

JEEP WRANGLER 4XE
-AND-
JEEP GRAND CHEROKEE 4XE

(PLUG-IN HYBRID ELECTRIC VEHICLE – PHEV)

QUEBEC CLASS ACTION AUTHORIZED

NOTICE TO CLASS MEMBERS

YOU HAVE NOTHING TO PAY

By Judgments dated September 5 and November 17, 2025, the Superior Court of Quebec authorized the bringing of a class action against **FCA Canada Inc.** and **FCA US LLC** (hereinafter collectively “**FCA**” or “**Defendants**”) on behalf of the following Class:

All persons in Quebec who own, owned, lease, leased and/or used one or more of the **Subject Vehicles**, namely:

- 2021-2025 Jeep Wrangler plug-in hybrid electric vehicles;
- 2022-2025 Jeep Grand Cherokee plug-in hybrid electric vehicles;

or any other Group(s) or Sub-Group(s) to be determined by the Court

(hereinafter the “**Class** ”or the “**Class Members**”)

Plaintiffs were ascribed the status of representatives to act on behalf of the Class Members. They allege in their action that the Plug-in Hybrid Electric (PHEV) Subject Vehicles suffer from common latent design and/or manufacturing defects related to their high-voltage batteries. FCA denies any liability and is contesting the class action.

If the class action is successful, all persons in **Quebec** corresponding to the Class mentioned above may be eligible to receive compensation, including without limitation a full or partial reimbursement of the purchase or lease price for the Subject Vehicle and/or proper recall and repairs to their vehicle, other compensatory and/or moral damages, and punitive damages.

The authorization judgment is a preliminary step which allows the class action to begin. This judgment does not decide the liability of FCA. The allegations raised in this class action have not yet been proven. FCA denies any liability and will have the opportunity to present its defenses at trial. It is following this trial, which will be held in the district of Montreal, that the Superior Court will decide whether FCA has violated the law as alleged and whether FCA must be ordered to properly recall and repair the Subject Vehicles (failing which to annul the sale or lease contracts) and/or pay anything to the Class Members and, if so, in what amounts.

As a Class Member, **you do not have to pay for the attorney fees** which will be paid from the damages that may be awarded through the class action, if applicable. The Court will be asked to decide the reasonableness of Class Counsel legal fees. In case of success, Plaintiffs also ask the Court to condemn **FCA** to pay their Class Counsel's legal fees and expenses, in addition to the amount claimed for the Class Members. The Court may, however, also decide that such fees and costs will be **deducted** from the amounts owed to the Class, if any.

IMPORTANT NOTICE:

FCA may have recently sent you an email offering you a \$150 MasterCard gift card. Be advised that you can still continue to be a part of this authorized class action even if you already accepted and/or used that gift card. You will not be asked to reimburse or return that gift card and you can still participate in this class action. Therefore, you do NOT have to opt out of this class action if you already accepted and/or used that gift card. Indeed, the Court has confirmed that anyone who accepts and/or uses these gift cards remains entitled to participate in the Class Action.

Relevant information concerning the progress of the class action:

1. This class action will be brought in the **District of Montreal**.
2. The Court will have to resolve the following principal issues / questions of fact and law:
 - a) Do the Subject Vehicles suffer from common latent design and/or manufacturing defects?
 - b) Did Defendants know of this issue and fail to warn Class Members of the defect and if they knew, when they knew or should have known?
 - c) Did Defendants fail to disclose material information to Class Members?
 - d) Are Defendants' omission of material facts misleading and/or reasonably likely to deceive a Class Member?
 - e) Are Defendants legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts?
 - f) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
 - g) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?

- h) Did Defendants default in providing and having available non-defective replacement parts for the Subject Vehicles within reasonable and/or legal delays?
- i) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full or in part?
- j) Are Defendants liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amount, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, parking tickets, parking permit costs, snow removal costs, storage costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, embarrassment and inconvenience?
- k) Are Defendants liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?

3. The Court, after having resolved the above questions, will decide if it should:

GRANT the class action of the Representative Plaintiffs and each of the Class Members;

ORDER Defendants to properly conduct a recall of the Subject Vehicles and to repair them free of charge **FAILING WHICH: ANNUL** the sale or lease contract signed by Plaintiffs and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendants to reimburse the total amounts paid by Plaintiffs and the Class Members for their Subject Vehicle and **ORDER** Defendants to then retake possession and ownership of the said vehicles, at Defendants' costs;

CONDEMN the Defendants to pay to Plaintiffs and each of the Class Members a sum to be determined in compensatory damages, including without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, parking permit costs, parking tickets, gas charges, snow removal charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to Plaintiffs and each of the Class Members a sum to be determined in moral damages, including without limitation for embarrassment, stress, fear, and anxiety and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to the Plaintiffs and to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to the Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action, including experts' fees and all notice fees;

RENDER any other order that this Honorable Court shall determine and that is in the interest of the Class Members;

THE WHOLE with interest and additional indemnity provided for in the [Civil Code of Quebec](#) and with full costs and expenses, including expert's fee and publication fees to advise the Class Members

4. If you wish to exclude yourself from the class action, you have to notify the clerk of the Superior Court of Quebec, District of Montreal no later than July 6, 2026 by mail to the following address:

Superior Court of Québec
Azoulay et al. FCA Canada Inc. et al. (500-06-001342-241)
1 Notre-Dame street East, Montreal,
Québec, Canada, H2Y 1B6

with a copy to the class counsel (by email if possible):

Lex Group Inc.
4101 Sherbrooke Street West
Westmount, Quebec, H3Z 1A7
Email: info@lexgroup.ca

You **must** clearly state that you wish to exclude yourself from the class action *Azoulay et al. FCA Canada Inc. et al.* (500-06-001342-241).

A Class Member **can no longer request exclusion from the class after July 6, 2026**, unless specifically authorized by the Court.

As provided by the law, **a Class Member who has not requested exclusion is bound by any judgment** that may be rendered in this class action.

If you wish to be **included** in the class action, **you have nothing to do and nothing to pay**.

As a Class Member, **you have the right to intervene** in the present class action, in the manner provided for by law.

For more information on the class action:

Please visit the webpage dedicated to this class action on the Class Counsel's website: <https://www.lexgroup.ca/Jeep4xebatteries/> or contact the class counsel confidentially at the following coordinates (your information and communications with Class Counsel will remain confidential):

Lex Group Inc.
4101 Sherbrooke Street West
Westmount, QC, H3Z 1A7
Telephone: (514) 451-5500 (ext. 101)
Fax: (514) 940-1605
Email: info@lexgroup.ca
Website: www.lexgroup.ca

You can also consult the central Registry of class actions, where all class actions proceedings must be published at: <https://www.registredesactionscollectives.quebec/en/>.

**THIS NOTICE TO CLASS MEMBERS
HAS BEEN APPROVED BY THE SUPERIOR COURT OF QUÉBEC.**