesseees, the Environmental Protection Agency,
and the California Air Resources Board

You are receiving this notice as an **owner, former owner, lessee, or former lessee** of one of the Fiat Chrysler vehicles listed below. You may be eligible for cash benefits under a class action settlement.

Ram 1500 EcoDiesel	Jeep Grand Cherokee EcoDiesel
Model Years 2014-2016	Model Years 2014-2016

Settlement Benefits

GET PAID CASH

most owners get \$3,075; most lessees get \$990

+

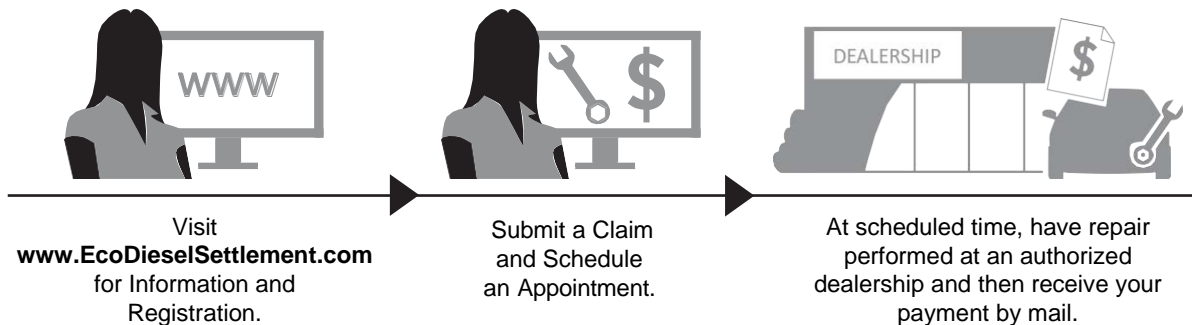
GET YOUR VEHICLE FIXED

to comply with emissions standards

+

RECEIVE A COMPREHENSIVE EXTENDED WARRANTY

How It Works



Fiat Chrysler (Fiat Chrysler Automobiles N.V., FCA US LLC, VM Motori, S.p.A., and VM North America, Inc.) has reached settlements with consumers and federal and state regulators (collectively, the “Settlements”) in which it has agreed to modify the emission control system software in certain Ram 1500 and Jeep Grand Cherokee vehicles equipped with a 3.0-liter V6 diesel engine, to provide comprehensive extended warranties for those modified vehicles, and to make monetary payments to certain affected consumers. The consumer class action settlement also involves Bosch (Robert Bosch GmbH and Robert Bosch LLC). Fiat Chrysler and Bosch are referred to collectively as “Defendants.”

The following vehicle make and model years are included in the Settlements, subject to the exclusions contained in this Notice and in the Settlements, and are referred to throughout this Notice and in the Class Action Agreement as the “Subject Vehicles.” Not all Subject Vehicles are eligible to receive compensation under the Class Action Agreement. Those that are eligible for compensation under the Class Action Agreement are referred to as the “Eligible Vehicles.”

MODEL	MODEL YEARS
Ram 1500 EcoDiesel	2014 – 2016
Jeep Grand Cherokee EcoDiesel	2014 – 2016

The Settlements consist of:

- A Class Action Agreement (or “Agreement”) between Defendants and certain current owners/lessees and former owners/lessees of Eligible Vehicles (collectively, “Class Members”); and
- A “Consent Decree” between Fiat Chrysler and the United States Department of Justice (the “DOJ”) on behalf of the Environmental Protection Agency (“EPA”) and the State of California by and through the California Attorney General and the California Air Resources Board (“CARB”).

This Notice summarizes the terms of the Class Action Agreement and answers potential questions Class Members and other owners and lessees of Subject Vehicles may have about their eligibility and the terms of the Agreement.

Summary of Benefits for Class Members

The Agreement accomplishes three main objectives: (1) it provides cash compensation to Class Members; (2) it updates the software in the Eligible Vehicles’ emission control systems; and (3) it gives Class Members a robust extended warranty.

Class Member Compensation. The first objective is achieved through cash payments to Class Members. Those cash payments are as follows:

	Eligible Owners (If no former owner or former lessee timely completes a valid claim for the same vehicle)	Eligible Owners (If a former owner or former lessee timely completes a valid claim for the same vehicle)	Eligible Lessees, Former Owners, and Former Lessees
Cash Compensation	\$3,075	\$2,460	\$990

The estimated maximum aggregate value of the monetary component of this Class Action Agreement is \$307,460,800, if every Class Member participates in the Class Action Agreement by submitting a timely and valid claim. **Current owners and current lessees must submit a timely and valid claim and have their vehicles repaired (as described below) to receive cash compensation.**

Vehicle Repair. The second objective is achieved through an emissions modification approved by the EPA and CARB that is intended to ensure that the Subject Vehicles’ emissions are in compliance with the emissions standards to which they were originally certified, without reducing advertised performance or average fuel economy (see Question 16 for further details). Through the Settlements, Fiat Chrysler will offer this “Approved Emissions Modification” or “AEM” free of charge to all model year 2014 to 2016 Ram 1500 EcoDiesel and Jeep Grand Cherokee EcoDiesel vehicles, including Eligible Vehicles. In addition, under the Consent Decree, Fiat Chrysler will pay \$305 million as a penalty under the Clean Air Act and the California Health and Safety Code.

Extended Warranty. The third objective is achieved through an Extended Warranty offered for all Subject Vehicles that receive the Approved Emissions Modification. The Extended Warranty covers all parts and

systems affected by the Approved Emissions Modification, and the warranty term is the greater of (i) 10 years from the date of initial sale or 120,000 actual miles on the vehicle odometer, whichever comes first; and (ii) 4 years or 48,000 miles from the date and mileage of installing the Approved Emissions Modification on the vehicle, whichever comes first. Fiat Chrysler shall not impose on consumers any fees or charges (and must pay any fees or charges imposed on consumers by any Dealer in accordance with the applicable franchise agreements with such Dealers) related to the warranty service. The estimated per-vehicle cost to Fiat Chrysler of the warranty components of this Class Action Agreement is approximately \$1,050.

Subject to the limitations on non-operable vehicles and vehicles that have modified emissions systems, as discussed in Questions 14 and 15 below, all current owners and current lessees of Subject Vehicles will be able to obtain the AEM and Extended Warranty regardless of whether they are Class Members, but only Class Members are eligible for monetary compensation.

Obtaining Information About the Settlements and their Benefits

This Notice is a summary of the Class Action Agreement and its benefits. The full details of the Settlements are available online at the Settlement Website (www.EcoDieselSettlement.com). The Settlement Website also contains additional information about settlement benefits and eligibility.

Attorneys' Fees

The attorneys that the Court appointed to represent the consumer plaintiffs in this litigation are referred to as "Class Counsel." Class Counsel will request Defendants pay \$59 million in attorneys' fees and \$7 million in costs separate from and in addition to the benefits the Settlements provide Class Members. Any fees and costs paid to Class Counsel will not reduce Class Members' compensation, and must be approved by the Court.

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CLASS MEMBERSHIP

1. What is this litigation about?

On January 12, 2017, the EPA and CARB issued notices of violation to Fiat Chrysler Automobiles N.V. and FCA US LLC alleging that certain Ram and Jeep vehicles with 3.0-liter V6 diesel engines in the United States were equipped with eight Auxiliary Emissions Control Devices (“AECs”) that were not disclosed to the EPA, and that the operation of one or more of the AECs alone or in combination resulted in excess emissions of nitrogen oxides (“NOx”). January 12, 2017 is sometimes referred to in this Notice as the “Notice of Violation date” or “NOV date.”

Attorneys representing owners and lessees of these EcoDiesel vehicles, including certain automobile dealers not affiliated with Fiat Chrysler, filed class action lawsuits against Fiat Chrysler Automobiles N.V., FCA US LLC, VM Motori, S.p.A., VM North America, Inc., Robert Bosch GmbH, and Robert Bosch LLC, who are referred to as the “Defendants.” The people who sued are called the “Plaintiffs.”

Plaintiffs allege that the Subject Vehicles were equipped with AECs that caused the vehicles to emit significantly more pollutants than consumers reasonably expected, and more pollutants than were permitted under federal and state clean air laws. Plaintiffs further assert that the Defendants intentionally misled consumers about the qualities and characteristics of the Subject Vehicles.

In addition to the class action lawsuits, the DOJ filed suit on behalf of the EPA and the State of California filed suit by and through the California Attorney General and CARB. The lawsuits filed by the DOJ/EPA and California assert that Fiat Chrysler violated the Clean Air Act and the California Health and Safety Code.

The case is before Judge Edward Chen of the United States District Court for the Northern District of California (the “Court”). The case is known as *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777.

2. Am I covered by the Class Action Agreement?

You are covered by the Class Action Agreement if you are a member of the Class. Except for the exclusions mentioned below, the Class is composed of all persons (including individuals and entities) who:

- On January 12, 2017, owned or leased an eligible model year 2014, 2015, or 2016 Ram 1500 or Jeep Grand Cherokee 3.0-liter diesel vehicle Registered (as defined in Paragraph 2.60 of the Class Action Agreement) in the United States or its territories (an “Eligible Vehicle,” defined more fully in Section 2.35 of the Class Action Agreement); or
- between January 12, 2017 and the deadline to submit claims become the owner or lessee of an Eligible Vehicle in the United States or its territories; or
- own or lease an Eligible Vehicle in the United States or its territories at the time it receives the Approved Emissions Modification.

The Class does not include Fiat Chrysler Authorized Dealers but does include automobile dealers who are not Fiat Chrysler Authorized Dealers and otherwise meet the definition of the Class.

The following persons (including entities and individuals) are **excluded** from the Class:

- Owners or lessees who acquired an Eligible Vehicle after January 12, 2017 (NOV date) and transferred ownership or terminated their lease before **[the Opt-Out Deadline]**;

- Owners or lessees who acquired an Eligible Vehicle after January 12, 2017 and transferred ownership or terminated their lease after [the Opt-Out Deadline] as a result of a total loss, but before the deadline for Eligible Owners and Eligible Lessees to submit a claim;
- Owners who acquired an Eligible Vehicle on or before January 12, 2017 and transferred ownership after January 10, 2019 (the date the settlement was announced) but before [the Opt-Out Deadline], unless ownership was transferred as a result of a total loss;
- Lessees who leased their Eligible Vehicles on or before January 12, 2017, acquire ownership after January 10, 2019, and transfer ownership before the AEM is performed on the Eligible Vehicle;
- Owners whose Eligible Vehicle is not Registered (as defined in Paragraph 2.60 of the Class Action Agreement) in the United States as of the date the AEM is performed;
- Defendants' officers, directors and employees; Defendants' affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Fiat Chrysler's Authorized Dealers and their officers and directors;
- Judicial officers and their immediate family members and associated court staff assigned to this case; and
- All those otherwise in the Class who or which timely and properly exclude themselves from the Class.

If, after reading this Notice, you are not sure whether you are included in one of the Settlements, you may visit the Settlement Website (www.EcoDieselSettlement.com) or call 1-833-280-4748. You may also write with questions via e-mail to Info@EcoDieselSettlementAdmin.com, or regular mail to:

EcoDiesel Settlement Claims
PO Box 2960
Farmington Hills, MI 48333-2960

3. Who qualifies for the Approved Emissions Modification and Extended Warranty?

All current owners and current lessees of Subject Vehicles will be able to obtain the AEM at a Fiat Chrysler Authorized Dealer or, in certain areas, through a Fiat Chrysler service provider, regardless of whether they are Class Members. The specific repairs that will be performed are generally described in Paragraph 23 of the Consent Decree, which is available on the Settlement Website (www.EcoDieselSettlement.com). All vehicles that receive the AEM will also be entitled to the Extended Warranty.

Subject to the limitations on non-operable vehicles and vehicles that have modified emissions systems, as discussed in Questions 14 and 15 below, all current owners and current lessees of Subject Vehicles will be able to obtain the AEM and Extended Warranty regardless of whether they are Class Members, but only Class Members are eligible for monetary compensation.

4. Who qualifies for payment benefits? And what will they receive?

Several broad categories of Class Members qualify for payment benefits: Eligible Owners, Eligible Lessees, Eligible Former Owners, and Eligible Former Lessees. The Class Action Agreement sets forth all eligibility criteria and compensation details, but the table below provides an overview of the Class Member categories and the benefits they are eligible to receive.

Category	Definition	Benefits	Class Member Payment
Eligible Owner (acquired vehicle on or before January 12, 2017)	Owned an Eligible Vehicle on January 12, 2017 (NOV date), and owns that Vehicle at the time of the AEM	Owner Payment* + Approved Emissions Modification + Extended Warranty	\$3,075
Eligible Owner (acquired vehicle after January 12, 2017) (does not apply to owners of vehicles that were leased as of January 10, 2019, who are treated as Eligible Lessees, and not Eligible Owners)	Owns an Eligible Vehicle at the time of the AEM, but did not own that Eligible Vehicle on January 12, 2017 (NOV date)	Owner Payment* + Approved Emissions Modification + Extended Warranty	\$2,460 (if an Eligible Former Owner or Eligible Former Lessee of the vehicle also submits a valid claim for benefits) <u>OR</u> \$3,075 (if no other Class Member submits a valid claim for benefits related to the same vehicle)
Eligible Former Owner[†]	Owned an Eligible Vehicle on January 12, 2017 (NOV date), and sold the vehicle on or before January 10, 2019 (date of settlement announcement)	Former Owner Payment	\$990
Eligible Lessee	Leases an Eligible Vehicle at the time of the AEM, or purchased an Eligible Vehicle that was leased on January 10, 2019 (date of settlement announcement), and owns the Eligible Vehicle at the time of the AEM	Lessee Payment* + Approved Emissions Modification + Extended Warranty	\$990
Eligible Former Lessee[†]	Leased an Eligible Vehicle on January 12, 2017 (NOV date), and surrendered the vehicle before the vehicle receives the AEM.	Lessee Payment	\$990

* **Eligible Owners and Eligible Lessees who participate in the Claims Program must complete an Approved Emissions Modification to receive the Class Member Payment.**

[†] For additional details relating to totaled vehicles, see Question 11.

5. I sold my vehicle. Am I a Class Member? What are my benefits?

Class Members who wish to claim benefits under the Class Action Agreement and have not already sold or otherwise transferred ownership of their vehicles should retain their vehicles, submit a claim, and have the AEM performed on their vehicles.

If you owned an Eligible Vehicle on January 12, 2017 (NOV date), and you sold your vehicle before January 10, 2019 (date of settlement announcement), including transferring it to an insurance company or otherwise selling to a junkyard or salvage dealer following a total loss (i.e., a “totaled” vehicle), you are a Class Member. You **may be eligible** to receive benefits as an Eligible Former Owner.

TO OBTAIN SETTLEMENT BENEFITS, Eligible Former Owners MUST submit a complete and valid claim within 90 days after the Court’s final approval of the Settlements to be eligible for compensation. Under the proposed schedule, this would mean a deadline of August 1, 2019, although the deadline may change depending on when the Court finally approves the Settlements. Please check the Settlement Website (www.EcoDieselSettlement.com) regularly for updates regarding this deadline. See Questions 18-21 for details on how to submit a claim. Eligible Former Owners who miss the 90-day claim deadline will not receive any settlement compensation.

If you sold or otherwise transferred title of your Eligible Vehicle after January 10, 2019, but before **[the Opt-Out Deadline]**, you are not a Class Member, this Agreement does not cover or release any potential claims you might have against the Defendants, and you will **not** receive any compensation under the Class Action Agreement.

If you sold or otherwise transferred title of your Eligible Vehicle after **[the Opt-Out Deadline]**, but before the vehicle receives the AEM, you **are** a Class Member but you will **not** receive any compensation under the Class Action Agreement. To avoid this situation, you should keep your vehicle, submit a claim and then schedule and complete an AEM appointment as soon as possible.

If, because of a total loss, you transferred title to your Eligible Vehicle to an insurance company or an equivalent after January 10, 2019, and prior to receiving the AEM, please refer to Question 11.

6. I no longer lease my vehicle. Am I a Class Member?

If you leased an Eligible Vehicle as of January 12, 2017 (NOV date), and your lease terminated before the AEM is performed, you are a Class Member known as an Eligible Former Lessee.

If you are leasing an Eligible Vehicle when the AEM is performed, you are a Class Member known as an Eligible Lessee.

Lessees will be entitled to the same compensation under the Class Action Agreement regardless of whether they are classified as Eligible Lessees or Eligible Former Lessees.

If you previously leased an Eligible Vehicle and then purchased it, please see Question 8.

TO OBTAIN SETTLEMENT BENEFITS, Eligible Former Lessees MUST submit a complete and valid claim within 90 days after the Court’s final approval of the Settlements to be eligible for compensation. Under the proposed schedule, this would mean a deadline of August 1, 2019, although the deadline may change depending on when the Court finally approves the Settlements. Eligible Former Lessees who miss the 90-day claim deadline will not receive any settlement compensation.

Please check the Settlement Website (www.EcoDieselSettlement.com) regularly for updates regarding this deadline. See Questions 18-21 for details on how to submit a claim.

7. I bought my vehicle after January 12, 2017. Am I a Class Member?

If you acquired an Eligible Vehicle after January 12, 2017 (NOV date), and continue to own the vehicle as of the date it receives the AEM, you are a Class Member known as an Eligible Owner. However, if you own an Eligible Vehicle that was leased, either by you or another party, as of January 10, 2019 (date of settlement announcement), and own the vehicle when the AEM is performed, you are eligible for a Lessee Payment, not an Owner Payment.

If you acquired an Eligible Vehicle after January 12, 2017 and sold or otherwise transferred ownership of that vehicle after January 10, 2019, but *before* [the Opt-Out Deadline], you are not a Class Member and you will **not** receive any benefits under the Class Action Agreement.

If you acquired an Eligible Vehicle after January 12, 2017, and, because of a total loss, transferred title of the vehicle to an insurance company or equivalent after [the Opt-Out Deadline], you are not a Class Member and you will **not** receive any benefits under the Class Action Agreement.

If you acquired an Eligible Vehicle after January 12, 2017, and sold or otherwise transferred title of that vehicle after [the Opt-Out Deadline], but before the vehicle receives the AEM, you are a Class Member but you will **not receive any benefits under the Class Action Agreement. To avoid this situation, you should keep your vehicle, submit a claim and then schedule and complete an AEM appointment as soon as possible.**

If you purchase or lease an Eligible Vehicle on or after [the Opt-Out Deadline] but before the last day to submit a claim (see Question 20), you have the right to exclude yourself from (opt out of) the class on or before the last day to submit a claim, or within 60 days of purchase/lease, whichever is later. (See Paragraph 6.1 of the Class Action Agreement for additional details.) For more information regarding your right to exclude yourself from the Class Action Agreement, see Question 27.

8. Am I covered by the Class Action Agreement if I leased and then purchased the vehicle that I now own?

Yes, you are a member of the Class. The benefits you will receive depend on when you purchased your vehicle. If you purchased your vehicle before January 10, 2019, you are an Eligible Owner. If you purchased your previously-leased vehicle on or after January 10, 2019, you are an Eligible Lessee. **However, if you are an Eligible Lessee, and if you purchase and then subsequently sell the Eligible Vehicle after January 10, 2019, and before it receives the AEM, you will not receive any benefits under the Class Action Agreement.**

ECODIESEL SETTLEMENT BENEFITS

9. What benefits will be available for Subject Vehicles?

Fiat Chrysler has developed, and the EPA and CARB have approved, a change to the emissions software referred to as the Approved Emissions Modification (“AEM”) that ensures compliance with the emissions standards to which the vehicles were originally certified without reducing advertised performance or average fuel economy. Owners and lessees who still own or lease their vehicles will be entitled to receive the AEM free of charge and an Extended Warranty. In addition to an Approved Emissions Modification, the Class Action Agreement provides for monetary compensation to Class Members that receive an AEM, as described in Question 4.

10. What are my benefits if I leased and then purchased my vehicle?

If you leased your vehicle and then purchased it, your benefits depend on when you bought your vehicle and on whether and when you sold it.

- If you purchased your Eligible Vehicle **after** January 10, 2019 (date of settlement announcement), and still own the vehicle, you are considered an Eligible Lessee. If you continue to own the vehicle when the Approved Emissions Modification is performed you are entitled to a Lessee Payment and an Extended Warranty. If you leased the vehicle as of January 12, 2017, and surrender it at the conclusion of your lease before the Approved Emissions Modification is performed, you are entitled to a Lessee Payment as an Eligible Former Lessee.
- If you purchased your Eligible Vehicle from a lease on or **before** January 10, 2019, you are considered an Eligible Owner. If you continue to own the vehicle when the Approved Emissions Modification is performed, you are entitled to an Owner Payment and an Extended Warranty. If you leased the vehicle as of January 12, 2017, and purchased and then sold or otherwise transferred title of the vehicle before January 10, 2019, you are entitled to a Former Owner Payment.

11. Can I receive benefits if my vehicle is totaled?

If your Eligible Vehicle is or was declared a total loss (“totaled”) and transferred to an insurance company (or otherwise sold to a junkyard, salvage dealer, or the equivalent), your eligibility for benefits under the Class Action Agreement depends on when title of the totaled vehicle is transferred.

If you owned an Eligible Vehicle on or before January 12, 2017, but that vehicle was totaled and transferred to an insurance company (or otherwise sold to a junkyard, salvage dealer, or the equivalent) before the AEM is performed, you can still receive compensation as an Eligible Former Owner (a Former Owner Payment). However, you must submit a complete claim by the applicable deadline (see Questions 5 and 19).

If you acquired an Eligible Vehicle after January 12, 2017, but that vehicle was totaled and transferred to an insurance company (or otherwise sold to a junkyard, salvage dealer, or the equivalent) before the AEM is performed on the vehicle, you are **not** eligible to receive compensation under the Class Action Agreement.

If you leased an Eligible Vehicle on or before January 12, 2017, but that vehicle was totaled and surrendered under the terms of the lease before the AEM is performed, you can still receive compensation as an Eligible Former Lessee. However, you must submit a complete claim by the applicable deadline (see Questions 6 and 20).

If your lease began after January 12, 2017, and your vehicle was totaled and surrendered under the terms of the lease before the AEM is performed, you are **not** eligible to receive compensation under the Class Action Agreement.

12. When do I need to have the repair done?

If you own or lease an Eligible Vehicle, to receive compensation under the Class Action Agreement, you must submit a complete and valid claim by **21 months after the Court's orders granting final approval of the Settlements and complete your AEM by 24 months after the Court's orders granting final approval of the Settlements**. You can continue to drive your vehicle without an Approved Emissions Modification until you schedule an Approved Emissions Modification appointment, but you will not receive payment or an Extended Warranty until the Approved Emissions Modification is performed (unless the vehicle is declared a total loss and transferred to an insurance company or equivalent, and you timely file a complete and valid Claim—see Question 11).

Please note that Eligible Former Owners and Eligible Former Lessees must submit a complete and valid claim within 90 days after final approval of the Class Action Agreement. Under the proposed schedule, this would mean a deadline of August 1, 2019, although the deadline may change depending on when the Court finally approves the Settlements.

Eligible Former Owners and Eligible Former Lessees who do not submit a claim before the 90-day deadline will not receive compensation under the Class Action Agreement.

Please check the Settlement Website (www.EcoDieselSettlement.com) regularly for updates regarding this deadline.

REPAIRING YOUR VEHICLE'S EMISSIONS SYSTEM

13. How and when will the emissions systems from Subject Vehicles be repaired?

The Approved Emissions Modification will be available 15 days after the Court grants final approval of the Settlements. The earliest date the AEM will be available is May 18, 2019. All owners or lessees of Subject Vehicles, including Class Members, will be able to obtain the repair at a Fiat Chrysler Authorized Dealer or, in certain areas, through a Fiat Chrysler service provider. Eligible Class Members will receive the associated Class Member Payment described in Question 4. The specific repairs that will be performed are generally described in Paragraph 23 of the Consent Decree, which is available on the Settlement Website (www.EcoDieselSettlement.com).

Fiat Chrysler will provide a loaner vehicle at no cost to the Eligible Owner/Lessee for any Approved Emissions Modification that is scheduled to take longer than three hours or that is not complete within three hours of the scheduled start of the appointment. Class Members who receive a loaner vehicle under this provision will have 24 hours to return the vehicle from the time Fiat Chrysler notifies them that the AEM is complete.

14. What if I altered my vehicle's emission control system?

If you altered the emission control system in your vehicle, you may still be eligible to receive the AEM and may still be a Class Member eligible for compensation under the Class Action Agreement. However, if the AEM cannot be installed on your vehicle because of alterations to the emission control system or if the alterations are likely to substantially affect the operation of your vehicle with the AEM installed, you may not be eligible for the AEM or compensation under the Class Action Agreement unless you first reverse the alterations, at your own expense (see Paragraph 38.e of the Consent Decree and Paragraph 2.52 of the Class Action Agreement for additional details).

15. What if my vehicle is not operable?

A vehicle must be operable to be considered an Eligible Vehicle. That means the vehicle must be able to be driven under its own engine power and is in reasonable condition such that it can be driven lawfully and safely on public roads (see Paragraph 2.52 of the Class Action Agreement for additional details). If your vehicle is not operable, you must restore it to an operable condition at your own expense for it to be considered an Eligible Vehicle.

16. How will the Approved Emissions Modification affect my vehicle?

The Approved Emissions Modification is intended to ensure that the Subject Vehicles are in compliance with the exhaust emissions standards to which they were originally certified.

Nature of the Approved Emissions Modification. The Approved Emissions Modification (AEM) consists of a software reflash that modifies the calibrations in your vehicle's Engine Control Unit (ECU) and Transmission Control Unit (TCU). There are no hardware changes to your vehicle associated with this AEM. However, your authorized Ram or Jeep dealership may make certain hardware changes to your vehicle or may modify your vehicle in accordance with open recall notices at the same time the AEM is installed. You should ask your authorized dealer about these changes to your vehicle, as they are not part of the AEM described in this document.

Key Vehicle Attributes. This AEM is not expected to change any of your key vehicle attributes, such as reliability, durability, vehicle performance, drivability, engine noise or vibration, or other driving characteristics.

DEF Consumption. The AEM is not expected to change your Diesel Exhaust Fluid (DEF) tank refill interval. If your previous refill rate coincided with your oil change interval, that should not change with this software update. However, you may notice that under certain conditions your vehicle may use slightly more DEF as compared to prior usage.

Fuel Economy. Average fuel economy is not expected to change as a result of this AEM. The AEM may, under sustained low speed driving (e.g., under 21 mph) with frequent stops, decrease your fuel economy or, under sustained high speed driving conditions, increase or decrease your fuel economy. As with all vehicles, however, several factors can affect your actual fuel economy such as: how and where you drive, vehicle condition, maintenance and age, fuel variations, and vehicle variations.

This information will be made available online through the Settlement Website (www.EcoDieselSettlement.com). Online access will be provided for a minimum of ten years after the Consent Decree is entered.

<p>17. What is included in the Approved Emissions Modification Extended Warranty?</p>
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The “Approved Emissions Modification Extended Warranty” is a warranty that will apply to all vehicles that receive an Approved Emissions Modification. It will cover the cost of all parts and labor needed to repair the items listed in Appendix E of the Consent Decree, which are also listed here:

- Catalysts: Diesel Oxidation Catalyst / Diesel Particulate Filter (DPF) Assembly; Selective Catalytic Reduction (SCR) Catalyst
- Diesel Exhaust Fluid (DEF) System: DEF Injector; DEF Injector Controller; DEF Storage Tank; DEF Delivery Lines; DEF Concentration Sensor (2016 Model Year Ram 1500 and Jeep Grand Cherokee only); DEF Supply Module, Pump, & Temperature Sensor Unit
- Parts of the Fuel System: Low Pressure Fuel Pump Module & Level Unit; Fuel Injectors; Fuel Rail; High Pressure Fuel Line; High Pressure Injection Pump & Regulator Unit
- Parts of the Exhaust Gas Recirculation (EGR) System: EGR Cooler Tubes; EGR Cooler; EGR Valve; EGR Temperature Sensor; EGR Cooler bypass actuator
- Other Sensors That Are Covered: Oxygen Sensors; NOx Sensors; Intake Manifold Pressure Sensor; Engine Coolant Temperature Sensor; Fuel/Water Separator Sensor; Intake Swirl Actuator Sensor; Engine Camshaft Position Sensor; Engine Crankshaft Position Sensor; Particulate Matter Sensor; Mass Airflow Sensor; Boost Pressure Sensor; Crankcase Pressure Sensor; Exhaust Manifold Pressure Sensor; Throttle Valve; Exhaust Temperature Sensor; DPF Differential Pressure Sensor
- Engine Control Module (Computer)
- Transmission Control Module (Computer/Valve Body & Solenoids)
- Throttle Valve
- Cylinder Head Assembly, including Valves, Springs, Valve Spring Keepers, Valve Seats, Cam Bearing Caps, and Manifold Studs (Camshaft and other components of the assembly are not covered)
- Engine Thermostat/housing/gasket

- The turbocharger system including all related hoses and pipes, all sensors and actuators
- Additionally, the Extended Warranty shall cover the cost of any OBD Diagnostic Scan for malfunctions that trigger the OBD Malfunction Indicator Light (MIL), regardless of whether the malfunction is attributable to a part that is covered under the Extended Warranty.

The Approved Emissions Modification Extended Warranty will extend to all parts and labor related to the covered components.

The Approved Emissions Modification Extended Warranty will not void any outstanding warranty. If there is a conflict between the Extended Warranty and any outstanding warranty, that conflict will be resolved to your benefit. The warranty term is the greater of (i) 10 years from the date of initial sale or 120,000 actual miles on the vehicle odometer, whichever comes first; and (ii) 4 years or 48,000 miles from the date and mileage of installing the Approved Emissions Modification on the vehicle, whichever comes first. In no event shall the Extended Warranty apply to or provide any coverage for Eligible Vehicles after May 1, 2029. In the event that an Eligible Vehicle that has received the Approved Emissions Modification is resold, the remaining Extended Warranty Period, if any, is transferable to subsequent purchasers and shall continue through the date or mileage determined in this Paragraph for the benefit of such subsequent purchasers.

The Extended Warranty also provides buyback protections to any Eligible Owner or Eligible Lessee of an Eligible Vehicle that receives the AEM in the event that, during the 18 months or 18,000 miles (whichever comes first) following the completion of the AEM (the "Remedy Period"), Fiat Chrysler fails to repair or remedy a confirmed failure or malfunction covered by the Extended Warranty and associated with the AEM (a "Warrantable Failure") after the Eligible Owner or Eligible Lessee physically presents the Eligible Vehicle to a Fiat Chrysler Authorized Dealer for repair of the Warrantable Failure; and (1) the Warrantable Failure is unable to be remedied after making four separate service visits to the same Fiat Chrysler Authorized Dealer for the same Warrantable Failure during the Remedy Period; or (2) the Eligible Vehicle with the Warrantable Failure is out-of-service due to the Warrantable Failure for a cumulative total of thirty (30) days during the Remedy Period, not including any days when the Dealer returns or otherwise tenders the Eligible Vehicle to the customer while the Fiat Chrysler Authorized Dealer awaits necessary parts and such vehicle remains Operable.

Additional detail regarding the Extended Warranty can be found in Paragraph 45 and Appendix E of the Consent Decree.

HOW TO GET BENEFITS – SUBMITTING CLAIMS FOR ELIGIBLE VEHICLES

18. How do I claim Class Action Agreement benefits?

To claim Class Action Agreement benefits, you will need to submit a claim online or by mail. You can obtain and print forms for mail submissions on the Settlement Website or request them by mail by calling 1-833-280-4748. Online claims submissions are likely to be processed most quickly.

Submit claims Online: www.EcoDieselSettlement.com.

Submit claims via Mail: EcoDiesel Settlement Claims
PO Box 2960
Farmington Hills, MI 48333-2960

19. When can I submit a claim?

The Claims Period begins on the date the Court grants final approval of the Settlements. The earliest date this could occur is May 3, 2019. While FCA may not review Claims Forms and supporting documentation until the Claims Period begins, you will be able to start your claim before the Claims Period begins and you can take steps now to stay updated on the claims process. Please check the Settlement Website (www.EcoDieselSettlement.com) for updates.

You should visit the Settlement Website (www.EcoDieselSettlement.com) or call 1-833-280-4748 as soon as possible to sign up for e-mail updates about the Class Action Agreement, including notification of when Claims Forms will be available. **Signing up for e-mail updates on the Settlement Website is not submission of a claim, and you should check the Settlement Website (www.EcoDieselSettlement.com) regularly, even after you sign up for e-mail updates.**

20. What is the deadline to submit a claim?

The deadline for you to submit a claim depends on whether you are (i) an Eligible Owner or Eligible Lessee or (ii) an Eligible Former Owner or Eligible Former Lessee.

If you are an Eligible Former Owner or Eligible Former Lessee, to receive benefits under the Class Action Agreement, you must submit a complete and valid claim within 90 days of the Court's final orders approving the Settlements. Under the proposed schedule, this would mean a deadline of August 1, 2019, although the deadline may change depending on when the Court finally approves the Settlements.

However, if you become an Eligible Former Owner or Eligible Former Lessee because your Eligible Vehicle is transferred to a third party after January 10, 2019, as a result of a total loss, but before the AEM is performed, your deadline to submit a complete and valid claim is the later of (1) 90 days from the Court's orders granting final approval of the Settlements, or (2) 60 days after title is transferred (for Eligible Former Owners), or 60 days after surrendering the leased vehicle under the terms of the lease (for Eligible Former Lessees). In no event, however, will the deadline extend beyond 21 months from the Court's orders granting final approval of the Settlements.

The deadline for Eligible Former Lessees whose leases began on or before January 12, 2017, and who terminate their leases before receiving the AEM is also the later of (1) 90 days from the Court's orders granting final approval of the Settlements, or (2) 60 days after surrendering the leased vehicle under the terms of the lease, but in no event later than 21 months from the Court's orders granting final approval of the Settlements.

All other Class Members must submit a complete and valid claim by 21 months from the Court's orders granting final approval of the Settlements. You will need to complete any Approved Emissions Modification by the time the Class Action Agreement claim program ends, which is 24 months from the Court's orders granting final approval of the Settlements. To ensure that you have adequate time to

schedule and complete your Approved Emissions Modification, you should not wait until the 21-month deadline approaches to submit your claim or schedule your Approved Emissions Modification.

Class Members who do not submit a claim by the applicable deadline will not receive settlement compensation.

21. What supporting documents do I need to submit a claim?

To start your claim, go to the Settlement Website (www.EcoDieselSettlement.com) and navigate to the Online Claims Portal, where you will be asked for your VIN (Vehicle Identification Number) and other information required to create a claim. You will be required to submit supporting documentation to complete your claim, which may include:

- Current vehicle registration (if applicable);
- Your driver's license or other government-issued identification;
- Dates you owned or leased the Eligible Vehicle; and
- Sufficient proof of current or former ownership or lease (as applicable).

22. When and how will I receive my payment?

The earliest possible time for payments to begin is approximately six weeks from the Court's orders granting final approval of the Class Action Agreement. If the Court grants final approval of the Class Action Agreement, Defendants will pay eligible claims on a rolling basis as they are received and approved and offers are accepted by Class Members. The claims program will begin when the Court grants final approval of the Class Action Agreement and will not wait until appeals, if any, are resolved before providing benefits.

Once your claim is submitted, including all required documentation, you will be notified whether your claim is complete. If your claim is deficient, you will receive instructions concerning how to resolve any deficiency. Once your claim and documents are complete and you are determined to be eligible, you will receive an offer letter and release form that you must sign, notarize, and return. Once the offer package is accepted, you will be able to schedule your Approved Emissions Modification at a Fiat Chrysler Authorized Dealer (for Eligible Owners and Eligible Lessees), or your payment will be processed (for Eligible Former Owners and Eligible Former Lessees). **For Eligible Owners and Eligible Lessees, payments will be processed only after the Approved Emissions Modification is performed.**

In general, Eligible Owners and Eligible Lessees should complete a claim before scheduling an appointment for an Approved Emissions Modification. However, an Eligible Owner or Eligible Lessee who receives an Approved Emissions Modification prior to submitting a claim will still be eligible for compensation if the Eligible Owner or Eligible Lessee later submits a valid claim within 21 months of the Court's orders granting final approval of the Settlements.

If you are an Eligible Owner, and you complete a valid claim within the first 90 days after the Court grants final approval of the Settlements, you may choose to either (i) receive an initial payment of \$2,460, and an additional, later payment of \$615 if no Eligible Former Owner or Eligible Former Lessee submits a valid claim for compensation related to your vehicle within 90 days after the Court grants final approval of the Settlements, or (ii) choose to receive a single lump-sum payment after 90 days from the date the Court grants final approval of the Settlements, which will be \$2,460 if an Eligible Former Owner or Eligible Former Lessee has made a valid claim for your vehicle, or \$3,075 if no Eligible Former Owner or Eligible Former Lessee has made a valid claim for your vehicle. If you have any questions about your payment options, please call 1-833-280-4748.

UNDERSTANDING THE CLASS ACTION PROCESS

23. Why did I receive Notice of the Settlements?

You received a Notice because you may be a member of the Class. The Court authorized this Notice because Class Members have a right to know about the proposed Class Action Agreement and to understand all of their options before the Court decides whether or not to approve the Class Action Agreement. This Notice summarizes the Class Action Agreement and explains Class Members' legal rights and options, as well as the relief provided by the Consent Decree.

24. What is a class action?

A class action is a representative lawsuit. One or more plaintiffs (who are also called "class representatives") sue on behalf of themselves and all other people with similar claims who are not named in the lawsuit but are described in the class definition and are called "Class Members." When a class action is settled, the Court resolves the issues in the lawsuit for all Class Members, except for those who leave (opt out of) the class. Opting out means that you will not receive benefits under the Class Action Agreement. The opt-out process is described in Question 27 of this Notice.

25. What am I giving up in exchange for receiving the Class Action Agreement benefits?

If the Court approves the Class Action Agreement and you do not opt out, you will be eligible for the monetary benefits described above. In exchange, you will waive your right to sue the Defendants and related parties for the claims being resolved by this Class Action Agreement.

This Class Action Agreement **does not** provide compensation for any individuals or entities who are not members of the Class (see Question 2) and does not affect any legal claims related to claims for personal injury or wrongful death.

The Class Action Agreement contains the complete text and details of what rights Class Members waive unless they exclude themselves from the Class Action Agreement, so please read it carefully. In particular, please refer to Section 9 of that document. The Class Action Agreement is available on the Settlement Website (www.EcoDieselSettlement.com). If you have any questions, you may talk to the class counsel listed in Question 30 for free, or you may talk to your own lawyer.

26. Am I releasing any personal injury or wrongful death claims if I participate in the Class Action Agreement?

No. The Class Action Agreement does not affect or release any personal injury or wrongful death claims you may have, now or in the future.

27. How do I get out of the Class Action Agreement?

If you do not want to receive the benefits provided by the Class Action Agreement, and you want to retain the right to sue the Defendants separately about the legal issues in this case, then you must take steps to remove yourself from the Class. You may do this by asking to be excluded from—sometimes referred to as "opting out of"—the Class. To do so, you must send a letter or other written document to the Claims Administrator. Your request must include:

- Your name, address, and telephone number;
- The VIN of your vehicle;

- A statement that “I wish to exclude myself from the Class in *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777,” or substantially similar clear and unambiguous language;
- A statement as to whether you own, lease, owned, or leased an Eligible Vehicle and the dates of ownership or lease;
- If you no longer own or lease your vehicle, evidence that the vehicle was sold or that the lease expired or was terminated; and
- Your personal signature (electronic signatures, including Docusign, are invalid and will not be considered personal signatures).

You must either (i) mail your signed written request to **EcoDiesel Settlement Opt-Out, P.O. Box 58339, 1500 John F Kennedy Blvd, Suite C31, Philadelphia, PA 19102** or (ii) e-mail a complete and legible scanned copy or photograph of your signed written request to OptOut@EcoDieselSettlementAdmin.com. Your signed written request must be sent (postmarked or e-mailed) by **[the Opt-Out Deadline]**, except that if you purchased or leased your Eligible Vehicle on or after **[the Opt-Out Deadline]** but before the last day to submit a claim, your signed written request must be sent (postmarked or e-mailed) by the last day to submit a claim or 60 days from the date of purchase or lease, whichever is later. (See Question 20 and Paragraph 6.1 of the Class Action Agreement for additional details.)

The Parties will make reasonable efforts to promptly identify opt-out requests that are unreadable and to notify those individuals before the Opt-Out Deadline, if possible.

28. If I stay in this Class Action Agreement, can I sue these Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the Defendants for all of the claims that this Class Action Agreement resolves.

29. If I exclude myself, can I still get full benefits from the Class Action Agreement?

No. If you exclude yourself, you will not get any of the monetary benefits provided by the Class Action Agreement. Under the Consent Decree, you would still be able to obtain an Approved Emissions Modification and Extended Warranty free of charge.

30. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent all Class Members as “Class Counsel.” You will not be charged for contacting these lawyers. **Please contact them at EcoDieselClassCounsel@lchb.com or 1-888-315-6096.** They are:

<p>Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111</p> <p>Roland K. Tellis BARON & BUDD, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436</p>	<p>W. Daniel Miles, III BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES P.C. 218 Commerce Street Montgomery, AL 36104</p> <p>David S. Casey, Jr. CASEY GERRY SCHENK FRANCAVILLA BLATT & PENFIELD LLP 110 Laurel Street San Diego, CA 92101-1486</p>
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<p>Lesley E. Weaver BLEICHMAR FONTI & AULD, LLP 555 12th Street, Suite 1600 Oakland, CA 94607</p> <p>Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1301 2nd Avenue, Suite 2000 Seattle, WA 98101</p> <p>Joseph F. Rice MOTLEY RICE, LLC 28 Bridgeside Boulevard Mount Pleasant, SC 29464</p>	<p>Lynn Lincoln Sarko KELLER ROHRBACK L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101</p> <p>Rachel L. Jensen ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 98101</p> <p>Stacey P. Slaughter ROBINS KAPLAN LLP 800 LaSalle Avenue, Suite 2800 Minneapolis, MN 55402</p>
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31. How will the lawyers and Settlement Class Representatives be paid? And how much?

Any attorneys' fees and costs awarded to Class Counsel by the Court will be paid separately by Defendants in addition to the Class benefits, and will not reduce benefits to Class Members.

Defendants will pay reasonable attorneys' fees and costs to Class Counsel approved by the Court in addition to the benefits provided to the Class Members in the Class Action Agreement. Class Counsel will ask the Court to award \$59 million in attorneys' fees and \$7 million in costs in a document to be filed on **[Fee Motion Deadline]**. In that same document, Class Counsel will ask the Court to award each of the 60 proposed Settlement Class Representatives a \$5,000 "service award" for their work in this litigation. That document will be available on the Settlement Website shortly after it is filed with the Court, and will describe the methodology and rationale behind Class Counsel's request. Class Members will have an opportunity to comment on and/or object to this request, as explained further in Question 32. The Court must approve these attorneys' fees and costs and service awards before they are paid by Defendants.

Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If you choose to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, subject to your agreement with your personally-retained attorneys. No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform work in connection with this Action will receive fees or expenses from Defendants under this Class Action Agreement or any fee-shifting statute.

32. How do I tell the Court if I do not like the Class Action Agreement?

If you do not exclude yourself from the Class Action Agreement, you may object to it. The Court will consider your views. **Even if you make an objection, you must also submit a claim in order to get cash compensation under the Class Action Settlement.**

To comment on or to object to the Class Action Agreement or Class Counsel's request for attorneys' fees and costs, you or your attorney must submit your written objection to the Court, including the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Class Action Agreement in *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777 (N.D. Cal.);

- A statement that you have reviewed the Class definition and have not opted out of the Class;
- The reasons you object to the Class Action Agreement or Class Counsel's request for attorneys' fees and costs, along with any supporting materials;
- The VIN of your Eligible Vehicle and the dates you owned or leased the Eligible Vehicle; and
- Your signature and date.

In addition, if you wish to speak at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (see Question 36 below).

You must mail your objection to the addresses below, postmarked by **[the Opt-Out Deadline]**:

COURT	CLASS COUNSEL	FIAT CHRYSLER DEFENDANTS	BOSCH DEFENDANTS
Clerk of the Court/Judge Edward Chen Phillip Burton Federal Building & United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102	Elizabeth Cabraser Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111	Robert J. Giuffra, Jr. Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004	Matthew D. Slater Cleary Gottlieb Steen & Hamilton LLP 2112 Pennsylvania Avenue NW Washington, DC 20037

33. What is the difference between objecting to the Class Action Agreement and opting out?

If you opt out of the Class, you cannot object to the Class Action Agreement. Opting out is telling the Court that you do not want to be part of the Class Action Agreement, and you do not want to receive any Class Action Agreement benefits. If you opt out, you have no basis to object to the Class Action Agreement by telling the Court you do not like something about it, because the Class Action Agreement no longer affects you. If you opt out, you retain your right to sue Defendants, but you give up your right to obtain monetary compensation under the Class Action Agreement. If you opt out, you may still receive the Approved Emissions Modification and Extended Warranty.

If you object to the Class Action Agreement, you are expressing your views about the Class Action Agreement but remain a member of the Class (if you are otherwise eligible). **If you make an objection, you must still submit a claim in order to get cash compensation under the Class Action Settlement.**

34. When and where will the Court decide whether to approve the Class Action Agreement?

The Court will hold the Fairness Hearing on **May 3, 2019, at 10:00 a.m.**, at the United States District Court for the Northern District of California, located at the United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website (www.EcoDieselSettlement.com) or call 1-833-280-4748.

At this hearing, the Court will hear evidence about whether the Class Action Agreement and Class Counsel's request for attorneys' fees and costs is fair, reasonable, and adequate. If there are objections,

the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Class Action Agreement and Class Counsel's request for attorneys' fees and costs. We do not know how long it will take for the Court to reach its decisions.

35. Do I have to attend the hearing?

No. Class Counsel and lawyers representing the Defendants will answer questions the Court may have. You are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You also may have your own lawyer attend the hearing at your expense, but it is not necessary.

36. May I speak at the hearing?

If you do attend the Fairness Hearing, you may ask the Court for permission to speak. To do so, you must first send a letter stating that it is your "Notice of Intention to Appear in *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777 (N.D. Cal.)." Be sure to include your name, address, telephone number, and signature. Your notice of intention to appear must be postmarked by **[Date to be set by the Court]** and sent to the addresses listed in Question 32. The Court will determine whether to grant you permission to speak.

37. How do I get more information?

This Notice summarizes the proposed Class Action Agreement. More details are in the Class Action Agreement and the proposed Consent Decree. You can get copies of all of these documents on the Settlement Website (www.EcoDieselSettlement.com). You also may call 1-833-280-4748 for additional information or send questions via e-mail to Info@EcoDieselSettlementAdmin.com or via regular mail to EcoDiesel Settlement Claims, PO Box 2960, Farmington Hills, MI 48333-2960.

You can access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, between 9:00 am and 4:00 pm, Monday through Friday, excluding Court holidays.