

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY
GRANILLO, ET AL. v. FCA US LLC, CASE NO. 3:16-CV-153

If you bought or leased a new model-year 2014 or 2015 Jeep Cherokee, 2015 Jeep Renegade, 2015 Chrysler 200, or 2015 ProMaster City, a proposed class action settlement may affect your rights.

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

The parties to this class action are seeking court approval of a proposed settlement involving certain automatic transmissions in model-year 2014 and 2015 Jeep Cherokee, 2015 Jeep Renegade, 2015 Chrysler 200, and 2015 ProMaster City vehicles (“Class Vehicles”). Under the settlement, FCA US agrees to provide a cash payment or trade-in voucher to vehicle owners and lessees who can demonstrate they made at least three transmission-related complaints to an FCA US authorized dealer on or before November 16, 2018. FCA US has also agreed to extend the warranty covering the 9 Speed ZF 9HP automatic transmission of these vehicles. *The court must still determine whether it will approve the settlement and its benefits.*

Your legal rights and options—and the deadlines to exercise them—are explained in this notice.

| YOUR LEGAL RIGHTS AND OPTIONS | |
|--|--|
| I WANT TO RECEIVE SETTLEMENT BENEFITS | <p>To receive a cash payment or trade-in voucher, you must submit a completed claim form along with documentation from an FCA US dealership showing <i>at least three</i> transmission-related complaints.</p> <p>The extended warranty provided under the settlement will apply to your Class Vehicle without any action from you.</p> <p>See Sections 7 through 13 for more information.</p> |
| I WANT TO BE EXCLUDED | <p>You may give up the right to receive the benefits of this settlement. This is the only option that allows you to ever be part of any other lawsuit about the legal claims in this case.</p> <p>See Sections 14 through 16 for more information.</p> |
| I OBJECT TO THE SETTLEMENT TERMS | <p>You may tell the Court if you don’t like the settlement. You must remain a member of the Class (you cannot ask to be excluded) to object.</p> <p>See Sections 20 through 21 for more information.</p> |
| I WANT TO DO NOTHING | <p>If you choose to do nothing, you will be bound by the settlement. You will be part of the Class and receive the benefit of the extended warranty. You will give up your rights to sue FCA US about the same or similar legal claims at issue in this lawsuit.</p> <p>See Section 25 for more information.</p> |

Questions? Visit FCATransmissionSettlement.com For More Information.
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BASIC INFORMATION

1. Why did I get this notice?

You got this notice because you may have purchased or leased new, and still own, a model-year 2014 or 2015 Jeep Cherokee, 2015 Jeep Renegade, 2015 Chrysler 200, or 2015 ProMaster City vehicle equipped with a 9 Speed ZF 9 HP automatic transmission. These vehicles are collectively referred to as the "Class Vehicles."

You have a right to know about the proposed settlement of this class action and your options before the Court decides whether to approve the settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for benefits, and how to get them.

The Court in charge of the case is the United States District Court for the District of New Jersey and the case is known as *Granillo, et al v. FCA US LLC*, Case No. 3:16-cv-153. The people who sued are called Plaintiffs and the company they sued, FCA US LLC (formerly known as Chrysler Group LLC), is called the Defendant.

2. What is this lawsuit about?

This lawsuit is a class action in which it is alleged that the 9 Speed ZF 9HP automatic transmission installed in the Class Vehicles is defective because the transmission may engage in rough, delayed, or sudden shifting, emit a grinding noise during shifting, or experience a harsh engagement of gears or reduced power when the vehicle shifts into gear. Plaintiffs allege that FCA US violated the law by selling the Class Vehicles with the defective transmission and by failing to disclose the defect to consumers. FCA US denies that the transmissions are defective and denies that it did anything wrong.

You can get more information about this case and the progress of the proposed settlement at FCATransmissionSettlement.com.

3. Why is this lawsuit a class action?

In a class action, one or more persons called Class Representatives (in this case Dolores Granillo and Albert Granillo) sue on behalf of other people who have similar claims. All of these people form a Class and are called Class Members. One court resolves the claims for all Class Members, except for those who exclude themselves from the Class. U.S. District Court Judge Freda L. Wolfson is in charge of this class action.

4. Why is there a settlement?

The parties agreed to a settlement to resolve the claims and avoid the risks and cost of a trial. The Court did not decide in favor of either Plaintiffs or FCA US. The Class Representatives and Class Counsel think the settlement is in the best interests of the Class.

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WHO IS PART OF THE SETTLEMENT

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

Judge Wolfson decided that the Class includes the following members:

All individuals who purchased or leased new, in the United States, for family, household, or personal use, and still own, one of the following vehicles equipped with a 9 Speed ZF 9HP Automatic Transmission: model-years 2014 and 2015 Jeep Cherokee; model-year 2015 Jeep Renegade; model-year 2015 Chrysler 200; and model-year 2015 ProMaster City.

Excluded from the Class are the judicial officer assigned to this case and those individuals who: (1) have already negotiated a settlement of a claim or lawsuit related to the 9 Speed transmission in their vehicle; (2) have already litigated a claim related to the 9 Speed transmission to judgment; (3) have a Lemon Law, warranty, and/or consumer fraud claim currently pending relating to the 9 Speed transmission; or (4) are employees of Class Counsel.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get more information at FCATransmissionSettlement.com. If you need help understanding your rights or the benefits this settlement provides, you can call Class Counsel identified in Section 17 of this notice.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

If you fall within the Class described in Section 5, and you do not exclude yourself from the settlement (as discussed in Sections 14 through 16), you may be eligible to receive the following benefits if the Court approves the settlement:

- (1) Cash Payment or Trade-In Voucher. If you can demonstrate three (3) or more transmission-related complaints made on or before the date that this class notice was mailed, you may be eligible to receive, at your election, either (i) a cash payment from FCA US, *or* (ii) a trade-in voucher to be used toward the purchase of a new FCA US vehicle, subject to certain conditions summarized in this Section.

You are entitled to a cash payment or trade-in voucher only if you can show that you made at least three (3) transmission-related complaints on or before November 16, 2018.

A transmission-related complaint means a report you made to an FCA US dealership about one or more of the following symptoms in your Class Vehicle: rough, delayed, or sudden shifting; a grinding noise during shifting; harsh engagement of gears; or reduced power when the vehicle shifts into gear.

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The amount of compensation is set according to the following schedule, with the maximum amount capped at \$2,000 in cash or a trade-in voucher valued at \$4,000:

| Number of Transmission-Related Complaints | Cash Payment | Trade-In Voucher Value |
|---|--------------|------------------------|
| 3 | \$400 | \$1,000 |
| 4-5 | \$800 | \$2,000 |
| 6 or more | \$2,000 | \$4,000 |

If you can show that you made at least three (3) transmission-related complaints on or before November 16, 2018, you may submit subsequent transmission-related complaints that are made to an FCA US dealership after that date. These will be counted as transmission-related complaints for purposes of determining benefits, but only as follows: (i) all documented transmission-related complaints that an FCA US dealership verifies in writing as a condition which it was able to reproduce or otherwise attests to be a valid complaint; and (ii) one documented but unverified transmission-related complaint made to an FCA US dealership, meaning your complaint was not duplicated or otherwise found to be valid by an FCA US dealership. See Section 8 for more information about documentation.

The trade-in vouchers may be used in combination with other valid discount offers from FCA US or FCA US authorized dealerships. The trade-in vouchers will be transferrable and valid for one year from its date of issue.

- (2) Warranty Extension. FCA US is extending the warranty on the 9 Speed ZF 9HP automatic transmission of the Class Vehicles to 6 years or 100,000 miles on the odometer, whichever occurs first, calculated from the date the vehicle was first delivered. Except for the durational limits, the terms, conditions, and exclusions of the Powertrain Limited Warranty that covers the Class Vehicles shall apply. FCA US will provide notice to authorized dealerships of the extended warranty.

8. How do I submit a claim?

If you can demonstrate at least three (3) transmission-related complaints on or before November 16, 2018 and want to submit a claim for a cash payment or trade-in voucher, you will need to send a completed claim form and your supporting documents to the Settlement Administrator. Your claim form must be complete, and your supporting documents must be genuine and legible copies of service records or similar documents from an FCA US authorized dealership showing each transmission-related complaint. FCA US retains the right to reject any documentation that cannot be validated. If you do not have access to, or cannot obtain, these documents, you may submit a written statement attesting to the date on which, and the FCA US authorized dealership where, the transmission-related complaint was made. The attestation will be subject to confirmation and verification by FCA US.

A copy of the claim form is available at FCATransmissionSettlement.com. You may also call Dahl Administration at (888) 439-1609 to request that a copy of the claim form be mailed to

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you.

You must complete all sections of the claim form, and sign it under penalty of perjury, which will attest to the authenticity of the claim and the documents you provide. Your signature also verifies that you have continually owned or leased the Class Vehicle as an original owner or lessee.

You must then either mail or email the completed and signed claim form with all supporting documents to:

Granillo v. FCA US CLAIMS #7869
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

or

FCATransmissionSettlementInfo@DahlAdministration.com

The claim form must be submitted within 90 days of the Court entering its final order and judgment approving the settlement or the exhaustion of all appellate remedies (whichever is later). If you submit your claim by mail, your claim form must be postmarked, or bear a date entered by a recognized delivery service, on or before that 90th day. Claims submitted by email must be received on or before that 90th day.

9. What happens if I do not send the claim form, or miss the deadline to submit?

If you do not submit the claim form and supporting documents by the required deadline, you will not qualify for compensation. A claim form that is sent late or that is incomplete will be the same as doing nothing.

10. What happens if my claim is approved?

If the Settlement Administrator approves your claim, the cash payment or trade-in voucher, whichever you chose, will be sent to you within 60 days of the close of the claim period. Information about the progress of the case will be available at FCATransmissionSettlement.com.

11. What happens if my claim is denied?

If the Settlement Administrator denies your claim, you will be mailed a form that explains the decision.

If the Settlement Administrator denies your claim in part, (for instance, only a partial amount of the claimed cash payment or trade-in voucher was approved because not each transmission-related complaint was substantiated or could be verified), the cash payment or trade-in voucher you chose and for which you qualify will be sent to you within 60 days of the close of the claim period. You will receive a form that explains the decision.

Questions? Visit FCATransmissionSettlement.com For More Information.
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12. How do I claim the extended warranty?

You don't have to claim the extended warranty. FCA US will notify authorized dealerships of the extended warranty and its applicability to the Class Vehicles. You are not required to submit a claim form or do anything else to receive this benefit.

13. What am I giving up to stay in the Class and receive settlement benefits?

Unless you exclude yourself, you are staying in the Class, which means that you can't sue, continue to sue, or be part of any other lawsuit about the same legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. What if I don't want to take part in this settlement?

To exclude yourself from the settlement, you must send a letter by U.S. mail (or express mail carrier) saying that you want to be excluded from the Class in *Granillo, et al v. FCA US LLC*, No. 3:16-cv-153. Be sure to include (i) your full name and current address, (ii) the model, model-year and vehicle identification number (VIN) of your Class Vehicle(s) and approximate date(s) of purchase or lease, and (iii) specifically and clearly state your desire to be excluded from the Settlement Agreement and from the Class. The letter must be signed by you and, if you are represented by counsel, it must also be signed by your counsel. Your exclusion request must be postmarked no later than January 2, 2019, and mailed to:

Granillo v. FCA US EXCLUSIONS #7869
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

You cannot exclude yourself on the phone or by e-mail. If you submit your request to be excluded by U.S. mail or express mail on time, you will not be legally bound by anything that happens in this lawsuit. However, you will also not be entitled to any benefits of the settlement and you cannot object to the settlement.

15. If I don't exclude myself, can I sue later?

No. If you remain in the Class, you give up your right to sue FCA US for the claims that this settlement resolves. If you have a pending lawsuit against FCA US, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is January 2, 2019.

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

No. If you exclude yourself from the Class you will not be eligible to participate in this settlement and receive benefits.

Questions? Visit FCATransmissionSettlement.com For More Information.
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THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has decided that Jordan L. Lurie and Tarek H. Zohdy of Capstone Law APC and Howard A. Gutman are qualified to represent you and all Class Members. These lawyers and their law firm are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. You can contact Class Counsel by telephone at (888) 622-0837 or by email at info@JeepTransmissionLawsuit.com,

18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid and will the Class Representatives be paid?

Class Counsel will ask the Court to award not more than \$1,260,000 to pay for attorneys' fees and costs. This amount will include a service award in the amount of \$5,000 to Dolores Granillo and Albert Granillo jointly. The Court may award less than this amount. The fees, expenses, and service award that the Court awards will be paid separately by FCA US. These amounts will not come out of the funds for payments to Class Members. FCA US will also separately pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the settlement and ask the Court not to approve it. To object to the settlement, you must send your objection in writing to the following address on or before January 2, 2019, telling the Court explicitly that you object to the settlement and why:

Granillo v. FCA US OBJECTIONS #7869
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

Your objection must include (i) your full name, current address, and current telephone; (ii) the model, model year, and vehicle identification number (VIN) of your Class Vehicle(s); (iii) the date(s) you acquired your Class Vehicle(s) and proof of ownership; (iv) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position; (v) copies of any other documents you wish to submit in support of your position; and (vi) your signature and the date. In addition, you must provide a detailed list of any other objections submitted by you or your counsel to any class action settlements submitted in any court in the previous five (5) years. If you or your counsel have not objected to any other class action settlements in any court in the United States in the previous five (5) years, you must state that affirmatively in the written

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materials you provide with your objection.

If you lodge an objection, Class Counsel or counsel for FCA US may take your deposition, consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and seek any documentary evidence or other tangible things that are relevant to the objection. If you fail to make yourself available for a deposition or comply with discovery requests, the Court may strike your objection and otherwise deny you the opportunity to be heard. The Court may tax the costs of any such discovery to you or your counsel should the Court determine that your objection is frivolous or made for an improper purpose.

21. What is the difference between objecting and excluding myself?

Objecting means telling the Court that you, as a Class Member, do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself means telling the Court that you do not want to be part of the Class and the settlement. If you exclude yourself, you cannot object because the lawsuit no longer affects you.

THE COURT'S FAIRNESS HEARING

22. When and where will the Court decide to approve the settlement?

The Court will hold a fairness hearing at 10:00 a.m. on February 13, 2019, in Courtroom 5E of the United States District Court for the District of New Jersey, located at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them, and it may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve the service award. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

23. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have, but you are welcome to attend at your own expense.

24. May I speak at the hearing?

If you would like to speak at the hearing about your objections to the settlement, you must add to your written objection a statement that you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, your objection must also state the identity of all attorneys representing you who will appear at the fairness hearing. You cannot speak at the hearing if you exclude yourself.

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IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you will be part of the Class and be entitled to the benefits under the settlement. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against FCA US about the legal issues in this case, ever again.

ADDITIONAL INFORMATION

26. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the parties' formal settlement agreement. You can get a paper copy of the settlement agreement by visiting FCATransmissionSettlement.com. If you do not have access to the internet, you can request a copy of the agreement by calling (888) 439-1609.

27. How do I get more information?

You can find more information about this litigation and settlement at the FCATransmissionSettlement.com, where updates regarding the case will be available. You may also call Class Counsel with questions.