

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
NOTICE OF PROPOSED CLASS SETTLEMENT

A proposed class action settlement may affect your rights and entitle you to certain benefits if you purchased or leased in the United States a Model Year 2018-2020 Jeep Wrangler or 2020 Jeep Gladiator.

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

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

Visite www.cptgroupcaseinfo.com/FCAUSSettlement para obtener una copia de este aviso en español.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM ONLINE FOR REPAIRS YOU PAID FOR	If you paid to have the front suspension steering damper replaced in your Class Vehicle, you can submit a claim for reimbursement at www.fcarecallreimbursement.com . The claim process is simple and should only take a few minutes to complete.
DO NOTHING	If you do nothing, you will be included in the Settlement and will automatically receive the benefits of the Warranty Extension.
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not be eligible for the Warranty Extension or for the reimbursement of any payment you may have made to replace the front suspension steering damper. This is the only option that allows you to file your own lawsuit against FCA US related to the front suspension steering damper. The deadline to submit a request for exclusion is March 10, 2023.
OBJECT	To object to the Settlement, you must remain a Class Member in this lawsuit. You cannot ask to be excluded. You may object to the Settlement by writing to Class Counsel (identified on page 6) and indicating why you do not like the Settlement. The deadline to object is March 10, 2023.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

For more information call the Settlement Administrator at 1-888-318-0175

- These rights and options--and the deadlines to exercise them--are explained in this notice.
- The Court in charge of this case must still decide whether to approve the Settlement. The Warranty Extension will be provided and reimbursements issued if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... 3

1. Why did I get this notice package?..... 3

2. What is this lawsuit about?..... 3

3. Why is this a class action?..... 3

4. Why is there a settlement?..... 3

WHO IS IN THE SETTLEMENT? 3

5. How do I know if I am part of the Settlement? 3

6. Which vehicles are included?..... 4

7. Am I included if I bought or leased a Class Vehicle that has not had problems? 4

8. I am still not sure if I'm included. 4

SETTLEMENT BENEFITS – WHAT YOU GET 4

9. What does the Settlement provide? 4

HOW YOU GET A REIMBURSEMENT 4

10. How do I make a Claim?..... 4

11. What am I giving up by staying in the Class? 5

EXCLUDING YOURSELF FROM THE SETTLEMENT 5

12. How do I get out of the Settlement? 5

13. If I don't exclude myself, can I sue for the same thing later? 5

14. If I exclude myself, can I get the benefits of this Settlement?..... 6

THE LAWYERS REPRESENTING YOU..... 6

15. Do I have a lawyer in this case? 6

16. How will the lawyers be paid, and will the Class Representatives receive service payments? 6

OBJECTING TO THE SETTLEMENT 6

17. How do I object to the Settlement? 6

18. What is the difference between objecting and excluding? 7

THE COURT'S FAIRNESS HEARING 7

19. When and where will the Court decide whether to approve the Settlement?..... 7

20. Do I have to come to the Fairness Hearing?..... 7

21. May I speak at the Fairness Hearing?..... 7

IF YOU DO NOTHING 7

22. What happens if I do nothing at all?..... 7

GETTING MORE INFORMATION..... 8

23. Are there more details about the Settlement?..... 8

24. How do I get more information? 8

ADDRESSES YOU MAY NEED..... 8

For more information call the Settlement Administrator at 1-888-318-0175

BASIC INFORMATION

1. Why did I get this notice package?

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

2. What is this lawsuit about?

The people who filed this lawsuit are called Plaintiffs. The company they sued, FCA US, is called the Defendant. The Plaintiffs allege that the Class Vehicles suffer from a defect that causes the steering wheel and front suspension to shake after contact with a bumpy road surface at highway speeds. FCA US has not been found liable for any of the claims alleged in this action, and FCA US denies the Class Vehicles are defective. The Court has not decided who is right.

3. Why is this a class action?

In a class action lawsuit, one or more persons, called “Class Representatives” (in this case Clair Reynolds, Monica Martirano, William Martin Powers, Trina Hancock, Melinda Martinez, and Brady Laing) sue on behalf of people who may have similar claims. These individuals, and those who are similarly situated, are collectively known as the “Class” or “Class Members.” One court resolves the issues for all Class Members, except those who exclude themselves from the Class. The Court in charge of this case is the United States District Court for the Eastern District of Michigan, and the case is known as *Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (E.D. Mich.). District Court Judge Mark A. Goldsmith is presiding over this class action.

4. Why is there a settlement?

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

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

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits and addenda set forth the rights and obligations of all the Parties in greater detail. These documents are all available for review at www.cptgroupcaseinfo.com/FCAUSSettlement. ***If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.***

WHO IS IN THE SETTLEMENT?

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

Judge Goldsmith certified a Class comprised of:

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

The Class excludes FCA US; any affiliate, parent, or subsidiary of FCA US; any entity in which FCA US has a controlling interest; any officer, director, or employee of FCA US; any successor or assign of FCA US; any judge to whom this Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; individuals and/or entities who validly and timely opt-out of the Settlement; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (i.e., salvage) (subject to verification through Carfax or other means); and current or former owners of a Class Vehicle that previously released their claims against FCA US with respect to the same issues raised in this class action.

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

6. Which vehicles are included?

The “Class Vehicles,” for the purposes of the description in Question 5 above, are the following vehicles: model-year 2018-2020 Jeep Wranglers and 2020 Jeep Gladiators purchased or leased in the United States.

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

Yes. You are still a Class Member even if your vehicle has not experienced any problem with its front suspension steering damper. If you still own or lease a Class Vehicle, you will be eligible to take advantage of a Warranty Extension covering the front suspension steering damper for a period of up to 8 years or 90,000 miles (whichever occurs first) from the date the vehicle was first sold to its original owner or lessee, as well as certain other benefits of the Settlement.

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

If you are still not sure whether you are included, you can ask for free help. You can visit the settlement website at www.cptgroupcaseinfo.com/FCAUSSettlement. You can also call 1-888-318-0175 and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number (“VIN”) ready. The VIN is located on a placard on the top of the dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and probably appears on your vehicle insurance card. Your VIN should have 17 characters, comprised of a combination of letters and numbers.

SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the Settlement provide?

The Settlement provides the following benefits:

1. Warranty Extension

FCA US will provide a Warranty Extension for the Class Vehicles covering a period of up to 8 years or 90,000 miles (whichever occurs first) from the date the vehicle was first sold to its original owner or lessee. The Warranty Extension will cover the cost of all parts and labor needed to replace a failed front suspension steering damper. Except for the durational limits applicable to the front suspension steering damper, the terms, conditions, and exclusions of the Basic Limited Warranty and the Powertrain Limited Warranty applicable to the Class Vehicles shall apply.

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

2. Product Improvements

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

3. Reimbursement for Repairs

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

HOW YOU GET A REIMBURSEMENT

10. How do I make a Claim?

1. Reimbursement for Repairs

Please visit www.fcarecallreimbursement.com to submit a claim for reimbursement of the amount paid for a repair relating to the front suspension steering damper in your Class Vehicle. The claim process is simple and should take most Class Members no longer than a few minutes to complete.

Please keep a copy of all documentation you submit for your own records.

Claimants previously reimbursed in full or in part for a qualifying expense (e.g., through an FCA US or dealership goodwill payment) are not entitled to reimbursement under this Settlement for that portion of the expense for which they have already been reimbursed.

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

Unless you exclude yourself in writing as described in the answer to Question 14, you will be treated as part of the Class. That means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against FCA US or other related entities or individuals (listed in the Settlement Agreement, which you can view at www.cptgroupcaseinfo.com/FCAUSSettlement) about the legal issues in *this* case. This includes but is not limited to claims of false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence. It also means that all of the Court's orders will apply to you and legally bind you.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) death, (ii) personal injury, (iii) damage to property other than to a Class Vehicle, (iv) subrogation, or (v) any and all claims that relate to something other than a Class Vehicle and the front suspension steering damper at issue in this case. If you have any questions about the scope of the legal claims you give up by staying in the Class, you may view Section VII of the Settlement Agreement (available at www.cptgroupcaseinfo.com/FCAUSSettlement) or you can contact Class Counsel identified in Question 15 below for free or speak with your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

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

To exclude yourself from the Settlement, you must send a letter by U.S. Mail (or an express mail carrier) saying that you want to "opt-out of" or "be excluded from" the Class Settlement in *Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (E.D. Mich.). Be sure to: (i) include your full name and current address, (ii) identify the model year, approximate date(s) of purchase or lease, and Vehicle Identification Number ("VIN") of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and (iii) clearly state your desire to be excluded from the Settlement and from the Class. You must mail your exclusion request postmarked no later than March 10, 2023, to Reynolds, et al. v. FCA US LLC, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606.

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

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

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

No. Unless you exclude yourself (opting out), you give up the right to sue FCA US and other related entities or individuals for the claims that this Settlement resolves. For a complete description of the claims that this Settlement resolves, please see Section VII of the Settlement Agreement, available at www.cptgroupcaseinfo.com/FCAUSSettlement.

If you have a pending lawsuit against FCA US or related entities, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it concerns the same legal issues related to the Class Vehicles and the alleged defect in this case, even if it involves other causes of action, including but not limited to false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence. Remember, the exclusion deadline is March 10, 2023.

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

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

No. If you exclude yourself, you cannot ask for any reimbursement, and you will not receive an extended warranty for your vehicle. But you may sue, continue to sue, or be part of a different lawsuit against FCA US and other related entities or individuals for the claims that this Settlement resolves.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed Simon Paris of Saltz Mongeluzzi & Bendesky, P.C. and E. Powell Miller of the Miller Law Firm P.C. to represent you and other Class Members. Together these lawyers are called Co-Lead Class Counsel.

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

Simon Paris
SALTZ MONGELUZZI & BENDESKY P.C.
120 Gibraltar Road, Suite 218
Horsham, PA 19044
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PLEASE DO NOT SEND CLAIMS FOR REIMBURSEMENT TO THE ABOVE ATTORNEYS.

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

At a later date, Class Counsel will ask the Court for attorneys' fees, expenses, and service payments to each of the named Class Representatives. It will be up to the Court to decide whether to award any of the requested fees, expenses, and service payments. The Court may award less than the amounts requested by Class Counsel. FCA US will separately pay the fees and expenses and service payments that the Court awards. These amounts will not come out of the funds for payments to Class Members. Class Counsel will not seek more than \$3,950,000 in fees and expenses or a service award of more than \$4,000 for each named Class Representative. Class Counsel will file their motion for attorneys' fees and expenses by April 5, 2023. You may continue to check on the progress of Class Counsel's request for attorneys' fees, expense reimbursement, and service awards by visiting the settlement website www.cptgroupcaseinfo.com/FCAUSSettlement.

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

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

Any Class Member who has not successfully excluded themselves from the Class may object to the approval of the Settlement, to any aspect of the Settlement or the Settlement Agreement, to the application for attorneys' fees and costs, and/or to the application for a Class Representative Award to Plaintiffs. To object, you must properly file any objection in the Action with the Clerk of Court of the United States District Court for the Eastern District of Michigan on or before March 10, 2023, and must mail or hand-deliver a copy of the objection to Class Counsel and Counsel for FCA US at the addresses set forth below by that same date. To be timely, objections that are mailed must be postmarked by March 10, 2023, and objections that are hand-delivered must be received by the Court, Class Counsel, and Counsel for FCA US by March 10, 2023.

Your objection letter must include:

1. the name and title of the lawsuit, *Clair Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (E.D. Mich.);
2. a detailed written statement of each objection being made, including the specific reasons for each objection, and any evidence or legal authority to support each objection;
3. your full name, address, and telephone number;
4. the model year and VIN of your Class Vehicle;
5. a statement of whether you or your lawyer will ask to appear at the Fairness Hearing to talk about your objection;
6. any supporting papers, materials, exhibits, or briefs that you want the Court to consider when reviewing the objection;
7. the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection;
8. a list of any other objections submitted by you or any of your counsel, to any class action settlements submitted in any court in the United States in the previous five years; and

For more information call the Settlement Administrator at 1-888-318-0175

9. your signature and that of your attorney, if you have one, and the date of the objection.

Submitting an objection allows Class Counsel or Counsel for FCA US to notice your deposition and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for such a deposition or to comply with expedited discovery requests may result in the Court striking your objection or denying you the opportunity to be heard. The Court may require you or your counsel to pay the costs of any such discovery should the Court determine the objection is frivolous or made for an improper purpose.

If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Final Approval Hearing.

18. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at 11:00 a.m. on April 19, 2023, at the U.S. District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, MI 48226. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide whether and/or how much to pay Class Counsel and whether to approve the Class Representatives' service awards. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

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

20. Do I have to come to the Fairness Hearing?

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

21. May I speak at the Fairness Hearing?

You may ask the Court's permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Clair Reynolds, et al. v. FCA US, LLC*, No. 2:19-cv-11745 (E.D. Mich.))" or state in your objections that you intend to appear at the hearing. Be sure to include your name, address, telephone number, the model year and VIN for your Class Vehicle(s), and signature, as well as the identities of any attorneys who will represent you. Your Notice of Intention to Appear must be postmarked no later than March 10, 2023, and be sent to Class Counsel and Counsel for FCA US, whose addresses are provided below.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will remain a Class Member and be entitled to the benefits of the Warranty Extension (if you continue to own or lease your Class Vehicle), and you will be entitled to file claims for the reimbursement of any payment you made to replace the front suspension steering damper. But you will never be able to file a lawsuit, continue a lawsuit, or be part of any other lawsuit against FCA US or other related entities or individuals concerning the legal issues in this case.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which you can view at www.cptgroupcaseinfo.com/FCAUSSettlement.

Neither FCA US, Class Counsel, or the Class Representatives make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

24. How do I get more information?

You can call the Settlement Administrator at 1-888-318-0175 or write to them at or visit www.cptgroupcaseinfo.com/FCAUSSettlement, where you will find information and documents about the Settlement and other information. You may also contact Class Counsel listed in response to Question 15.

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

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

ADDRESSES YOU MAY NEED

Class Counsel

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Dennis A. Lienhardt
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Settlement Administrator:

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