

SETTLEMENT AGREEMENT

Subject to the Court’s approval, this Class Action Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O’Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc. (“Plaintiffs” or “Class Representatives”) and Defendant FCA US LLC (“FCA US” or “Defendant”).

I. RECITALS

WHEREAS, Plaintiffs filed this class action alleging that certain Dodge Ram vehicles were equipped with defective EGR coolers;

WHEREAS, this case is styled as *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich., filed August 27, 2020);

WHEREAS, on December 2, 2020, Plaintiffs filed an Amended Class Action Complaint and Demand for Jury Trial (ECF No. 19);

WHEREAS, on January 11, 2021, Plaintiffs filed a Consolidated Class Action Complaint and Demand for Jury Trial (ECF No. 22);

WHEREAS, following the filing of the Consolidated Class Action Complaint, counsel for the Parties engaged in briefing on FCA US’s Motion to Dismiss (ECF No. 25);

WHEREAS, on August 13, 2021, the Court issued its Opinion and Order Granting in Part and Denying in Part FCA US’s Motion to Dismiss (ECF No. 35);

WHEREAS, following the Court’s ruling, the Parties engaged in extensive fact discovery;

WHEREAS, on April 17, 2023, the Court granted FCA US leave to file two summary judgment motions and stayed the remaining case deadlines pending the ruling on the first motion for summary judgment (ECF No. 67);

WHEREAS, on May 26, 2023, FCA US filed its Motion for Summary Judgment for Claims of Plaintiffs Who Experienced No Fire in Their Vehicles (ECF No. 71), Plaintiffs filed their opposition on July 17, 2023 (ECF No. 78), and FCA US filed its reply on August 21, 2023 (ECF No. 84);

WHEREAS, on December 13, 2023, the Court held an oral argument on FCA US's summary judgment motion;

WHEREAS, on March 4, 2024, the Court issued its Opinion and Order Granting in Part and Denying in Part FCA US's Motion for Summary Judgment (ECF No. 92);

WHEREAS, the Parties engaged in formal mediation discussions with the assistance of mediator Tom McNeill on July 18, 2024 and December 3, 2024, as well as numerous mediation discussions in early 2025;

WHEREAS, after carefully considering the facts and applicable law and the risks, expense, and uncertainty of continued litigation, and after having engaged in extensive negotiations, the Parties agree that it is in their mutual best interests to resolve the claims in this Action on fair, reasonable, and adequate terms as set forth in this Settlement Agreement;

WHEREAS, the Parties agree that neither this Settlement Agreement nor the underlying settlement will constitute or be construed as any admission of liability or wrongdoing on the part of FCA US, which FCA US expressly denies;

WHEREAS, the Parties are entering into this Settlement Agreement to avoid the risks, burdens, and expense of continued litigation;

WHEREAS, Plaintiffs and Defendant have independently determined that it is desirable and beneficial for the Action to be fully and finally resolved in the manner and upon the terms and conditions set forth in this Settlement Agreement;

WHEREAS, on or about March 18, 2025, the Parties reached an agreement in principle on terms and conditions of settlement;

WHEREAS, the Parties, by and through their respective undersigned counsel, have agreed to this Settlement Agreement on the terms and conditions set forth below.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and the other Class Members) and FCA US, by and through their counsel, that, subject to the approval of the Court, the Action and the Released Claims will be compromised and settled, and have judgment entered on the terms and conditions set forth below.

II. DEFINITIONS

Whenever the following capitalized terms are used in this Settlement Agreement and in the attached Exhibits (in addition to any definitions provided elsewhere in this Settlement Agreement), they will have the following meanings:

2.1 “Action” means the lawsuit captioned under *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich.).

2.2 “Administration Expenses” means the cost of the notice program relating to this Settlement Agreement and the costs of administering and processing of claims, disbursements of consideration, and other necessary and reasonable expenses associated with administering the Settlement.

2.3 “Attorneys’ Fees and Expenses” means the amount awarded by the Court to Co-Lead Class Counsel to compensate them and any other attorneys for Plaintiffs or the Settlement Class, and is inclusive of all attorneys’ fees, costs, and expenses of any kind in connection with

the Action. Attorneys' Fees and Expenses are in addition to the benefits provided directly to the Settlement Class and do not reduce or otherwise affect the benefits made available to the Settlement Class. Attorneys' Fees and Expenses do not include the payment of Service Awards.

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

2.5 "Claimant" is a Class Member who makes a Claim.

2.6 "Class" or "Settlement Class" means:

All individuals who purchased or leased in the United States a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

Each member of the Settlement Class shall be referred to as a "Class Member." Excluded from the Settlement Class are FCA US; any affiliate, parent, or subsidiary of FCA US; any entity in which FCA US has a controlling interest; any officer, director, or employee of FCA US; any successor or assign of FCA US; and any judge to whom this Action is assigned, his or her spouse; individuals and/or entities who validly and timely opt-out of the settlement; and current or former owners of Class Vehicles who previously released their claims in an individual settlement with FCA US relating to the Action.

2.7 "Class Representative" refers to Plaintiffs Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O'Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc., who will ask the Court to appoint them as representative of the Settlement Class.

2.8 "Class Vehicle" means a Model Year 2014-2019 Dodge Ram 1500 EcoDiesel Truck manufactured between June 12, 2013 and October 23, 2019.

2.9 “Co-Lead Class Counsel” means The Miller Law Firm, P.C., Hagens Berman Sobol Shapiro LLP, and Robins Kaplan, L.L.P.

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

2.11 “Effective Date” means ten business days after the later of (a) the date upon which the time for seeking appellate review of the judgment (by appeal or otherwise) shall have expired; or (b) the date upon which the time for seeking appellate review of any appellate decision affirming the judgment (by appeal or otherwise) shall have expired and all appellate challenges to the judgment shall have been dismissed with prejudice without any person having further right to seek appellate review thereof (by appeal or otherwise).

2.12 “Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to finally designate Plaintiffs as the representative of the Settlement Class; (c) determine whether to finally designate Co-Lead Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Co-Lead Class Counsel’s Application for a Fee and Expense Award; (f) rule on Class Representative’s Application for Class Representative Service Award; and (g) consider whether to enter the Final Approval Order.

2.13 “FCA US’s Counsel” means Klein Thomas Lee & Fresard, who are the attorneys of record representing FCA US.

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

2.15 “Notice” means the notices to be sent to the Settlement Class as detailed below, substantially in the same form as Exhibits A and B.

2.16 “Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Short-Form Notice by first class mail, postage prepaid, to each Class Member after first running the addresses of the Class Members through the National Change of Address database. The Notice Date shall be no later than ninety days (90) after the Court enters the Preliminary Approval Order.

2.17 “Plaintiffs” refers to Bradley Crawford, Christian Christensen, Glenn Brainard, Jacob Lane, Russell Raley, Hank Vanderhulst, Michael O’Brien, Dennis Sullivan, Matthew Ogren, Shaun Graham, Brandon Bailey, Gregory Briggs, Kara Gulbranson, Derek Griesel, Patrick Phelan, James Deale, Paul Maier, Nathan Felker, Greg Gouker, Leroy Mault, Dennis Diaz, Reyes Vargas, Gary Grendahl, Kevin Hunting, Justin Ewing, and Kwaterski Construction, Inc.

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

2.19 “Released Claim(s)” means any and all claims, demands, debts, suits, liabilities, obligations, damages, actions, rights of action, and causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiffs and any and all other Class Members relating to a defective EGR cooler in a Class Vehicle, whether arising under statute (including a

state lemon law), rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights, or entitlements under any federal, state, local or other statute, law, rule and/or regulation, as well as any claims relating to California Business and Professions Code Sections 17200-17209, California Business and Professions Code Section 17500, or the California Consumer Legal Remedies Act (California Civil Code Section 1750-1784), or other consumer protection, consumer fraud, or unfair business practices or deceptive trade practices laws, premised on any legal or equitable theory. This term includes any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi contract, unjust enrichment, express warranty, implied warranty, secret warranty and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, seeking compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, recovery of attorneys' fees or litigation costs, or any other legal or equitable relief.

The Released Claims do not include claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation.

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

successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, “affiliates” means entities controlling, controlled by, or under common control with a Releasee.

2.21 “Service Award” means the \$5,000 that FCA US has agreed to pay to each Plaintiff who is being proposed as a Class Representative of the Settlement Class, upon finalization of this agreement and approval by the Court.

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

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

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

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

III. SETTLEMENT CONSIDERATION

In consideration for the Settlement, entry of judgment, and dismissal, and for the release provided herein, FCA US provides the following consideration to the Settlement Class:

A. Warranty Extension.

3.1 FCA US will provide a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a failed EGR cooler for five years from the date of the EGR cooler recall replacement under Recall VB1.

3.2 If a Class Member has incurred out-of-pocket costs to replace a failed EGR cooler within five years of a replacement under Recall VB1, FCA US will reimburse those costs upon the Class Member's submission of proof of repair and proof of payment of those out-of-pocket costs. The Class Member must submit their proof of repair and proof of payment to the settlement administrator.

3.3 If, as of the Effective Date, the five-year warranty extension period has not yet concluded for a Class Member, and an EGR cooler repair becomes necessary, the Class Member will be able to present their vehicle to an FCA US authorized dealership for a free repair. The Class Member need not present any Settlement-related document to receive warranty service at an FCA US authorized dealership.

3.4 The Warranty Extension follows the Class Vehicles and is not personal to any owner or lessee. A Class Member does not need to submit a claim to receive the warranty extension.

3.5 Except for the durational limits of the Warranty Extension, the terms and exclusions of the Class Vehicles' applicable warranties remain notwithstanding this Settlement. All rights and conditions under the applicable warranties will continue to remain. Except as expressly set forth herein, nothing in this document should be construed as diminishing or otherwise affecting any other express or implied warranties covering the Class Vehicles.

3.6 Nothing herein should be read to prevent FCA US from electing, at its sole discretion and on a case-by-case basis, to implement or to continue to implement any customer satisfaction or goodwill policy, program, or procedure at its discretion, that provides consideration to Class Members over and above that required by this Settlement, without regard to the Class

Members' entitlement to relief under the Settlement. No such election by FCA US, however, will act to deprive a Class Member or Claimant of any of the benefits available under the Settlement.

B. Reimbursement Program.

3.7 Class Members may submit reimbursement claims for out-of-pocket tow truck, rental car, and coolant costs that relate to a failed EGR cooler. FCA US shall pay up to a maximum of \$750,000 for all tow truck, rental car, and coolant claims. Claims shall not exceed \$500 per Class Vehicle for rental car reimbursements. Claims shall not exceed \$75 for coolant reimbursements. All claims must be accompanied by proof of ownership of a class vehicle, proof of payment of a reimbursable expense, and proof of a repair showing the payment was made in connection with a contemporaneous repair of a failed EGR cooler. If all valid claims exceed \$750,000, they will be paid on a pro rata basis.

3.8 Class Members may submit a claim for \$3,000 for a vehicle fire that was caused by a failed EGR cooler. All claims must be accompanied by proof of ownership of a class vehicle and proof of a fire in the class vehicle that was caused by a failed EGR cooler. The acceptable proof of a fire is a police report, insurance report or fire department report and the acceptable proof of cause is a police report, insurance report, fire department report, or vehicle repair record that mentions an EGR cooler or origin in the area of an EGR cooler.

3.9 All claims for reimbursement under Section 3.2, and Sections 3.7 and 3.8, immediately above, shall be made to the settlement administrator, and the deadline for claims is 60 days after the Final Approval Order is entered. To be valid, the claim submission must include: (a) a completed Claim Form (attached hereto as Exhibit D); (b) the proof required for the type of claim, as outlined in Sections 3.2, 3.7 and 3.8; and (c) documentation identifying the vehicle (including VIN) and ownership.

3.10 Claims submitted pursuant to this Settlement may be submitted, at the election of the Claimant, by U.S. mail, email, or through the dedicated Settlement Website. The mailing address and email address to which Claimants may submit Claims, as well as Claimants' right to submit their Claims through the Settlement Website, shall be posted prominently in each of the following locations: the Short-Form Notice, Long-Form Notice, Claim Form, and dedicated Settlement Website.

3.11 The Claim Form shall provide an option for Claimants to indicate a preference for communication via regular U.S. mail instead of email. If the Settlement Administrator has an email address for a Claimant and the Claimant did not indicate on the Claim Form that he or she prefers to communicate via regular U.S. mail, the Settlement Administrator shall respond by email. In instances in which U.S. mail is used, the Settlement Administrator shall respond using the address provided on the corresponding Claim Form.

3.12 Upon receipt of a Claim, the Settlement Administrator shall review the Claim to determine whether the Claim meets all qualifications for payment set forth in this Settlement Agreement and, if so, the amount of the reimbursement owed.

3.13 Within 30 days of the claim deadline, the Settlement Administrator shall provide written notice to the Claimant who submitted it, notifying the Claimant of:

- (a) the amount, if any, that FCA US will reimburse the Claimant under this Settlement;
- (b) the basis for the Settlement Administrator's decision to either deny or pay less than a full reimbursement (if applicable); and
- (c) the Claimant's right to attempt to cure any deficiency that led to the Settlement Administrator's decision to award less than full reimbursement.

3.14 In response to receiving the written notice under Section 3.13, a claimant may:

- (a) Attempt to cure the deficiency stated as justification for not awarding a full reimbursement, by submitting the information and/or documentation identified by the Settlement Administrator as lacking in the Claim, within 30 days of receipt of the written notice. The Settlement Administrator shall have 30 days from the date of the cure attempt to provide written notice to the Claimant stating its final determination as to the total reimbursement to be paid to the Claimant and the reasons for the reimbursement amount if less than requested; or
- (b) Accept the partial reimbursement offered by the Settlement Administrator, which acceptance will be presumed if no cure attempt is received by the Settlement Administrator within 30 days of the date of the written notice.

3.15 For each Claim qualifying for a reimbursement payment under this Settlement Agreement, the Settlement Administrator shall mail a check to the Claimant, at the address on the Claim Form, within 21 days of FCA US funding the Settlement Fund. All checks will be valid for 90 days.

IV. NOTICE TO THE SETTLEMENT CLASS

A. Costs of Administration and Notice.

4.1 FCA US will be responsible for all Administration Expenses including Notice. In no event will Co-Lead Class Counsel or the Settlement Class be responsible for any Administration Expenses.

B. CAFA Notice.

4.2 In compliance with the attorney general notification provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, FCA US will cause notice of this Settlement to be

provided to the Attorney General of the United States and the attorneys general of each state or territory in which a Class Member resides (“CAFA Notice”). FCA US will bear all costs associated with the CAFA Notice.

C. Notice Deadline.

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

D. Individual Class Notice Methods.

4.4 Following the Court’s preliminary approval of this Settlement, the Settlement Administrator will provide by direct U.S. mail, to all reasonably identifiable Class Members, a notice substantially in the form attached hereto as Exhibit A (“Short-Form Notice”).

4.5 The Settlement Administrator will further set up and maintain a Settlement Website where Class Members can access a “Long-Form Notice” (substantially in the form attached hereto as Exhibit B), a copy of this Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. The Short-Form Notice will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Class Members to leave a request for a paper copy of the Long-Form Notice.

4.6 For purposes of mailing Notice, FCA US agrees to provide to the Settlement Administrator within thirty days of the Preliminary Approval Order’s entry all available Settlement Class Vehicle VINs and contact information for each Class Member. Prior to mailing the individual Short-Form Notice, the Settlement Administrator shall conduct an address search through the United States Postal Service’s National Change of Address database to update the address information for Class Members.

4.7 The Parties agree that the names and addresses provided to the Settlement Administrator will not be used for any purpose other than for providing the written notice identified

herein and that such names and addresses will be treated as private and confidential information and not disseminated, in any manner, to anyone other than the Settlement Administrator. The Parties agree to seek entry of an Order by the Court mandating that FCA US provide the names and addresses to the Settlement Administrator and that such information be treated as private, confidential, and proprietary.

4.8 For all Class Members for whom the Notice is returned with forwarding address information, the Settlement Administrator will re-mail the Notice to the new address indicated. For all Class Members for whom the Notice is returned without forwarding address information, the Settlement Administrator will perform an advanced address search and re-mail the Notice to the best known address resulting from that search.

4.9 For a period ending ninety days after the Notice Date, the Settlement Administrator will provide Co-Lead Class Counsel and FCA US with reasonable periodic reports of the total number of Notices sent to Class Members by U.S. mail, along with the numbers of Notices returned as undeliverable. The Settlement Administrator will communicate with Co-Lead Class Counsel and FCA US regarding delivery of Notice and the number of Class Members who have responded to the Notice.

V. ATTORNEYS' FEES, EXPENSES, AND SERVICE PAYMENTS

5.1 Class Counsel may apply to the Court for an award of reasonable attorneys' fees and expenses, inclusive of costs, up to, but not to exceed, the total combined sum of \$2,450,000.

5.2 Attorneys' Fees and Expenses will be in addition to the benefits provided directly to the Settlement Class (and will be in addition to the Service Awards) and will not reduce or otherwise have any effect on the benefits made available to the Settlement Class.

5.3 Upon finalization of this Settlement Agreement, the Parties have agreed that FCA US will not oppose Plaintiff's request, made as part of the Attorneys' Fees and Expenses

Application, that FCA US separately pay Service Awards in the amount of \$5,000 to the Class Representatives. FCA US also agrees that Co-Lead Class Counsel may provide an additional \$2,500 to some or all of the Class Representatives at Co-Lead Class Counsel's discretion. Any such \$2,500 payment would come from Co-Lead Class Counsel's award of Attorneys' Fees and Expenses.

5.4 FCA US will pay Class Counsel the Service Awards and any Attorneys' Fees, Costs, and Expenses awarded by the Court within thirty days of the Effective Date by means of a check. Within five business days of the Effective Date, Class Counsel will provide FCA US a W-9 and instructions for receipt of the Court awarded Attorneys' Fees, Costs, and Expenses, and Service Awards.

VI. RELEASE AND WAIVER

6.1 The Parties agree to the following release and waiver, which will take effect upon entry of the Final Judgment and Final Order.

6.2 In consideration for the Settlement Agreement, Plaintiffs, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Releasees from the Released Claims, as defined above; provided, however, that Plaintiffs and the other Class Members are not releasing claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation.

6.3 Notwithstanding the foregoing, Plaintiffs and/or the other Class Members will hold Releasees harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Plaintiff or Class Member.

6.4 The release effected by this Settlement Agreement is intended to be a specific release and not a general release. If, despite and contrary to the Parties' intention, a court construes the release as a general release under California law and determines that Section 1542 of the California Civil Code is applicable to the release, Plaintiffs, on behalf of themselves and all Class Members, hereby expressly waive and relinquish to the fullest extent permitted by law, the rights provided by Section 1542 of the California Civil Code, which provides:

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

Plaintiffs expressly acknowledge they have been advised by Co-Lead Class Counsel of the contents and effects of Section 1542, and with knowledge, Plaintiffs hereby expressly waive, on their behalf and that of all other Class Members, whatever benefits Plaintiffs and Class Members may have had pursuant to such section. Plaintiffs hereby expressly waive, on their behalf and that of all other Class Members, the benefit of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

6.5 Plaintiffs and Class Members recognize that, even if they later discover facts in addition to or different from those that they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and Judgment, Plaintiffs and Class Members fully, finally, and forever settle and release any and all Released Claims against Releasees. The Parties acknowledge that this waiver and release were bargained for and are material elements of the Settlement.

6.6 By this Settlement Agreement, FCA US releases Plaintiffs and Co-Lead Class Counsel from any and all claims or causes of action that were, or could have been, asserted by FCA US pertaining to this Action or Settlement. FCA US acknowledges that, even if it later discovers facts in addition to or different from those which they now know or believe to be true, it nevertheless agrees that, upon entry of an order granting final approval to this Settlement and entering judgment, FCA US fully, finally, and forever settles and releases any and all such claims. The Parties acknowledge that this waiver and release were bargained for and are material elements of the Settlement.

6.7 Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims personally released under this Settlement Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any individual right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims released under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims released.

6.8 This Settlement and its release do not affect the rights of Class Members who timely and properly request exclusion from the Settlement Class or anyone encompassed within the class definitions set forth in the complaints in this Action who are not a member of the Settlement Class defined in this Settlement Agreement. The Parties do not intend this Settlement Agreement and release to affect any legal claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle.

6.9 Plaintiffs, Co-Lead Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Releasees or any person or entity representing the Releasees, other than as set forth in this Settlement Agreement.

6.10 Nothing in this Release will preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

6.11 The administration and consummation of the Settlement will be under the authority of the Court. The Court will retain jurisdiction to protect, preserve, and implement the Settlement. The Court retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement and allowing for discovery related to objectors.

VII. SETTLEMENT APPROVAL PROCESS

A. Intention to Complete Settlement.

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

7.2 If approval is not obtained from the Court in the form contemplated by this Settlement or final approval order and judgment is reversed or materially modified on appeal, this

Settlement will be null and void *ab initio* upon election of any of the Parties and have no further force and effect with respect to any of the Parties in this Action. Nothing in this provision will affect FCA US's obligation to pay all costs reasonably incurred by the settlement administration process.

B. Preliminary Court Approval.

7.3 Promptly after execution of this Settlement by the Parties, counsel for the Parties will present this Settlement to the Court for review and jointly seek entry of an order that certifies the Settlement Class as such, grants preliminary approval of this Settlement, and directs the Settlement Administrator to provide notice of the Settlement in the manners listed herein.

7.4 No later than twenty days before the Final Approval Hearing, the Settlement Administrator will provide affidavits for the Court, with a copy to Co-Lead Class Counsel and FCA US, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement or as otherwise required by the Court.

C. Final Court Approval.

7.5 Once the Court enters a preliminary approval order, counsel for the Parties will use their best efforts to promptly obtain entry of a final approval order and judgment that: (i) finds the Settlement to be fair, reasonable, and adequate; (ii) finds that the Notice given constitutes the best notice practicable; (iii) approves the release specified in Section VI as binding and effective as to all Class Members who have not properly excluded themselves from the Settlement Class; (iv) directs that judgment be entered on the terms stated herein; and (v) provides that the Court will retain jurisdiction over the Parties and Class Members to enforce the terms of the final order and judgment.

7.6 Upon entry of the final order and judgment, this Action will be dismissed, on its merits and with prejudice, with respect to Plaintiffs and all Class Members who have not properly excluded themselves from the Settlement Class.

VIII. REQUESTS FOR EXCLUSION

8.1 The provisions of this section will apply to any request by a Class Member for exclusion from the Settlement Class.

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

8.3 Any request for exclusion must be submitted no later than the date specified in the Court's preliminary approval order.

8.4 Any request for exclusion will (i) state the Class Member's full name and current address, (ii) provide the model year and Vehicle Identification Number ("VIN") of their Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state their desire to be excluded from the Settlement and from the Settlement Class. The written request for exclusion must be personally signed by the Class Member requesting exclusion.

8.5 Failure to comply with these requirements and to timely submit the request for exclusion will result in the Class Member being bound by the terms of the Settlement Agreement.

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

8.7 The Settlement Administrator will report the names of all Class Members who have submitted a request for exclusion to the Parties on a weekly basis beginning thirty days after the Notice Date.

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

IX. OBJECTIONS

9.1 The Parties will request that the Court enter an order requiring any Class Member who wishes to object to the Settlement to submit a written notice of objection to the Settlement Administrator as well as file with the Court by the deadline set in the Court’s Preliminary Approval Order.

9.2 To state a valid objection to the Settlement, an objecting Class Member must provide the following information in their written objection: (i) the case name and number, *Bradley Crawford, et al. v. FCA US, LLC*, Case No. 2:20-cv-12341 (E.D. Mich.); (ii) their full name, current address, and current telephone number; (iii) the model year and VIN of their Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the attorney(s), if any, who represent the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the handwritten signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and (x) the date of the objection. In addition, any Class Member objecting to the Settlement will provide a list of any other objections submitted by them or their counsel to any class action settlements submitted in any court in the United States in the previous

five years. If the Class Member or their counsel have not made any such prior objection, the Class Member will affirmatively so state in the written materials provided with the objection.

9.3 If the objecting Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class Member must so state in the objection. Any Class Member who does not state their intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement, can be barred from speaking or otherwise presenting any views at the Final Approval Hearing, and will be foreclosed from seeking any review by any means of the Settlement or its terms, including but not limited to an appeal.

9.4 The Parties will request that the Court enter an order providing that the filing of an objection allows Co-Lead Class Counsel or FCA US's Counsel to notice and take the objecting person's deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make themselves available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for an improper purpose.

9.5 Any objector who seeks a fee for their objection will do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B). The Parties will promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

9.6 These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection in accordance with the due process rights of all Class Members.

X. MISCELLANEOUS

A. Choice of Law.

10.1 This Settlement Agreement will be governed by and construed in accordance with the substantive laws of the State of Michigan without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

B. Not Evidence.

10.2 The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement, will be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party.

10.3 Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of it is, nor may be deemed to be, or used as, an admission or evidence of: (a) the validity of any legal claim made by Plaintiffs or other Class Members, or of any wrongdoing or liability of FCA US; or (b) any fault or omission of Releasees in any proceeding in any court, administrative agency, or other tribunal.

10.4 Paragraphs 10.2 and 10.3 will survive any expiration or voiding of the Settlement Agreement.

C. Headings.

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

D. Effect of Exhibits.

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

E. Entire Agreement.

10.7 This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement will in any event be effective unless the same will be in writing and signed by the person or Party against whom enforcement of the Settlement Agreement is sought.

F. Counterparts.

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

G. Arm's Length Negotiations.

10.9 The Parties have negotiated all terms and conditions of this Settlement Agreement at arm's length. The provisions for Attorneys' Fees and Expenses and Service Awards set forth

herein were negotiated separately from and after agreement on the provisions for relief to Plaintiffs and the Settlement Class.

10.10 All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

10.11 The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities will be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Agreement.

H. Good Faith.

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

I. Continuing Jurisdiction.

10.13 The Parties agree the Court may retain continuing and exclusive jurisdiction over them and all Class Members for the purpose of the administration and enforcement of this Settlement.

J. Extensions of Time.

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

K. Service of Notice

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

As to Plaintiffs and the Proposed Class:

THE MILLER LAW FIRM, P.C.

E. Powell Miller
Dennis A. Lienhardt
950 West University Drive, Suite 300
Rochester, MI 48307

HAGENS BERMAN SOBOL SHAPIRO LLP

Steve W. Berman
Shelby Smith
1301 Second Avenue, Suite 2000
Seattle, WA 98101

Peter A. Shaeffer
455 North Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611

ROBINS KAPLAN, L.L.P.

Stacey P. Slaughter
J. Austin Hurt
800 LaSalle Avenue, Suite 2800
Minneapolis, MN 55402

As to Defendant:

Stephen A. D'Aunoy
KLEIN THOMAS LEE & FRESARD
100 N. Broadway, Suite 1600
St. Louis, MO 63102
Tel: (314) 888-2970
steve.daunoy@kleinthomaslaw.com

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

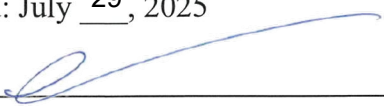
THE MILLER LAW FIRM, P.C.

Dated: July 29, 2025

By: 

HAGENS BERMAN SOBOL SHAPIRO LLP

Dated: July 29, 2025

By: 

ROBINS KAPLAN, L.L.P.

Dated: July 31, 2025

By: 

Dated: _____, 2025

By: _____
BRADLEY CRAWFORD

Dated: _____, 2025

By: _____
CHRISTIAN CHRISTENSEN

Dated: _____, 2025

By: _____
GLENN BRAINARD

Dated: _____, 2025

By: _____
JACOB LANE

Dated: _____, 2025

By: _____
RUSSELL RALEY

Dated: _____, 2025

By: _____
HANK VANDERHULST

Dated: _____, 2025

By: _____
MICHAEL O'BRIEN

Dated: _____, 2025

By: _____
DENNIS SULLIVAN

Dated: _____, 2025

By: _____
MATTHEW OGREN

Dated: _____, 2025

By: _____
SHAUN GRAHAM

Dated: _____, 2025

By: _____
BRANDON BAILEY

Dated: _____, 2025

By: _____
GREGORY BRIGGS

Dated: _____, 2025

By: _____
KARA GULBRANSON

Dated: _____, 2025

By: _____
DEREK GRIESEL

Dated: _____, 2025

By: _____
PATRICK PHELAN

Dated: _____, 2025

By: _____
JAMES DEALE

Dated: _____, 2025

By: _____
PAUL MAIER

Dated: _____, 2025

By: _____
NATHAN FELKER

Dated: _____, 2025

By: _____
GREG GOUKER

Dated: _____, 2025

By: _____
LEROY MAULT

Dated: _____, 2025

By: _____
DENNIS DIAZ

Dated: _____, 2025

By: _____
REYES VARGAS

Dated: _____, 2025

By: _____
GARY GREENDAHL

Dated: _____, 2025

By: _____
KEVIN HUNTING

Dated: _____, 2025

By: _____
JUSTIN EWING

Dated: _____, 2025

By: _____
KWATERSKI CONSTRUCTION, INC.

DEFENDANT FCA US LLC

Dated: July 29, 2025


By: _____

Title: Vice President, Assistant General Counsel