

# EXHIBIT 1



2. “Action” means *Featherstone, et al. v. FCA US, LLC*, which is currently pending in the United States District Court for the Eastern District of Michigan, and assigned Civil Action No. 2:23-cv-10362.

3. “Class Counsel” means the law firms of Sommers Schwartz, P.C. and Melmed Law Group P.C.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Gross Settlement Fund.

5. “Class Information” means information regarding Class Members that Defendant will compile in good faith from its records and provide to the Settlement Administrator. The Class Information shall be formatted as a Microsoft Excel spreadsheet and shall include: (a) each Class Member’s employee number; (b) full name; (c) last known address; (d) last known home telephone number; and (e) weeks worked during the Class Period as an hourly production employee at any of Defendant’s United States facilities during the Class Period. The Class Information is confidential, and the Settlement Administrator may not disclose the Class Information to any person or entity, except as required by law or the provisions of this Agreement. The Settlement Administrator will use the Class Members’ social security numbers solely to locate correct mailing addresses for Class Members and to process settlement payments and tax documents under the Settlement.

6. “Class Members” means all current and former hourly employees who worked for Defendant at any of its United States facilities during the Class Period.

7. “Class Period” means the period from February 10, 2020 through May 12, 2025.

8. “Class Representative Service Awards” means the amount that the Court authorizes to be paid to the Named Plaintiffs, in addition to their Individual Settlement Amount, in recognition of their efforts and risks in assisting with the prosecution of the Action.

9. “Court” means the United States District Court for the Eastern District of Michigan.

10. “Defendant” means FCA US, LLC.

11. “Defense Counsel” or “Counsel for Defendant” shall mean Ogletree Deakins, Nash, Smoak & Stewart, P.C.

12. “Effective Date” means the last of the following dates: (a) the date of entry of an order by the Court granting final approval to the Settlement, if there are no objections; or (b) if there is an objection, the day after the appeals period runs and no appeal having been filed; or (c) if there is an objection and an appeal is filed, the day after all appeals are finally resolved in favor of final approval.

13. “FLSA Claims” means the claims alleged in this case under the Fair Labor Standards Act for unpaid overtime wages resulting from the calculation of the regular rate of pay.

14. “FLSA Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member for resolution of the FLSA Claim, which comprises a portion of the Individual Settlement Amount.

15. “Gross Settlement Fund” means \$3,795,000.00, which sum includes the Individual Settlement Amount (including all required withholdings from Individual Settlement Amount), Class Counsel Award, Class Representative Service Awards, Settlement Administration Costs, employee employment taxes and contributions, and interest. This is a non-reversionary settlement. In addition to the \$3,795,000 Gross Settlement Fund, Defendant shall be responsible for paying

any lawfully required employer share of payroll taxes. Other than any employer-side payroll taxes, Defendant shall have no obligation to pay any amount in excess of the Gross Settlement Fund in connection with this Agreement.

16. “Individual Settlement Amount” means the total amount payable from the Net Settlement Amount to each Settlement Class Member to resolve all claims, including the FLSA Claims. Individual Settlement Amounts will be calculated by the Settlement Administrator utilizing the formula set forth below. This will be paid in two checks: one paying for the FLSA Settlement Payment, and the other paying for resolution of all other claims.

17. “Long-Form Settlement Notice” means the notice of settlement available for review by Class Members through the website established by the Settlement Administrator, attached hereto as **Exhibit A**.

18. “Net Settlement Amount” means the Gross Settlement Fund, less Court-approved Class Counsel Award, Class Representative Service Awards, and Settlement Administration Costs, and all other Court-approved expenses or disbursements.

19. “Settlement Notice” means the short-form Notice of Class Action Settlement substantially in the form attached hereto as **Exhibit B**.

20. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either a Plaintiff or the Defendant, individually.

21. “Named Plaintiffs” means Delores Featherstone, Tadeusz Golebieski, Corrie Merrow, Kelly Dawn Davis, Lisa Marks, Michael Ruffcorn, Jimmy Tillman, Robert D. Haley, Jr., Farrah Rodriguez, and Elizabeth Salazar.

22. “Released Claims” means all claims for failure to pay overtime wages due as a result of calculating the regular rate of pay, as defined under the FLSA and/or state law, and any

related damages, penalties, interest and other amounts recoverable from such claims. The period of the Release shall extend commensurate with that of the Class Period, as defined above.

23. “Released Parties” means Defendant as named in the Action, and its affiliates and related entities, including, without limitation, its parents and subsidiaries, predecessors, successors, divisions, joint ventures and assigns, clients, and each of its past, present and/or future direct and/or indirect directors, officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-insurers, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, attorneys and personal or legal representatives.

24. “Request for Exclusion” means the Request for Exclusion Form substantially in the form attached as **Exhibit C**.

25. “Response Deadline” means the date thirty (30) days after the Settlement Administrator mails Notices to Class Members and is the last date on which Class Members may submit a Request for Exclusion or Objection to the Settlement.

26. “Settlement” means the disposition of the Action pursuant to this Agreement.

27. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for the costs and expenses associated with administration of this Settlement.

28. “Settlement Administrator” means Atticus Administration, LLC.

29. “Settlement Class Members” means Class Members who did not submit a timely and valid Request for Exclusion as provided in this Agreement.

**RECITALS**

30. Class Certification. Solely for the purposes of this Settlement, the Parties stipulate and agree to the certification of this Action pursuant to Rule 23 of the Federal Rules of Civil Procedure. Should the Settlement not become final and effective as herein provided, class certification shall immediately be revoked without prejudice and the Settlement Class immediately decertified (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

31. Relevant Procedural History. On February 10, 2023, Plaintiff Featherstone filed a putative class action Complaint against Defendant alleging claims for violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* (ECF No. 1).

32. Between February 10, 2023 and April 17, 2025, approximately 27 current and former hourly employees of Defendant filed consent forms to join this case. (ECF Nos. 5-6, 12-18, 20-21, 23-24, 43-44).

33. On June 5, 2023, the current Named Plaintiffs filed a First Amended Complaint against Defendant alleging claims for violations of the FLSA (Count I), violations of the Illinois wage statutes (Counts II and III), and violations of the Ohio wage statutes (Counts IV and V). All of Plaintiffs' claims related to Defendant's calculation of overtime using the statutory regular rate of pay requirements. (ECF No. 25).

34. On July 20, 2023, Defendant filed a Motion to Dismiss pursuant to Fed. R. Civ. P. 12(b)(6). (ECF No. 29). Plaintiffs filed their Response to Defendant's Motion (ECF No. 31) and Defendant filed its Reply. (ECF No. 33).

35. On March 29, 2024, the Court entered an Opinion and Order denying Defendant's Motion to Dismiss. (ECF No. 34).

36. On April 23, 2024, Defendant filed its Answer and Affirmative Defenses to Plaintiffs' First Amended Complaint. (ECF No. 37).

37. On April 25, 2024, the Court entered a Scheduling Order which set deadlines for, *inter alia*, discovery and dispositive motions. (ECF No. 39).

38. On July 15, 2024, the Court entered the Parties' Stipulated Order to Stay Case and Toll the Statute of Limitations of FLSA Collective Members (ECF No. 40) so that the Parties could engage in private mediation.

39. After the entry of the Stipulated Order, the parties agreed to mediate the case with esteemed mediator, Michael Russell, and Defendant produced time and pay records for approximately 1,000 hourly employees who worked in various facilities across the United States. From there, the Parties engaged in months of discussions and informal discovery regarding the scope of the putative collective/class and potential damages for the proposed collective members.

40. The Parties attended an all-day mediation with Mr. Russell on May 12, 2025 where they disputed the claims and defenses and negotiated at arm's length to reach a global resolution of all regular rate claims, for approximately 68,000 employees. The mediation resulted in the Parties' agreeing to settle the claims alleged in the Action under the terms set forth herein. All terms are subject to Court approval.

41. Benefits of Settlement to Class Members. Plaintiffs, Opt-in Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs, Opt-in Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs, Opt-in Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class Members. The named Plaintiffs and Class Counsel have also considered the extensive settlement negotiations conducted, including the Parties' efforts at mediation. Based on the foregoing, the Named Plaintiffs and Class Counsel determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Class Members.

42. Defendant's Reasons for Settlement. Defendant concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Named Plaintiffs and Class Members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to contend that Defendant is not liable for any of the claims set forth by Plaintiffs and Class Members, Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this

Agreement may be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.

43. Settlement Class Members Claims. Settlement Class Members have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

#### **TERMS OF THE AGREEMENT**

44. Release As To All Settlement Class Members. As of the Effective Date, in exchange for the Gross Settlement Fund, Settlement Class Members release the Released Parties from their Released Claims for the Covered Period. Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this Action and that are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims as defined above.

45. Tax Liability. The Parties and their counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any employee

taxes and penalties assessed on the payments described herein and will hold Defendant free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. In the event any taxing authority looks to Defendant for payment of taxes, interest or penalties in connection with the Individual Settlement Amounts made pursuant to this Agreement (excepting only Defendant's share of employer payroll taxes and other required employer withholdings), Settlement Class Members agree to hold Defendant harmless from payment of any such taxes, interest, penalties or other expenses incurred in connection with such payments.

46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such

attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

47. Settlement Administration. No more than seven (7) calendar days after the Court grants preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Settlement Notice to Class Members.

a. Settlement Website. The Settlement Administrator will create and maintain a website solely for purposes of assisting in the administration of the Settlement, including hosting relevant documents as directed and approved by Class Counsel and Defense Counsel.

b. Notice By First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No more than fourteen (14) calendar days after receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members by regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Class Member received the Settlement Notice.

c. Undeliverable Notices. Any Settlement Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the

forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will make reasonable efforts to obtain an updated mailing address (and Defendant will promptly provide employee Social Security Numbers if requested) within five (5) business days of the date of the return of the Settlement Notices. If an updated mailing address is identified, the Settlement Administrator will resend the Settlement Notices to the Class Member.

d. Settlement Notices. The Settlement Notice and the Long-Form Settlement Notice, substantially in the form attached as Exhibits A and B, shall list the number of pay periods worked by the Class Member during the Covered Period and the estimated Individual Settlement Amounts for each respective Class Member.

e. Disputes Regarding Individual Settlement Amounts. Class Members will have the opportunity, should they disagree with Defendant's records regarding the number of weeks worked stated on their Settlement Notices, to provide documentation and/or an explanation to show contrary weeks worked. Class Members must inform the Settlement Administrator within twenty (20) days of the postmark of the Settlement Notice if they dispute the number of weeks worked as stated in the Settlement Notice. The written dispute must be referred to as a "Dispute" and must: (a) state the class member's name, address, telephone number, and last four digits of his or her social security number; (b) be signed by the class member; (c) state the information the class member is challenging; (d) state his or her belief as to the correct number of weeks worked; (e) explain why the class member believes Defendant's records are mistaken and attach any documents or evidence in support of his/her contentions; (f) be postmarked, faxed, or emailed within twenty (20) days of the postmark of the Settlement Notice; and (g) returned to the Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with Class Counsel and Defense Counsel to determine whether an adjustment is warranted. The Settlement

Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Amount under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Amount shall be binding upon the Class Member and the Parties for purposes of this Agreement. Defendant's records will be presumed correct unless the Class Member provides documentation that shows Defendant's records are incorrect.

f. Exclusions. Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope, fax stamp, or date of the email transmission on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who submits a valid and timely Request for Exclusion will not be entitled to any recovery under the Settlement, will not be bound by the terms of the Settlement and will not have any right to object or appeal. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide Defense Counsel with a final list of the Class Members who have timely submitted written Requests for Exclusion and Class Counsel with a final list of identifying employee identification numbers (but not names) of Class Members who have timely submitted a Request for Exclusion. At no time shall any of the Parties or their counsel seek to

solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

g. Objections. The Settlement Notice shall state that Class Members who wish to object to the Settlement must mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. No extensions of time for the submission of objections will be given for any reason. The postmark date shall be deemed the exclusive means for determining that a Notice of Objection was filed and served timely. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the number of weeks worked by the Class Member during his or her employment with Defendant; (3) the last four digits of the Class Member’s Social Security number and/or the Employee ID number; (4) the name and case number of the Action; and (5) the factual and legal basis for the objection with any supporting documents and evidence. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members who timely object will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Counsel shall not represent any Class Members with respect to any such objections. The Settlement Administrator shall e-mail any objections to counsel for the Parties promptly upon receipt, and Class Counsel shall file any objections with the Court.

48. Funding and Allocation of Gross Settlement Fund. This is a non-reversionary Settlement in which Defendant will fund the entirety of the Gross Settlement Fund, and which

shall resolve and satisfy all Individual Settlement Amounts to be paid to the Settlement Class Members, the Court-approved Class Representative Service Awards, the Court-approved Class Counsel Award, and the Settlement Administration Costs. No amount of the Gross Settlement Fund will revert to Defendant. Other than the employer's share of payroll taxes as described in Section 14, Defendant will not be required to pay more than the Gross Settlement Fund amount of Three Million Seven Hundred Ninety-Five Thousand Dollars and No Cents (\$3,795,000.00) pursuant to this Agreement. No more than fourteen (14) calendar days after the Effective Date, Defendant shall provide the Gross Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. Defendant shall have the option in its sole discretion to provide the Gross Settlement Fund, or any portion thereof, to the Settlement Administrator at an earlier time or at earlier times without any pre-payment penalty. In the event Defendant has pre-paid all or any portion of the Gross Settlement Fund, but a final approval order is not issued or if issued is not sustained on appeal, for whatever reason, the Gross Settlement Fund shall be returned to Defendant in full, less one-half of Settlement Administration Costs incurred, within five (5) calendar days following a written request directed to the Settlement Administrator.

a. Individual Settlement Amounts. Individual Settlement Amounts will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Amounts for Settlement Class Members will be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address within fourteen (14) calendar days after the Settlement Administrator receives the entire amount of the Gross Settlement Fund for disbursement under this Agreement, but no sooner than fourteen (14) calendar days after the Effective Date. Individual Settlement Amounts will be allocated as follows: 50% as wages subject to withholding; 50% as liquidated damages. The Settlement Administrator will be

responsible for issuing a form W-2 for the amount deemed wages and an IRS Form 1099 for the portions allocated to liquidated damages. Any checks issued to Settlement Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of their issuance. After that time, any such uncashed checks will be paid to *cy pres* designee: United Way of Michigan. However, upon reaching the 90-day mark, the Settlement Administrator will send an email to each Settlement Class Member who has not cashed their checks to remind them that their checks will be paid to the *cy pres* designee if they do not cash their check by the 180-day deadline.

b. Calculation of Individual Settlement Amounts. The Settlement Administrator will calculate the total amount that each Settlement Class Member will receive. The Settlement Administrator will divide the Net Settlement Fund by the total number of weeks Settlement Class Members were employed (“Workweeks Amount”) as provided to the Settlement Administrator in the Class Information. The Settlement Administrator will multiply the Workweeks Amount by the total number of weeks that each Settlement Class Member was employed during the Class Period, as provided to the Settlement Administrator in the Class Information, to arrive at an estimated Individual Settlement Amount. The Settlement Administrator will consult with Defendant regarding its calculation of tax deductions and withholdings.

c. FLSA Opt-In. A portion of the Individual Settlement Amount will be allocated toward resolution of the FLSA Claims. This payment is defined above as the FLSA Settlement Payment and shall constitute 90% percent of the Individual Settlement Amount for each Class Member. The back of all FLSA Settlement Payment checks will provide that Class Members who endorse their FLSA Settlement Payment check by signing the back of the check and depositing or cashing the check will opt in to the FLSA Collective and FLSA Release. Those

who do not wish to opt in may simply refrain from depositing this sum, and this sum shall then be paid to the *cy pres* beneficiary.

All settlement checks to Settlement Class Members shall contain, on the back of the check, the following limited endorsement:

By cashing this check, I consent to join the case entitled *Featherstone, et al. v. FCA US, LLC*, United States District Court, Eastern District of Michigan, Case No. 2:23-cv-10362, and I hereby release FCA US, LLC from any and all claims, rights, causes of action and liabilities, whether known or unknown, for any and all types of relief under the Fair Labor Standards Act, as well as equivalent state laws in Illinois and Ohio, including without limitation claims for failure to pay overtime due to miscalculation of the regular rate of pay (only) and any and all claims for recovery of compensation, overtime pay, minimum wage, liquidated damages, interest, and/or penalties tied to such claims, that arose or accrued at any time from February 10, 2020 through May 12, 2025, arising from my employment with FCA US, LLC.

Any modification or amendment of the above language by the Settlement Class Member, at Defendant's discretion, may not be accepted, and may void the settlement check. The Administrator shall provide Defendant signed copies of each settlement check after they have been cashed, which Defendant may, but is not required to, file with the Court.

d. Class Representative Service Awards. Defendant agrees not to oppose or object to any application or motion by Class Counsel for Class Representative Service Awards in the amount of \$10,000 for Named Plaintiff Featherstone and \$2,500 to every other Named Plaintiff (for a total of \$32,500), for each of their time and effort in bringing and prosecuting this matter. The Class Representative Service Awards shall be paid to the Named Plaintiffs from the Gross Settlement Fund no later than fourteen (14) calendar days after the Settlement is fully funded, but no earlier than fourteen (14) calendar days after the Final Effective Date. Any portion of the requested Class Representative Service Awards that is not awarded to the Named Plaintiffs shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to

the Named Plaintiffs for their Class Representative Service Awards. The Named Plaintiffs each shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Awards. The Class Representative Service Awards shall be in addition to the Named Plaintiffs' Individual Settlement Amounts as Settlement Class Members. In the event that the Court reduces or does not approve the requested Class Representative Service Awards, the Named Plaintiffs shall not have the right to revoke or renegotiate the Settlement, or file an appeal, and it will remain binding.

e. Class Counsel Award. By way of motion Class Counsel shall seek an award of attorneys' fees not to exceed 33-1/3% of the Gross Settlement Fund, plus reimbursement of actual litigation costs and expenses incurred by Class Counsel in prosecuting the Action (estimated to not exceed \$25,000.00), as may be supported by a declaration from Class Counsel. In the event that the Court reduces or does not approve the requested Class Counsel Award, Class Counsel shall not have the right to revoke this Agreement, and it will remain binding. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Class Counsel Award shall be paid to Class Counsel from the Gross Settlement Fund no later than three (3) calendar days after the Settlement is fully funded, but not earlier than fourteen (14) days after the Final Effective Date. The Settlement Administrator will issue to Sommers Schwartz, P.C., a Form 1099 with respect to the awarded Class Counsel Award. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. Class Counsel shall retain the right to appeal any award by the Court for attorneys' fees that does not equal 33-1/3% of the Gross Settlement Fund. The difference

between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending Class Counsel's appeal. Interest shall accrue on the retained amount at the legal interest rate. If Class Counsel's appeal is unsuccessful, any money not awarded to Class Counsel in the possession of the Settlement Administrator along with interest shall be reallocated to the Settlement Class Members and Class Counsel shall pay any additional costs, interests, or fees incurred by the Settlement Administrator for this purpose.

f. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Fund. The estimate of such costs of administration for the disbursement of the Gross Settlement Fund is approximately \$196,000.00. No fewer than twenty-one (21) calendar days prior to the Final Approval Hearing/Settlement Fairness Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the final costs of administration of this Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement, but no earlier than fourteen (14) days following the Final Effective Date. The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court.

g. Cooperation. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the

Settlement Administrator that could create a conflict of interest.

h. Distribution of Payments. The Settlement Administrator shall be responsible for: processing and mailing Court-approved payments to Named Plaintiffs, Class Counsel, and Settlement Class Members; printing and mailing the Settlement Notices to the Class Members as directed by the Court; receiving and reporting the Requests for Exclusion, and Notices of Objection submitted by Class Members; deducting taxes from Individual Settlement Payments and distributing and filing tax forms; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final accounting of the Gross Settlement Fund and report the amount of all payments to be made to each Settlement Class Member by employee number only.

i. No person shall have any claim against Defendant, Defendant's counsel, Named Plaintiffs, Settlement Class Members, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

49. Option to Terminate Settlement.

a. If, after the Response Deadline and before the Final Approval/Settlement Fairness Hearing, the number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is ten percent (10%) or more of all Class Members, Defendant shall have the right, in its sole discretion, to revoke this Settlement and stipulation to class certification. If Defendant elects to exercise its option to terminate this Agreement, Defendant shall: (i) provide

written notice to Class Counsel within seven (7) calendar days after the Response Deadline; and (ii) pay the Settlement Administration Costs incurred up to the date or as a result of the termination. If Defendant exercises its right to terminate the Settlement under this sub-Paragraph, the Parties thereafter shall proceed in all respects as if this Agreement had not been executed.

b. If, after the Response Deadline and before the Final Approval/Settlement Fairness Hearing, the number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is at least five percent (5%), but less than percent (10%), or more of all Class Members, Named Plaintiffs shall have the right, in their sole discretion, either to terminate the Agreement or continue to enforce it with a decrease in the Gross Settlement Fund proportionate to the number of aggregate work weeks worked during the Class Period by the individuals seeking exclusion. If Named Plaintiffs elect to exercise its option to terminate this Agreement, Named Plaintiffs shall: (i) provide written notice to Defendants within seven (7) calendar days after the Response Deadline; and (ii) pay the Settlement Administration Costs incurred up to the date or as a result of the termination. If Named Plaintiffs exercise this right to terminate the Settlement under this sub-Paragraph, the Parties thereafter shall proceed in all respects as if this Agreement had not been executed.

c. Defendant estimates that there are approximately 68,000 Class Members. If the actual number of Class Members identified in the Class Information Defendant provides to the Settlement Administrator to receive the Settlement Notice exceeds 68,000 by five percent (5%), Named Plaintiffs shall have the sole and absolute discretion to terminate the Agreement, unless Defendant agrees to increase the Gross Settlement Fund proportionate to the number of additional individuals in excess of 68,000 based on the additional aggregate weeks worked during the Class Period covering the 68,000 Class Members. If Named Plaintiffs intend to exercise their right to

terminate the Settlement pursuant to this provision, they shall: (i) provide written notice to Defense Counsel within seven (7) days after being notified of the number of Class Members contained in the Class Member Information, and allow Defendant not less than seven (7) days within which to advise whether it will proportionately increase the Gross Settlement Amount, and (ii) pay the Settlement Administration Costs then incurred. If Named Plaintiffs exercise their right to terminate the Settlement under this sub-Paragraph, the Parties thereafter shall proceed in all respects as if this Agreement had not been executed.

50. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Service Awards, (iii) Individual Settlement Payments, and (iv) the Settlement Administration Costs. After granting final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

51. Nullification of Agreement. In the event: (i) the Court does not grant preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties. In the

event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to its being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty (30) days of such notification.

52. No Effect on Employee Benefits. Amounts paid to Named Plaintiffs and to Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, any incentive compensation program, *etc.*) of Named Plaintiffs or Settlement Class Members. All payments to Named Plaintiffs and Settlement Class Members made pursuant to this Agreement shall be deemed paid solely in the year in which such payments actually are received. It is expressly understood and agreed that the receipt of such payments will not entitle Named Plaintiffs or any Settlement Class Member to additional compensation or benefits under any of Defendant's bonus, contest or other compensation or benefit plans or agreements in place during the Class Period, nor will it entitle any Named Plaintiffs or Settlement Class Members to any increased retirement, 403b plan, 401k benefits or matching benefits or deferred compensation benefits. It is the intent of this Settlement that the payments provided for in the Agreement are the sole payments to be made by Defendant to Named Plaintiffs and the Settlement Class Members, and that Named Plaintiffs and the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the payments hereunder (notwithstanding any contrary language or agreement in any benefit or compensation plan document or any collective bargaining agreement that might have been in effect during the Class Period).

53. No Admission by the Parties. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession or omission by Defendant.

54. Motions for Preliminary and Final Approval. The Parties and their counsel will cooperate with one another and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval.

55. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

56. Interim Stay of Proceedings. The Parties agree to stay all proceedings in this Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

57. Dismissal of the Action. Named Plaintiffs and Class Counsel agree to promptly seek dismissal of and use their best efforts to obtain dismissal of the Action after the Final Approval is ordered by the Court.

58. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

59. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the

representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

60. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

61. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. The person signing this Agreement on behalf of the Defendant represents and warrants that he or she is authorized to sign this Agreement on Defendant's behalf. Named Plaintiffs each represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

62. Execution by Settlement Class Members. The Parties agree that it is impossible or impracticable to have each Settlement Class Member execute this Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such will have the same force and effect as if each Settlement Class Member executed this Agreement.

63. Binding on Successors and Assigns. This Agreement shall be binding upon, and

inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

64. Michigan Law Governs. All terms of this Agreement and the Exhibits hereto and any procedural disputes arising hereunder shall be governed by and interpreted according to the laws of the State of Michigan.

65. Construction of Agreement. The Parties agree that the terms and conditions of this Joint Stipulation of Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement will not be construed in favor of or against any of the Parties by reason of their participation in drafting of this Agreement.

66. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

67. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

68. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

69. Invalidity of Any Provision. Before declaring any provision of this Agreement

invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

70. Publicity. Plaintiffs and Class Counsel shall not disclose the terms of this settlement publicly until the motion for preliminary approval is filed.

71. Dispute Resolution. In the event of a dispute between the Parties concerning the drafting or substantive terms of the Agreement, the Motions for Preliminary and Final Approval, or other Settlement documentation, the Parties agree that such a dispute shall be submitted for resolution to Michael Russell whose decision shall be final, binding, and not subject to further review or appeal of any kind. Any costs associated therewith shall come from the Settlement Amount.

***NAMED PLAINTIFFS:***

Dated: \_\_\_\_\_

\_\_\_\_\_  
DELORES FEATHERSTONE

Dated: 12/5/25

Tadeusz Golebiewski  
TADEUSZ GOLEBIEWSKI

Dated: \_\_\_\_\_

\_\_\_\_\_  
CORRIE MERROW

Dated: \_\_\_\_\_

\_\_\_\_\_  
KELLY DAWN DAVIS

Dated: \_\_\_\_\_

\_\_\_\_\_  
LISA MARKS

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***NAMED PLAINTIFFS:***

Dated: \_\_\_\_\_

\_\_\_\_\_  
DELORES FEATHERSTONE

Dated: \_\_\_\_\_

\_\_\_\_\_  
TADEUSZ GOLEBIESKI

Dated: 12/10/2025

*Corrie Merrow*  
\_\_\_\_\_  
CORRIE MERROW

Dated: \_\_\_\_\_

\_\_\_\_\_  
KELLY DAWN DAVIS

Dated: \_\_\_\_\_

\_\_\_\_\_  
LISA MARKS

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***NAMED PLAINTIFFS:***

Dated: \_\_\_\_\_

\_\_\_\_\_  
DELORES FEATHERSTONE

Dated: \_\_\_\_\_

\_\_\_\_\_  
TADEUSZ GOLEBIESKI

Dated: \_\_\_\_\_

\_\_\_\_\_  
CORRIE MERROW

Dated: 12/10/2025

*Kelly Davis*  
\_\_\_\_\_  
KELLY DAWN DAVIS

Dated: \_\_\_\_\_

\_\_\_\_\_  
LISA MARKS

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***NAMED PLAINTIFFS:***

Dated: \_\_\_\_\_

\_\_\_\_\_  
DELORES FEATHERSTONE

Dated: \_\_\_\_\_

\_\_\_\_\_  
TADEUSZ GOLEBIESKI

Dated: \_\_\_\_\_

\_\_\_\_\_  
CORRIE MERROW

Dated: \_\_\_\_\_

\_\_\_\_\_  
KELLY DAWN DAVIS

Dated: 12/14/2025

*Lisa Marks*  
\_\_\_\_\_  
LISA MARKS

Dated: 12/04/2025 \_\_\_\_\_

*Michael Ruffcorn*  
\_\_\_\_\_  
MICHAEL RUFFCORN

Dated: \_\_\_\_\_

\_\_\_\_\_  
JIMMY TILLMAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT D. HALEY, JR.

Dated: \_\_\_\_\_

\_\_\_\_\_  
FARRAH RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ELIZABETH SALAZAR

***CLASS COUNSEL:***  
***As to Paragraphs 55, 56, and 65 only,***

Dated: \_\_\_\_\_

\_\_\_\_\_  
JESSE L. YOUNG  
SOMMERS SCHWARTZ, P.C.  
*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RUFFCORN

Dated: 12/16/2025

*Jimmy Tillman*  
\_\_\_\_\_  
JIMMY TILLMAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT D. HALEY, JR.

Dated: \_\_\_\_\_

\_\_\_\_\_  
FARRAH RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ELIZABETH SALAZAR

***CLASS COUNSEL:***  
***As to Paragraphs 55, 56, and 65 only,***

Dated: \_\_\_\_\_

\_\_\_\_\_  
JESSE L. YOUNG  
SOMMERS SCHWARTZ, P.C.  
*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RUFFCORN

Dated: \_\_\_\_\_

\_\_\_\_\_  
JIMMY TILLMAN

Dated: 12/04/2025

*Robert Haley Jr*

\_\_\_\_\_  
ROBERT D. HALEY, JR.

Dated: \_\_\_\_\_

\_\_\_\_\_  
FARRAH RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ELIZABETH SALAZAR

***CLASS COUNSEL:***  
***As to Paragraphs 55, 56, and 65 only,***

Dated: \_\_\_\_\_

\_\_\_\_\_  
JESSE L. YOUNG  
SOMMERS SCHWARTZ, P.C.  
*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RUFFCORN

Dated: \_\_\_\_\_

\_\_\_\_\_  
JIMMY TILLMAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT D. HALEY, JR.

Dated: 12/10/2025

*Farrah Rodriguez*  
\_\_\_\_\_  
FARRAH RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ELIZABETH SALAZAR

***CLASS COUNSEL:***  
***As to Paragraphs 55, 56, and 65 only,***

Dated: \_\_\_\_\_

\_\_\_\_\_  
JESSE L. YOUNG  
SOMMERS SCHWARTZ, P.C.  
*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RUFFCORN

Dated: \_\_\_\_\_

\_\_\_\_\_  
JIMMY TILLMAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT D. HALEY, JR.

Dated: \_\_\_\_\_

\_\_\_\_\_  
FARRAH RODRIGUEZ

Dated: 12/04/2025

*Elizabeth Salazar*  
\_\_\_\_\_  
ELIZABETH SALAZAR

***CLASS COUNSEL:  
As to Paragraphs 55, 56, and 65 only,***

Dated: \_\_\_\_\_

\_\_\_\_\_  
JESSE L. YOUNG  
SOMMERS SCHWARTZ, P.C.  
*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL RUFFCORN

Dated: \_\_\_\_\_

\_\_\_\_\_  
JIMMY TILLMAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBERT D. HALEY, JR.

Dated: \_\_\_\_\_

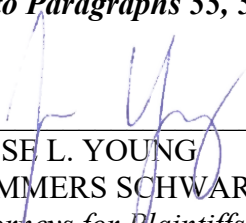
\_\_\_\_\_  
FARRAH RODRIGUEZ

Dated: \_\_\_\_\_

\_\_\_\_\_  
ELIZABETH SALAZAR

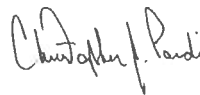
***CLASS COUNSEL:***  
***As to Paragraphs 55, 56, and 65 only,***

Dated: 12/5/2025 \_\_\_\_\_

  
\_\_\_\_\_  
JESSE L. YOUNG  
SOMMERS SCHWARTZ, P.C.  
*Attorneys for Plaintiffs*

**DEFENDANT:**

Dated: Dec 14, 2025



By: \_\_\_\_\_  
Name Christopher J. Pardi  
Title Senior Vice President and General Counsel  
FCA US, LLC

**COUNSEL FOR DEFENDANT:**  
*As to Paragraphs 55 and 65 only,*

Dated: \_\_\_\_\_

\_\_\_\_\_  
BERNARD J. BOBBER  
OGLETREE DEAKINS

# EXHIBIT A

**LONG-FORM NOTICE OF PROPOSED CLASS/COLLECTIVE ACTION  
SETTLEMENT AND FINAL APPROVAL HEARING**

To: All current and former hourly production employees who worked for FCA US, LLC in any United States facility between February 10, 2020 and May 12, 2025.

**PLEASE READ THIS LONG-FORM NOTICE CAREFULLY**

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY FCA US, LLC. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST RETURN YOUR COMPLETED ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM (“REQUEST FOR EXCLUSION”), DATED, SIGNED, AND POSTMARKED BY NOT LATER THAN [REDACTED], 2026 [INSERT DATE 45 DAYS AFTER NOTICE], OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED CLASS MEMBER SETTLEMENT INFORMATION SHEET AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH DEFENDANTS IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING, AND YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF THE CLASS MEMBER SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN (THE “COURT”), ENTERED ON [REDACTED], 2026, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**WHAT IS THIS NOTICE ABOUT?**

A proposed settlement (the “Settlement”) has been reached between Plaintiffs Delores Featherstone, Tadeusz Golebieski, Corrie Mellow, Kelly Dawn Davis, Lisa Marks, Michael Ruffcorn, Jimmy Tillman, Robert D. Haley, Jr., Farrah Rodriguez, and Elizabeth Salazar (“Plaintiffs”) and Defendant FCA US, LLC (“Defendant”), in the class action pending in the Court (the “Action”) brought on behalf of the following individuals (the “Class”):

All current and former hourly employees who worked for FCA US, LLC in the United States any time between October 14, 2017 and May 12, 2025.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Defendant’s records indicate that you are a member of the Class. This notice is designed to inform you of how you can object to the Settlement or elect not to participate in the Settlement. Unless you submit an election not to participate in the Settlement, the Settlement if finally approved by the Court will be binding upon you.

**WHAT IS THIS LAWSUIT ABOUT?**

The Action, which is currently pending in the U.S. District Court for the Eastern District of Michigan (the “Court”), is titled Featherstone, et al. v. FCA US, LLC, Case No. 2:23-cv-10362.

In the Action, Plaintiffs allege that hourly production employees employed by Defendant in the United States were not properly paid overtime because Defendant failed to calculate their regular rate of pay in the computation of overtime pay. Based on those allegations, Plaintiffs asserted claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, claims under the Illinois Minimum Wage Law and the Illinois Wage Payment and Collection

Act, and claims under the Ohio Minimum Fair Wage Standards Act and the Ohio Prompt Pay Act. Plaintiffs seek the recovery of unpaid overtime wages, liquidated damages, interest, costs, attorneys' fees, and other relief. Plaintiffs sued on behalf of themselves and all other individuals allegedly similarly situated to them with respect to the claims asserted.

Defendant denies all of Plaintiffs' material allegations. Specifically, Defendant contends, among other things, that the hourly employees were paid properly for all of their overtime; that Plaintiff cannot recover under the claims they asserted; that Defendant acted in good faith with respect to the matters that Plaintiffs allege; that a class could not be appropriately certified in the Action; and if a class were certified, Defendant's defenses to Plaintiffs' claims would be applicable to the claims of the class.

After good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an uncertain outcome, and the cost and length of full litigation with possible appeals, Plaintiffs and Defendant agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly-disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims in the Action have merit or that it has any liability to Plaintiffs or the proposed class on those claims. On the contrary, Defendant denies any and all such liability. Defendant reserves the right to object to any claim if for any reason the Settlement fails.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation that could take years to resolve. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

## SUMMARY OF THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

### WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

All current and former hourly employees who worked for FCA US, LLC in the United States any time between October 14, 2017 and May 12, 2025.

### WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Defendant will pay \$3,795,000.00 as the Gross Settlement Amount. Additionally, Defendant will pay any employer-side payroll taxes related to Individual Settlement Payments. The Gross Settlement Amount will fund all payments to be made under the Settlement.
2. Out of the Gross Settlement Amount, Defendant will pay to each Class Member who does not submit a valid and timely Request for Exclusion (a "Settlement Class Member") an amount that is calculated as follows:

The Settlement Administrator will calculate the total amount that each Settlement Class Member will receive. The Settlement Administrator will divide the Net Settlement Fund by the total number of weeks Settlement Class Members were employed ("Workweeks Amount") as provided to the Settlement Administrator in the Class Information. The Settlement Administrator will multiply the Workweeks Amount by the total number of weeks that each Settlement Class Member was employed during the Class Period, as provided to the Settlement Administrator in the Class Information, to arrive at an estimated Individual Settlement Amount.

Individual Settlement Amounts will be allocated as follows: 50% as wages subject to withholding; 50% as liquidated damages. The Settlement Administrator will be responsible for issuing a form W-2 for the amount deemed wages and an IRS Form 1099 for the portions allocated to liquidated damages.

3. The “Net Settlement Amount” means the Gross Settlement Fund, less Court-approved Class Counsel Award, Class Representative Service Awards, Settlement Administration Costs, and all other Court-approved expenses or disbursements.
4. Following the court-approved deductions from the Gross Settlement Amount, the remaining Net Settlement Amount will be paid out entirely to all Settlement Class Members pursuant to the formula set forth in paragraph 2 above. An approximation of your Individual Settlement Payment based on these assumptions appears on your Settlement Class Member Information Sheet accompanying this notice. Your actual Individual Settlement Payment may be more or less once awarded.
5. The Individual Settlement Payments and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.
6. You will be included in the Settlement and receive your proportional share of the Settlement unless you complete and submit by the deadline of [REDACTED], 2026 [INSERT DATE 45 DAYS AFTER NOTICE], a Request for Exclusion form that is provided with this notice and in accordance with the conditions for submitting that Exclusion. If you do not complete and submit this form in accordance with the conditions for submitting that Exclusion, you will be bound by this Settlement and receive a Settlement Share.
7. If ten percent (10%) or more of Settlement Class Members submit a valid Request for Exclusion, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount. If the actual number of Class Members exceeds the amount of Class Members identified by Defendants to receive notice, 68,000, by five percent (5%) or more, Plaintiffs shall have the sole and absolute discretion to terminate the Settlement unless Defendant agrees to increase the Gross Settlement Fund proportionate to the number of additional individuals in excess of 68,000 based on the additional aggregate weeks worked during the Class Period.
8. The Court has appointed Atticus Administration, LLC to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Settlement Class Member’s entitlement to an Individual Settlement Payment.
9. If you dispute the accuracy of any of the information used to calculate your Individual Settlement Payment, shown on your enclosed Settlement Class Member Information Sheet, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Settlement Class Member Information Sheet to the Settlement Administrator by the deadline of [REDACTED], 2026, informing the Settlement Administrator of the fact of the dispute and the basis for your contention that different information is correct for you (including any documentary evidence that you have to support your contention). In the event of such a dispute, Defendant will manually review its payroll and personnel records to verify the correct information. Defendant’s records will have a rebuttable presumption of correctness. After consultation with you, Class Counsel, and Defendant, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on you and Defendant, and non-appealable.
10. The Settlement includes a release of Defendant as named in the Action, and its affiliates and related entities, including, without limitation, their parents and subsidiaries, predecessors, successors, divisions, joint ventures and assigns, clients, and each of their past, present and/or future direct and/or indirect directors, officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-insurers, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, attorneys and personal or legal representatives (“Released Parties”), from any and all claims, rights, causes of action and liabilities, whether known or unknown, for any and all types of relief under the Fair Labor Standards Act, as well as equivalent state laws in Illinois and Ohio, including without limitation claims for failure to pay overtime and any and all claims for recovery of compensation, overtime pay, minimum wage, liquidated damages, interest, and/or penalties tied to such claims, that arose or accrued at any time from February 10, 2020 through May 12, 2025, arising from my employment with FCA US, LLC. (the “Released Claims”).

All settlement checks to Settlement Class Members shall contain, on the back of the check, the following limited endorsement:

By cashing this check, I consent to join the case entitled *Featherstone, et al. v. FCA US, LLC*, United States District Court, Eastern District of Michigan, Case No. 2:23-cv-10362, and I hereby release FCA US, LLC from any and all claims, rights, causes of action and liabilities, whether known or unknown, for any and all types of relief under the Fair Labor Standards Act, as well as equivalent state laws in Michigan, Illinois and Ohio, including without limitation claims for failure to pay overtime due to miscalculation of the regular rate of pay (only) and any and all claims for recovery of compensation, overtime pay, minimum wage, liquidated damages, interest, and/or penalties tied to such claims, that arose or accrued at any time from February 10, 2020 through May 12, 2025, arising from my employment with FCA US, LLC.

11. **Class Representative Service Awards:** In addition to their Individual Settlement Payment as a Settlement Class Members, the Named Plaintiffs will seek approval from the Court for payment of Class Representative Service Awards in the amount of \$10,000 for Named Plaintiff Featherstone and \$2,500 to every other Named Plaintiff (for a total of \$32,500) for their time and effort in bringing and prosecuting this matter in exchange for the Released Claims.
12. **Class Counsel Attorneys' Fees and Expenses Payment:** Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that attorneys' fees are paid only if money is recovered for the Class. It is common to award attorneys' fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the final approval hearing, Jesse L. Young of Sommers Schwartz, P.C., will request up to \$1,265,000.00 for attorneys' fees (33 1/3% of the Gross Settlement Amount) and up to \$25,000.00 for litigation expenses incurred by Class Counsel (Sommers Schwartz, P.C. and Melmed Law Group P.C.) in connection with this case. This amount constitutes full and complete compensation for all legal fees, costs and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Gross Settlement Amount.
13. **Costs of Administration:** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, not to exceed \$196,000.00, will be paid out of the Gross Settlement Amount.
14. **Deadline to Cash Individual Settlement Payment Checks:** Any Individual Settlement Payment checks that are not cashed within one-hundred-eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the Release of claims provided for herein and the Settlement Class Member shall be deemed to, nevertheless, be bound by the Release of claims provided herein. Any uncashed check proceeds will be allocated to the United Way of Michigan.
15. **Plaintiff's and Class Counsel's Support of the Settlement:** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification and a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

## WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you elect not to participate in the Settlement, you are a part of the Class,

you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Defendants and the other released parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

- 2. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval. Your objection must be submitted in writing.

**MAIL YOUR OBJECTION TO:**

Clerk's Office  
U.S. District Court, Eastern District of Michigan  
Theodore Levin U.S. Courthouse  
231 W. Lafayette Blvd, Room 599  
Detroit, MI 48226

*Featherstone, et al. v. FCA US, LLC*, Settlement Administrator



**CLASS COUNSEL**

Jesse L. Young  
SOMMERS SCHWARTZ, P.C.  
141 E. Michigan Ave., Suite 600  
Kalamazoo, Michigan 49007  
[jyoung@sommerspc.com](mailto:jyoung@sommerspc.com)

**DEFENDANTS' COUNSEL**

Jesse R. Dill  
OGLETREE DEAKINS  
1243 N. 10<sup>th</sup> Street, Suite 200  
Milwaukee, Wisconsin 53205  
[jesse.dill@ogeltree.com](mailto:jesse.dill@ogeltree.com)

**DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL.**

Any written objection must contain (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider.

Written objections to the Settlement must be mailed by not later than [REDACTED], 2026. **[INSERT DATE 45 DAYS AFTER NOTICE]**

If you submit a timely written objection, you also may appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so, but only if you indicate in your objection that you intend to appear.

If the Court overrules your objection and you did not submit a timely and valid Request for Exclusion in the Settlement, you will be bound by the terms of the Settlement and receive an Individual Settlement Payment.

**Settlement Class Member Information Sheet:** The enclosed Settlement Class Member Information Sheet provides the information on which your Individual Settlement Payment will be calculated and an estimate of your Individual Settlement Payment if all Class Members participate and all payment amounts are awarded; your actual Individual Settlement Payment may be more or less. If the information in the Settlement Class Member Information Sheet (including your mailing address) is correct, you need not return the form. If the information contained in the Settlement Class Member Information Sheet is not correct, correct the information on the sheet and return it to the Settlement Administrator. If you believe information is incorrect, state on the Settlement Class Member Information Sheet what you contend is the incorrect information and (other than with respect to your name, your address, and the

last four digits of your Social Security number) include any documentation you have to support that contention. The Settlement Class Member Information Sheet must be completed, signed by you, and returned to the Settlement Administrator postmarked by not later than [REDACTED], 2026 [INSERT DATE 30 DAYS AFTER NOTICE]. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Individual Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Individual Settlement Payment.

**Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement, you must complete the enclosed Request for Exclusion. The Request for Exclusion must be completed, dated, signed by you, and returned to the Settlement Administrator by not later than [REDACTED], 2026 [INSERT DATE 45 DAYS AFTER NOTICE]. A Class Member who fails to mail a Request for Exclusion in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement, and will receive an Individual Settlement Payment, if the Settlement is approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

Any person who submits a complete and timely Request for Exclusion from the Settlement Administrator will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive an Individual Settlement Payment, and he or she will not be included in calculating the Individual Settlement Payment of any other Settlement Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Defendant. An incomplete or unsigned Request for Exclusion will be deemed invalid.

Consistent with Defendant's policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

**Settlement Administrator's Address:** If applicable, send your corrected Settlement Class Member Information Sheet or your Request for Exclusion to the Settlement Administrator at the following address:

*Featherstone, et al. v. FCA US, LLC*, Settlement Administrator

[REDACTED]  
[REDACTED]

## FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2026, at [REDACTED] a.m., in Courtroom [REDACTED] of the U.S. District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd, Detroit, MI 48226, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Service Awards and the Class Counsel Attorneys' Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

## GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court and which will be available upon request to the Settlement Administrator. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Clerk's Office, U.S. District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd, Room 599, Detroit, MI 48226, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator.

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL THE CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR.**

Dated: [REDACTED], 2026.  
By Order of the Court

# EXHIBIT B

On **PAO DATE**, the US District Court for the Eastern District of Michigan preliminarily approved a class action settlement in the case *Featherstone, et al. v. FCA US, LLC*, Case No. 2:23-cv-10362.

**You could get a payment from a class action settlement if you worked as an hourly employee in the United States for FCA US, LLC. at any time from February 10, 2020 through May 12, 2025 .**

This Notice is only a *summary* of the class action settlement. You can (and are encouraged to) access and review the full Notice of Proposed Class/Collective Action Settlement and Final Approval Hearing (“Long Form Notice”), that includes all of the settlement terms to which you are bound, on the Settlement Website at **[www. SettlementWebsite.com](http://www.SettlementWebsite.com)**.

FEATHERSTONE v. FCA US, LLC  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
SAINT PAUL MN 55164

<<BARCODE>>  
<<barcode txt>>\_<<SEQ>>

Claimant ID>> <<CLAIMANTID>>  
<<FIRST NAME>> <<LAST NAME>>  
<<ADDRESS1>> <<ADDRESS2>>  
<<CITY>> <<ST>> <<ZIP CODE>>

**What does the settlement provide?** FCA US, LLC will pay \$3,795,000.00 (“Gross Settlement Fund”) to end this lawsuit. The proposed deductions from the Gross Settlement Fund for payments to the Class Representatives, Class Counsel, and the Settlement Administrator are included in the Long Form Notice. Participating Class Members will receive a portion of the Net Settlement Fund based on the time they worked for FCA US, LLC as an hourly production employee at any time from February 10, 2020 through May 12, 2025 (the “Class Period”) and the allocations and calculations set forth in the Long Form Notice.

**How much will my payment be?** Defendant’s records show you worked <<workweeks>> workweeks for FCA US, LLC in the United States as an hourly production employee during the Class Period and that you are a <<FLSA, Rule 23 State Law and/or Rule 23 Breach of Contract>> Class Member. Your estimated Individual Settlement Amount is \$<<estimated\_payment>>. Your actual payment may be more or less than this amount. If you believe the workweeks shown here are incorrect, you can provide corrected information and any proof you have to support your position by **Notice Date +20 days**. For more information or to submit an online correction, please go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com).

**What are my Options?** If you choose to participate and the Court approves the settlement, a check will be mailed to your address on file. To exclude yourself from the settlement you must complete and submit a Request for Exclusion Form by no later than **Notice Date + 45 days**. To object to the settlement, you must submit a written objection by no later than **Notice Date + 45 days**. For details about excluding yourself or objecting to the settlement, and to access the Request for Exclusion Form, please visit the settlement website at [www.SettlementWebsite.com](http://www.SettlementWebsite.com).

Final Approval: The Court will hold a final approval hearing on **Date**, 2025 at **TIME/ZONE** to determine whether the settlement should be approved and to consider the requests for a Class Representative Service Award, Class Counsel Award, and Settlement Administration Costs.

For more information, including access to the Long Form Notice, visit the settlement website at [www.SettlementWebsite.com](http://www.SettlementWebsite.com) (scan QR code) or call **1-8XX-XXX-XXXX**.



# EXHIBIT C

**FEATHERSTONE v. FCA US, LLC**  
**U.S. District Court for the Eastern District of Michigan**  
**Case No. 2:23-cv-10362**

**REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT**

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE YOUR SETTLEMENT SHARE, DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST DATE AND SIGN THIS DOCUMENT AND MAIL IT BACK TO THE ADDRESS BELOW, POSTMARKED NOT LATER THAN [REDACTED], 2026 [INSERT 45 DAYS AFTER NOTICE DATE]:**

*Featherstone v. FCA US, LLC*, Settlement Administrator



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I have received the enclosed NOTICE OF PROPOSED CLASS/COLLECTIVE ACTION SETTLEMENT AND FINAL APPROVAL HEARING and I wish to be excluded from the Settlement Class and to *not* participate in the proposed Settlement. I understand this means that I will not be bound by the settlement and will not share in the Settlement proceeds, but I will retain the right, if any, to pursue a claim against FCA US, LLC with respect to the matters raised in the action referenced above.

Typed or Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number, Including Area Code: \_\_\_\_\_

Last four digits of Social Security number: xxx-xx-\_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
(signature)