

## **SETTLEMENT AGREEMENT**

Between

**CARLA PACIUCCI**

-and-

**VALÉRIE CHAMPAGNE**

Plaintiffs

-and-

**FCA CANADA INC.**

Defendant

S.C.M. 500-06-000905-188

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1. **PREAMBLE AND RECITALS**

**WHEREAS** on or around January 26, 2018, Plaintiffs commenced a proposed class action against FCA in the Québec Superior Court, bearing Court file No. 500-06-000905-188 predicated on alleged design and/or manufacturing defects affecting the door handle mechanisms of Fiat brand vehicles;

**WHEREAS** by judgment dated April 29, 2024, as rectified on May 7, 2024, the proposed class action was authorized by consent and was limited specifically to the Fiat 500 model (model years 2012 to 2019), including all trim lines;

**WHEREAS** there has been no determination or finding of any liability or wrongdoing on the part of FCA in the Action;

**WHEREAS** the Parties intend by this Settlement Agreement to resolve all past, present, and future Claims of the Class Members in any way arising out of or relating to the design, manufacture, marketing, sale and distribution of the Vehicles' door handles and/or associated parts;

**WHEREAS** Plaintiffs maintain that their claims are well founded and FCA denies all of the allegations asserted by the Plaintiffs in the Action, and maintains that it has good and valid defences to the claims asserted therein;

**WHEREAS** the Parties and Class Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against FCA or evidence of the truth of any of the Plaintiffs' allegations against FCA, which allegations are expressly denied by FCA;

**WHEREAS** FCA is entering into this Settlement Agreement in order to achieve a final resolution of all the Released Claims asserted or that could have been asserted against the Releasees by the Plaintiffs and the Class Members in the Action, and to avoid further expense, inconvenience and the distraction of protracted litigation;

**WHEREAS** the Parties agree that neither the Settlement Agreement nor any document relating thereto, nor any action taken to carry out the Settlement Agreement, shall be offered in evidence in any action or proceeding against FCA in any court, administrative agency or other tribunal in Canada or elsewhere in the world for any purpose whatsoever other than to give effect to and enforce the provisions of the Settlement Agreement or to seek court approvals of the Settlement Agreement;

**WHEREAS** Counsel for FCA and Class Counsel have engaged in extensive arm's length settlement discussions and negotiations resulting in this Settlement Agreement;

**WHEREAS** as a result of these settlement discussions and negotiations, FCA and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of

the settlement between FCA and the Plaintiffs, both individually and on behalf of the Class Members they represent, subject to the approval of the Court;

**WHEREAS** the Parties have reviewed and fully understand the principal terms of this Settlement Agreement and, based on their respective counsels' analyses of the facts and law applicable to the Plaintiffs' Claims, having regard to the burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trial and appeals, and having regard to the value of the Settlement Agreement, the Parties and their respective counsels have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Parties and the Class Members; and

**WHEREAS** the approval of the Québec Court is required to approve the Settlement Agreement.

**NOW THEREFORE** in consideration of the covenants, agreements and releases set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **2. DEFINITIONS**

### **2.1. Definitions**

- 2.1.1. “**Action**” means the proceeding commenced by the Plaintiffs before the Superior Court of Québec bearing Court file No. 500-06-000905-188.
- 2.1.2. “**Administration Expenses**” means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable to the Claims Administrator for the cost of administering this Settlement Agreement, including the costs associated with the Settlement Website and the preparation, translation and publication of the Pre-Approval Notices and Approval Notices, as well as the fees, costs and disbursements of administering and adjudicating the Claims, and the required reporting to the Court.
- 2.1.3. “**Approval Hearing**” means the hearing to approve the application(s) brought by the Plaintiffs for the Court’s approval of this Settlement Agreement.
- 2.1.4. “**Approval Notice**” means the various iterations of the notices of the Approval Order, published and disseminated to Class Members, in forms to be agreed upon by the Parties and approved by the Court.
- 2.1.5. “**Approval Order**” means the final judgment of the Court approving this Settlement Agreement in accordance with its terms.
- 2.1.6. “**Claim(s)**” means the claim of a Class Member to obtain a Reimbursement Payment under the Extended Warranty Program, as provided for in the Inspection and Distribution Protocol (**Schedule A** hereto).

- 2.1.7. “**Claims Administrator**” means Concilia Services Inc., or such other administration company otherwise appointed by the Court to administer the Settlement Agreement.
- 2.1.8. “**Claim Form**” means the document that Class Members must complete and submit if applicable, in order to make a Claim for a Reimbursement Payment.
- 2.1.9. “**Class**” means the members of the class defined in the authorization judgment dated April 29, 2024 and “**Class Member**” means any one thereof, namely “All persons in Quebec who purchased or leased one or more of the following vehicles:
- 2012 to 2019 Fiat 500
  - 2012 to 2019 Fiat 500, Abarth trim line
- collectively (the “**Vehicles**”).”
- 2.1.10. “**Class Counsel**” means Lex Group Inc.
- 2.1.11. “**Class Counsel Fees and Disbursements**” means the amount payable to Class Counsel for its extrajudicial fees, and which is inclusive of all fees, disbursements, costs, interest, and any other applicable charges of Class Counsel in respect of the prosecution of the Action, subject to Court approval, as detailed in Section 7 hereto.
- 2.1.12. “**Counsel for FCA**” means Dentons Canada LLP.
- 2.1.13. “**Court**” means the Superior Court of Québec.
- 2.1.14. “**Inspection and Distribution Protocol**” means the procedures for review and inspection of Class Members’ Vehicles in the context of the Door Handle Repair Program and the plan for distributing the Reimbursement Payments to Class Members, as approved by the Court, in the form of **Schedule A** hereto.
- 2.1.15. “**Door Handle Issue**” means an issue originating with the door handle and/or door locking mechanism of the Vehicle that causes the door handles to jam and, in some cases, break or detach from the Vehicle. For clarity, a Door Handle Issue shall not include any damage to the door handle of a Vehicle resulting from external forces (other than regular use of the Vehicle), including but not limited to accidents, impacts, unusual weather events, vandalism, or other similar external causes.
- 2.1.16. “**Door Handle Repair Program**” means the prospective coverage provided by FCA under the present Settlement Agreement to repair or replace free of charge (including parts, labor and taxes) the door handles of any Vehicles affected by the Door Handle Issue at the time of their inspection.
- 2.1.17. “**Effective Date**” means the date upon which the Approval Order has been received from the Court approving this Settlement Agreement.

- 2.1.18. **“Execution Date”** means September 15, 2025.
- 2.1.19. **“Extended Warranty Program”** means the Vehicle extended warranty program implemented by FCA to satisfy eligible Class Members’ claims with respect to the Door Handle Issue, which includes the Door Handle Repair Program and the Reimbursement Payments.
- 2.1.20. **“FCA Dealer(s)”** and **“FCA Dealership(s)”** means authorized FCA dealers and authorized FCA dealerships in Canada.
- 2.1.21. **“Fonds d’aide”** means the *Fonds d’aide aux actions collective* created pursuant to the *Act respecting the Fonds d’aide aux actions collectives* (CQLR c F-3.2.0.1.1)..
- 2.1.22. **“Notice Program”** means the method by which the Pre-Approval Notices and the Approval Notices are to be disseminated to the Class, as described in Section 8.3 hereto.
- 2.1.23. **“Opt-Out Procedure”** means the procedure by which a Class Member may opt-out of the Action (and therefore also the terms of this Settlement Agreement) in accordance with the provisions of Section 10 hereto.
- 2.1.24. **“Opt-Out Deadline”** means thirty (30) days from the date that the Pre-Approval Notice is first published, or any other date specified by the Court in the Pre-Approval Order.
- 2.1.25. **“Parties”** mean, collectively, FCA and the Plaintiffs.
- 2.1.26. **“Person”** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- 2.1.27. **“Pre-Approval Notice”** means the various iterations of the notices, in a form to be agreed upon by the Parties or as determined by the Court, informing the Class of: (i) the authorization of the Action; (ii) the proposed Settlement Agreement (iii) the Opt-Out Deadline; (iv) the dates and location of the upcoming Approval Hearing; and (v) the process by which a Class Member may object to this Settlement Agreement.
- 2.1.28. **“Pre-Approval Order”** means the order of the Court, : (i) approving the Pre-Approval Notice, (ii) setting down the Opt-Out Deadline, (iii) approving the Notice Program and ordering the publication and dissemination of the Pre-Approval Notice in accordance with the Notice Program; (iv) appointing the Claims Administrator for the purposes of the Notice Program; and (v) scheduling the Approval Hearing.
- 2.1.29. **“Reimbursement Payments”** means the reimbursement of the costs already incurred by Class Members to repair or replace the door handles of their Vehicles as a result

of the Door Handle Issue, whether these repairs were conducted at an FCA Dealership or at any other third party repair facility.

- 2.1.30. **“Release”** means the releases set forth in Section 12 hereto and in the Approval Order.
- 2.1.31. **“Released Claims”** means any and all manner of claims, demands, actions, suits, and causes of action, whether class, individual, representative or otherwise in nature, whether personal or subrogated, and damages of any kind including compensatory, nominal, punitive or other damages, whenever incurred, and liabilities of any nature whatsoever, including for interest, costs, expenses, class administration expenses, penalties, and lawyers’ fees (excluding Class Counsel Fees and Disbursements), known or unknown, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction that the Releasers, or any of them, ever had, could have had, now have, or hereafter can, shall or may have, relating in any way to any conduct occurring anywhere that is alleged or that could have been alleged in the Action arising from, as a result of or in connection with the Door Handle Issue and the allegations contained in the Action.
- 2.1.32. **“Releasees”** means any person who, or entity that, is or could be responsible or liable in any way whatsoever, whether directly or indirectly, for the Door Handle Issue and the allegations contained in the Action. The Releases are notably, without limitation FCA and its respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, principals, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, stockholders, shareholders, agents, employed or retained lawyers, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- 2.1.33. **“Releasers”** means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members who have not opted out of the Action, on behalf of themselves and their agents, heirs executors and administrators, successors, assigns, insurers, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them.
- 2.1.34. **“Settlement Agreement”** means this Settlement Agreement and the schedules attached hereto and incorporated herein, including any subsequent amendments and any schedules to such amendments.
- 2.1.35. **“Settlement Website”** the bilingual website established by the Claims Administrator to provide Class Members with information about the Settlement Agreement more fully described in Section 9.3 hereto.

**3. SETTLEMENT APPROVAL**

**3.1. Application for Pre-Approval Order**

3.1.1. Within a reasonable delay upon execution of this Settlement Agreement, the Plaintiffs shall bring an application (in letter or email format if permitted by the Court) asking for the Court's approval of an order, which will, among other things: (i) schedule the Approval Hearing; (ii) appoint the Clams Administrator; (iii) approve the Pre-Approval Notices and the Notice Program; (iv) approve the Claim Form; (v) approve the Opt-Out Procedure and setting the Opt-Out Deadline. FCA will consent to this application.

**3.2. Application for Approval Order**

3.2.1. Within fifteen (15) days prior to the Approval Hearing, the Plaintiffs shall bring an application for the Court's issuance of the Approval Order. FCA will consent to this application to the extent it complies with the Settlement Agreement, and the Fonds d'aide will be served with the application. FCA will not take any position on, the aspects of such application that concern Class Counsel Fees and Disbursements, to the extent it complies with this Settlement Agreement, other than to confirm that it has agreed to pay them and that it believes them to be fair and reasonable in the circumstances. FCA will review and approve all application materials before they are filed.

**3.3. Pre-Approval Confidentiality**

3.3.1. Until the first application for Approval-Order is brought before the Court, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior consent of the opposing Parties, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of the Settlement Agreement, or as otherwise required by law.

3.3.2. Notwithstanding Section 3.3.1, at any time after the Execution Date, Class Counsel may provide a copy of this Settlement Agreement to the Court and shall notify FCA that it is doing so.

**3.4. Effect of Non-Approval of the Settlement Agreement**

3.4.1. In the event that the Court fails to approve this Settlement Agreement in its entirety, for any reason whatsoever, the Parties reserve for themselves the right to amend this Settlement Agreement and any such amendments shall be in writing.

3.4.2. If this Settlement Agreement is not approved by the Court, for any reason (under reserve of s.7) :

- (a) This Settlement Agreement shall be null and void and shall have no force or effect and no party to this Settlement Agreement shall be bound by any of its terms, except those of this paragraph;
- (b) This Settlement Agreement, and all negotiations, statements and proceedings relating to this Settlement Agreement shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately before this Settlement Agreement, except that the Parties shall cooperate in requesting any orders that may be necessary to ensure that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;
- (c) Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever;
- (d) Any settlement-related order(s) or judgment(s) entered in the Action after the Execution Date shall be deemed vacated and shall be without any force or effect.; and
- (e) FCA shall remain solely responsible for any and all Administration Expenses incurred (including without limitation all costs related to the Notice Program).

3.4.3. The Parties agree that whether or not it is approved by the Court, this Settlement Agreement and the fact of its negotiation and execution shall not constitute any admission by FCA or be used against FCA for any purpose in this or any other proceedings in Canada or elsewhere in the world.

#### **4. WAIVER OF LIMITATION DEFENCE**

4.1.1. Class Members shall not be considered ineligible to receive any compensation set forth in this Settlement Agreement on the basis of any statute of limitation or prescription period. With respect to Class Members who Opt-Out, any such prescription periods otherwise applicable shall be deemed to commence, or re-commence, running as of the Opt-Out Deadline.

#### **5. SETTLEMENT CONSIDERATION**

5.1.1. In consideration for the settlement of the Action and for the full and complete Release and Approval Order, as further specified herein, FCA's obligation hereunder is to provide the Extended Warranty Program to satisfy eligible Class Members' Claims pursuant to the Inspection and Distribution Protocol (**Schedule A**), as well as to pay the Administration Expenses and the Class Counsel Fees and Disbursements, the whole subject to Court approval.

- 5.1.2. The Inspection and Distribution Protocol is part of the Settlement Agreement and will be subject to approval by the Court, as part of the application seeking Court approval of the Settlement Agreement (the Approval Order). The Inspection and Distribution Protocol is set out at **Schedule A** hereto.
- 5.1.3. The costs and expenses associated with the Extended Warranty Program shall be the sole obligation of and paid by FCA.
- 5.1.4. FCA shall not have any obligation to pay to the Plaintiffs or to the Class any amount in addition to the amounts mentioned in the Claims Administrator's report as provided in Section 3.2.8 of the Inspection and Distribution Protocol (**Schedule A**), unless expressly provided for in this Agreement.
- 5.1.5. FCA shall not have any obligation to pay the Claims Administrator any amount in addition to or exceeding the Administration Expenses, unless expressly provided for in this Agreement, or as otherwise ordered by the Court. In all cases, the Parties confirm that the Plaintiffs, the Class Members and Class Counsel are not liable to pay any amounts whatsoever to the Claims Administrator and/or in relation to Administration Expenses.

## **6. SETTLEMENT CLAIMS**

### **6.1. Inspection and Distribution Protocol**

- 6.1.1. This Inspection and Distribution Protocol (**Schedule A**) is intended to govern the administration of the Door Handle Repair Program and the distribution of the Reimbursement Payments to eligible Class Members pursuant to (and as defined in) the Settlement Agreement.
- 6.1.2. To be eligible for a door handle repair or replacement under the Door Handle Repair Program, a Class Member must have their Vehicle inspected in accordance with the review and inspection procedures set out in Section 2 of the Inspection and Distribution Protocol (**Schedule A**).
- 6.1.3. To be valid, a Claim for a Reimbursement Payment must meet the requirements set out in Section 3.1 of the Inspection and Distribution Protocol (**Schedule A**).
- 6.1.4. Class members are entitled to both: (i) receive coverage under the Door Handle Repair Program; and (ii) submit a Claim for a Reimbursement Payment. Eligibility for a Reimbursement Payment does not disqualify a class member from receiving coverage under the Door Handle Repair Program, and vice versa. In addition, there is no limit per Class Member on the number of repairs for which their Vehicles may be eligible under the Door Handle Repair Program or the number of Claims for a Reimbursement Payment which a Class Member may submit.

**6.2. The Fonds d'aide**

- 6.2.1. The Parties agree that the Settlement Agreement is subject to the *Act respecting the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, r. 2 and the Code of Civil Procedure, C.Q.L.R., c. C-25.01.
- 6.2.2. The recovery provided for in this Settlement Agreement is an individual recovery.

**6.3. Taxes and Interest**

- 6.3.1. The Parties agree that the Plaintiff, FCA, Class Counsel and Counsel for FCA are in no way liable for any taxes Class Members may be required to pay as a result of the receipt of any benefits under the Extended Warranty Program or the Settlement Agreement. No opinion concerning tax obligations relating to the Settlement Agreement is given or will be given by the Parties or their respective counsel nor is any party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement Agreement as to any Class Member. Each Class Member is responsible for his/her tax reporting and other obligations respecting this Settlement Agreement, if any.

**7. CLASS COUNSEL FEES AND DISBURSEMENTS**

- 7.1.1. At the same time as the Approval Hearing, Class Counsel will apply to the Court for approval of its Class Counsel Fees and Disbursements covering all legal services provided by Class Counsel in the past and future to the Plaintiffs and to the Class Members in connection with the Action, the settlement of the Action, any appeal(s) in connection with the settlement and the implementation of the settlement.
- 7.1.2. As a result of negotiations, Class Counsel agrees to make an application for a fixed, all-inclusive amount for Class Counsel Fees and Disbursements up to a maximum of CAD \$425,000, plus GST and PST, for extrajudicial fees, as well as an amount of CAD \$3,500 for disbursements and costs. The amount awarded by the Court shall be the limit of liability of FCA for payment of the Class Counsel Fees and Disbursements and represent the sole amounts paid by FCA to Class Counsel in the Action for all work and services incurred that inured to the benefit of the Class.
- 7.1.3. FCA shall pay to Class Counsel the amount awarded by the Court in relation to the Class Counsel Fees and Disbursements by no later than 30 days after the Effective Date.
- 7.1.4. The Parties agree that they consider the Class Counsel Fees and Disbursements to be fair and reasonable in the context of the Action. FCA shall not take any position on Class Counsel's application to approve Class Counsel Fees and Disbursements, to the extent that it complies with the Settlement Agreement, other than that it has agreed to pay them.

- 7.1.5. The Parties recognize and agree that the provisions under the present Section 7 are severable from the rest of this Settlement Agreement and that should the amount requested for Class Counsel Fees and Disbursements not be approved by the Court, the Settlement Agreement will nonetheless remain binding on the Parties (if approved by the Court). For avoidance of doubt, any order in respect of Class Counsel Fees and Disbursements or any appeal from any order relating thereto or any modification thereof, shall not operate to terminate or cancel this Settlement Agreement or affect or delay the settlement of the Action as provided herein.
- 7.1.6. Releasees shall not be liable for, or obligated to pay, any fees, expenses, costs, or disbursements to any person or entity, either directly or indirectly, in connection with the Action or this Settlement Agreement, other than as set forth in this Settlement Agreement.

## **8. NOTICE TO THE CLASS**

### **8.1. Pre-Approval Notices**

- 8.1.1. As soon as practicable after the Pre-Approval Order has been issued, the Pre-Approval Notice shall be published and disseminated pursuant to the forms and protocols of the Notice Program set forth in Section 8.3, to be approved by the Court in the Pre-Approval Order.

### **8.2. Approval Notices**

- 8.2.1. As soon as practicable after the Approval Order has been issued, the Approval Notice shall be published and disseminated pursuant to the forms and protocols of the Notice Program set forth in Section 8.3, to be approved by the Court in the Approval Order.

### **8.3. Notice Program**

- 8.3.1. The Pre-Approval Notice and the Approval Notice, in English and French (the “**Notices**”), shall be disseminated in the following or in a manner otherwise ordered by the Court:
- (a) The Claims Administrator will send the Notices directly by regular mail using the postal addresses of the Class Members that FCA has on file. The Claims Administrator may, where possible, validate or update the postal addresses of Class Members using any of Canada Post’s address validation services that are available.
  - (b) The Claims Administrator will send the Notices directly by email (or by regular mail in case of email bounce back) to all putative Class Members having previously submitted their contact information to Class Counsel in the present Action (said list to be forwarded confidentially to the Claims Administrator by Class Counsel).

- (c) Publication online of short form versions of the Notices by way of social media ads on Meta platforms over a period of thirty (30) days for both the Pre-Approval Notice and the Approval Notice.
- (d) Publication of an online press release issued on Canada Newswire which will mirror the contents of the Pre-Approval Notice and, if the Settlement Agreement is approved, a second online press release on Canada Newswire which will mirror the contents of the Approval Notice.
- (e) Posted on Class Counsel's firm website.
- (f) Posted on the Settlement Website.
- (g) Posted on the Quebec Class Actions Registry.

8.3.2. For the sake of clarity, the Notice Program will not include any reminder notices beyond the Pre-Approval Notice and Approval Notice, which will be sent on a single occasion each in accordance with the Notice Program. In addition, the settlement will not include the dissemination of notices to individuals who are not Class Members. Notwithstanding the foregoing, nothing in this settlement shall preclude or restrict FCA from providing notice to individuals of any extended warranty program relating to the door handles of the Vehicles who are not Class Members.

8.3.3. Along with the application requesting the issuance of the Pre-Approval Order, Class Counsel will also ask the Court to issue an order similar to the order rendered in the Muraton vs. Toyota Canada case (500-06-000825-162) on June 8, 2018, to permit the Claims Administrator to obtain from the *Société de l'assurance automobile du Québec* ("SAAQ") the name and address of current and former registered owners of the Vehicles. FCA will not oppose such an application.

## **9. APPOINTMENT AND ROLE OF THE CLAIMS ADMINISTRATOR**

9.1.1. Subject to the approval of the Court, the Parties agree that Concilia Services Inc. shall be appointed as the Claims Administrator for the purpose of administering the settlement.

### **9.2. Duties of the Claims Administrator**

9.2.1. The Claims Administrator shall be responsible for:

- (a) The verification of Claims in accordance with Section 3 of the Inspection and Distribution Protocol (**Schedule A**);
- (b) Setting up and maintaining a bilingual Settlement Website containing the information described in Section 9.3 hereof;

- (c) Providing a copy of the Pre-Approval Notice, Approval Notice, Claim Form and Settlement Agreement to any Class Member who makes such a request, and responding to all questions or concerns of Class Members, either in writing and/or over the telephone, in English or French;
- (d) Establishing and managing a toll-free telephone number and email address that will provide settlement-related information to Class Members in English and French;
- (e) Administering the Extended Warranty Program, including the distribution of any amounts payable to Class Members thereunder, in accordance with the Inspection and Distribution Protocol (**Schedule A**);
- (f) Preparing and submitting all required interim and final reports (regarding the Notice Program, the notices and the claims process) to the Court or as otherwise requested by the Parties. All parties will have full access to all information regarding the Claims Administrator's duties as provided for in this Section 9.2 as well as Section 9.3 hereof.

### **9.3. Settlement Website**

- 9.3.1. The Claims Administrator shall, within five (5) days of the Pre-Approval Order, establish a bilingual website to provide Class Members with information about the settlement. The Settlement Website will include:
- (a) A brief description of the Action, how to submit a Claim and how to obtain an inspection under the Door Handle Repair Program;
  - (b) Copies of the Settlement Agreement, the Pre-Approval Order and the Approval Order;
  - (c) The Claims Administrator's contact information and Class Counsel's contact information;
  - (d) The Opt-Out Procedure;
  - (e) The Claim Form;
  - (f) An online portal for Class Members to submit Claims and supporting documentation.

**9.4. Confidentiality**

- 9.4.1. For the purposes of privacy law legislation, all information received from FCA, Class Counsel, or the Class Members is collected, used, and retained by the Claims Administrator and/or Class Counsel to administer their Claims.
- 9.4.2. All information received from FCA or the Class Members is to be treated confidentially in accordance with any confidentiality order rendered by the Court and shall not be provided to any person except as may be provided for in this Settlement Agreement or as may be required by law.

**9.5. Removal or Substitution of the Claims Administrator**

- 9.5.1. If the Claims Administrator fails to perform adequately on behalf of FCA or the Class, the Parties may agree to remove the Claims Administrator, subject to the approval of the Court.
- 9.5.2. In the event that the Claims Administrator is unable to continue to act for any reason, the Parties may propose a substitute Claims Administrator, subject to the approval of the Court.

**9.6. Payment of Administration Expenses**

- 9.6.1. FCA shall pay all Administration Expenses payable to the Claims Administrator for the costs of administering the settlement, including all notice costs.
- 9.6.2. The Administration Expenses will be paid in accordance with the invoice(s) provided by the Claim Administrator to FCA, in accordance with the service agreement(s) reached between them. Any documents shared by the Claims Administrator will be shared simultaneously with both Class Counsel and Counsel for FCA, including invoices, contracts and quotes. For clarity, this will include ensuring that Class Counsel obtains any documents previously shared with Counsel for FCA.

**9.7. No Responsibility for External Administration Expenses**

- 9.7.1. FCA will not be required to incur any external administration fees (separate from the Administration Expenses) in connection with the Inspection and Distribution Protocol.

**10. OPT-OUT PROCEDURE**

- 10.1.1. Class Counsel shall seek the Court's approval of the following Opt-Out Procedure as part of its application for a Pre-Approval Order:
  - (a) Any Class Member who wishes to be excluded from the Action must mail a written election to opt-out to the court clerk of the Court, with a copy sent to the Claims Administrator, by the Opt-Out Deadline (at 11:59 PM Eastern Time).

- (b) The written election to opt-out must include the following information: (i) the Court docket number of the Action (500-06-000905-188); (ii) the Class Member's full name, current address, email address and telephone number; and (iii) a statement to the effect that the Class Member wishes to be excluded from the Action.
  - (c) Upon expiry of the Opt-Out Deadline, the Claims Administrator shall forward copies of any valid elections to opt-out of the Class to Class Counsel and Counsel for FCA.
- 10.1.2. Potential Class Members who elect to opt-out shall have no further right to participate in the Action, including the right to file an objection or comment in accordance with Section 11, or to obtain compensation as a result of the Settlement Agreement.
- 10.1.3. Any Class Member who does not file a valid election to opt-out as provided herein is bound by all subsequent proceedings, orders and judgments, including but not limited to the Release and the Approval Order, unless he, she or it already has legal proceedings filed and pending against FCA relating to Released Claims and does not discontinue said proceedings before the expiration of the Opt-Out Deadline, the whole pursuant to Article 580 of the *Code of Civil Procedure*, CQLR c C-25.01.

## **11. OBJECTIONS OR COMMENTS ON THE SETTLEMENT**

- 11.1.1. Class Counsel shall seek the Court's approval of the following procedure for objecting and commenting on the Settlement Agreement as part of its application for a Pre-Approval Order:
- (a) Class Members may comment or object to the Settlement Agreement as provided for in the Pre-Approval Notice, by submitting to the Court clerk and to Class Counsel a written objection form no later than twenty (20) days prior to the Approval Hearing (or as otherwise ordered by the Court).
  - (b) Any Class Member, or their counsel, who submits a valid objection form may appear at the Approval Hearing at the expense of the Class Member, to object to or comment on any aspect of this Settlement Agreement. Class Members or their counsel who intend to make an appearance at the Approval Hearing must advise Class Counsel and Counsel for FCA of same, at least ten (10) days prior to the Approval Hearing.
  - (c) All written objections received by Class Counsel will be copied to Counsel for FCA and the Court, as applicable.
  - (d) The written objection form must include: (a) a heading that refers to the Action, including the relevant Court file number; (b) the objector's full name, address, telephone number and email address and, if represented by counsel, their name, address, telephone number, fax number, and email address; (c) a

statement as to whether the objector intends to appear at the Approval Hearing on his or her own behalf or through counsel; (d) a declaration that the objector considers themselves to be included in the Class, as applicable, including the make, model, year and VIN(s) of the Subject Vehicle(s); (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs or other documents upon which the objection is based; and (g) the objector's dated signature. If any testimony is proposed to be given in support of the objection at the Approval Hearing, the name(s) of all person(s) who will testify must be set forth in written submission. Class Members may do so either on their own or through counsel retained at their own expense.

- 11.1.2. Unless otherwise authorized by the Court, as applicable, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights they have to appear separately or to object, and shall be bound by the terms of this Settlement Agreement (if approved by the Court) and by all proceedings, orders and judgments in this proceeding. The exclusive means for any challenge to this Settlement Agreement shall be through the provisions of this Section 10.
- 11.1.3. Any Class Member who objects to the Settlement Agreement shall still be entitled to all of its benefits if this Settlement Agreement and the terms contained herein are approved, as long as the Class Member complies with all requirements of this Settlement Agreement applicable to Class Members.

## **12. RELEASES**

### **12.1. Release of the Releasees**

- 12.1.1. Upon the Effective Date, in consideration for the benefits provided to eligible Class Members under the Extended Warranty Program, the Administration Expenses, and the Class Counsel Fees and Disbursements, the Releasers forever and absolutely release, relinquish and discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, excepting the obligations created by this Settlement Agreement. For the avoidance of doubt, upon the issuance of the Approval Order and the occurrence of the Effective Date, it is the intention of Class Counsel and the Plaintiffs in executing this Settlement Agreement to fully, finally and irrevocably release, waive, discharge, relinquish and settle all such matters and all such claims relating to the Door Handle Issue and the allegations contained in the Action.
- 12.1.2. The Plaintiffs acknowledge that they or any Class Member may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, but it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such

intention, this Agreement and that Release shall be and remain in effect notwithstanding the discovery or existence of new or different facts.

**12.2. No Further Claims**

12.2.1. Upon the Effective Date or thereafter, the Releasers shall not institute, continue, provide assistance for or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee, or against any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, as the case may be. It is agreed that the settlement may be pleaded as a complete defense to any proceeding subject to this section, instituted by a Releasor.

**12.3. Consent to Settlement Agreement**

12.3.1. The Plaintiffs acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the release, and the legal effect of this Settlement Agreement and the release. The representations and warranties made throughout the Settlement Agreement shall survive the execution of the Settlement Agreement and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.

**13. EFFECT OF SETTLEMENT**

**13.1. No Admission of Liability or Concessions**

13.1.1. The Plaintiffs and FCA expressly reserve all of their respective rights if the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason.

13.1.2. This Settlement Agreement, whether or not it is implemented, anything contained in it, any and all negotiations, discussions, documents, and communications associated with it, and any action taken to implement it, shall not be deemed, construed, or interpreted to be (a) an admission or concession by FCA of any fact, fault, omission, wrongdoing or liability, or of the truth of any claims or allegations made or which could have been made against FCA in the Action, or of the application of any of the pleaded causes of action to the claims made in the Action, or of the entitlement of any Class Member to compensation or payment for any of the losses and damages alleged in the Action; or (b) an admission or concession by Plaintiffs, Class Counsel or the Class Members of any weakness in the claims of the Plaintiffs and the Class Members, or that the consideration to be given hereunder represents the amount that could or would have been recovered from FCA after the trial of the Action.

**13.2. Agreement Not Evidence or Presumption**

13.2.1. This Settlement Agreement, whether or not it is implemented, and anything contained herein, and any and all negotiations, discussions, documents, communications, and proceedings associated with this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, quasi-criminal, criminal or administrative action or disciplinary investigation or proceeding brought by any person or government entity or quasi-government Commission in any jurisdiction:

- (a) against FCA as evidence, or a presumption of a concession or admission of anything; or
- (b) against the Plaintiffs, Class Counsel, or the Class Members, as evidence, or presumption, of a concession or admission (i) of any weakness in the claims of the Plaintiffs and the Class Members; or (ii) that the consideration to be given hereunder represented the amount that could or would have been recovered from FCA after trial of the Action.

**14. NON-APPROVAL OR TERMINATION**

**14.1. Right of Termination**

14.1.1. In the event that:

- (a) the Court declines to approve this Settlement Agreement or any material part hereof;
- (b) the Court issues an order approving this Settlement Agreement that is materially inconsistent with the terms of the Settlement Agreement (excluding the approval of Class Counsel Fees and Disbursements) or requires a material change to the Settlement Agreement as a pre-condition to approval; or
- (c) any order approving this Settlement Agreement is reversed or materially altered on appeal,

the Plaintiffs or FCA shall each have the right to terminate this Settlement Agreement by delivering a written notice within ten (10) business days following an event described above, subject to the Parties using best efforts and good faith to attempt to resolve any issues in furtherance of resolution of the Action on such modified terms as may be required to obtain the Court's approval, except that FCA shall have no obligation to negotiate any increase to the consideration provided for by this Settlement Agreement at Section 5 or to Class Counsel Fees and Disbursements at Section 7 of this Settlement Agreement.

14.1.2. Any order, ruling or determination made or rejected by a Court with respect to Class Counsel Fees and Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide a basis for the termination of this Settlement Agreement.

14.1.3. Except as provided for in Section 14.4, if the Plaintiffs or FCA exercise the right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

## **14.2. Steps Required on Termination**

14.2.1. If this Settlement Agreement is terminated after the Court has heard or decided any application in the settlement approval process, either FCA or the Plaintiffs shall, as soon as reasonably practicable after termination, on notice to the other Parties, bring an application, as necessary, for an order:

- (a) declaring this Settlement Agreement null and void and of no force or effect except for the provisions listed in Section 14.4;
- (b) setting aside and declaring null and void and of no force or effect, all prior orders or judgments sought from and entered by the Court in accordance with the terms of this Settlement Agreement; and
- (c) to obtain directions about any further notice to be provided to the Class Members about the termination of the Settlement Agreement as well as the manner in which it shall be disseminated, and providing that the costs of any such notice shall be paid by FCA.

## **14.3. Effect of Termination**

14.3.1. In the event that this Settlement Agreement is terminated in accordance with its terms:

- (a) the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;
- (b) the Claims Administrator will promptly return to FCA all funds paid to the Claims Administrator, after deducting any and all Administration Expenses incurred or payable, including any and all notice costs;
- (c) the Parties will cooperate in seeking to have all prior order or judgments sought from and entered by the Court, in accordance with the terms of this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be prohibited from asserting otherwise;

- (d) this Settlement Agreement will have no further force or effect on the rights of the Parties except as specifically provided for herein; and
- (e) this Settlement Agreement will not be introduced into evidence or otherwise referred to in any litigation against FCA.

**14.4. Survival of Provisions After Termination**

- 14.4.1. If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.3, 3.4, 5.1.5, 9.4, 13.1, 14.2, 14.3, 14.5 and 14.6 shall survive and remain in full force and effect.

**14.5. Disputes Relating to Termination**

- 14.5.1. If there is a dispute about the termination of this Settlement Agreement, the Court may determine such dispute on an application made by any Party on notice to every other Party.

**14.6. Handling of Confidential Information in the Event of Termination**

- 14.6.1. In the event of a valid termination, it is understood and agreed that all documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were, are or otherwise become publicly available.

**15. MISCELLANEOUS**

**15.1. Governing Law**

- 15.1.1. This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

**15.2. Entire Agreement**

- 15.2.1. This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

**15.3. No Waiver**

- 15.3.1. Any failure by any Party to demand adherence to, or seek enforcement of, a deadline applicable to any obligation herein shall in no way constitute a waiver of said obligation or deadline. No waiver of any provision of this Settlement Agreement shall be binding

unless consented to in writing by the Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

**15.4. Binding Effect**

15.4.1. This Settlement Agreement shall be binding upon, and enure to the benefit of the Plaintiffs, the Class Members, FCA, the Releasors, the Releasees and all of their respective heirs, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and every covenant and agreement made by FCA shall be binding upon all of the Releasees.

**15.5. Counterparts**

15.5.1. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

**15.6. Negotiated Agreement**

15.6.1. This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

**15.7. English language**

15.7.1. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

15.7.2. A French translation of the Settlement Agreement shall be prepared as expeditiously as possible by Counsel for FCA. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

**15.8. Transaction**

15.8.1. This Settlement Agreement constitutes a class transaction in accordance with Article 590 of the *Code of Civil Procedure* and Articles 2631 and following of the *Civil*

*Code of Québec*, and the Parties are hereby renouncing any errors of fact, of law, and/or of calculation.

**15.9. Recitals and Schedules**

15.9.1. The recitals to this Settlement Agreement, and the schedules attached hereto, both form part of this Settlement Agreement and are:

- (a) Schedule A – Inspection and Distribution Protocol
- (b) Schedule B – Notice to FCA Dealers

**15.10. Authorized Signatures**

15.10.1. Each of the undersigned Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

**15.11. Notice**

15.11.1. Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below.

**FOR THE PLAINTIFFS AND CLASS COUNSEL**

**Lex Group, Inc.**

c/o David Assor  
4101, Sherbrooke Street West  
Westmount, QC H3Z 1A7  
Tel: (514) 351-5500 #101  
E-mail: [davidassor@lexgroup.ca](mailto:davidassor@lexgroup.ca)

**FOR FCA**

**Dentons Canada LLP**

c/o Margaret Weltrowska and Erica Shadeed  
1, Place Ville-Marie, Suite 3900  
Montréal, QC H3B 4M7  
Tel: (514) 878-5841 / 4191  
E-mail: [margaret.weltrowska@dentons.com](mailto:margaret.weltrowska@dentons.com) / [erica.shadeed@dentons.com](mailto:erica.shadeed@dentons.com)

[Reminder of this page intentionally left blank – signature pages follow]

**IN WITNESS WHEREOF**, the parties hereby execute this Settlement Agreement.

Plaintiffs:

Date:

[REDACTED]

**CARLA PACIUCCI**

Date:

[REDACTED]

**VALÉRIE CHAMPAGNE**

Counsel for the Plaintiffs and the Class:

Date:

**LEX GROUP INC.**

[REDACTED]

Per David Assor

Defendant:

Date:

[REDACTED]

**FCA CANADA INC.**

Christopher J. Dunn

Name of Authorized Signatory

Counsel for the Defendant:

Date:

**DENTONS CANADA LLP**

[REDACTED]

Per Margaret Weltrowska

## SCHEDULE A

### INSPECTION AND DISTRIBUTION PROTOCOL

#### 1. DEFINITIONS

1.1.1 For the purposes of the Inspection and Distribution Protocol, the definitions found in the Settlement Agreement apply as well as the following definitions:

- (a) “**Claims Period**” means the time period in which Class Members may submit Claims for Reimbursement Payments, which shall be one (1) year from the first dissemination of the Approval Notice (at 11:59 PM Eastern Time).
- (b) “**Coverage Period**” means the time period during which FCA will provide prospective coverage under the Door Handle Repair Program, which will be calculated by the longer of ten (10) years from the in-service date of the subject Vehicle or, for a Vehicle whose in-service date is more than ten (10) years before the first date on which the Approval Notices are disseminated to Class Members, then one (1) year following the first date on which the Approval Notices are disseminated to Class Members.

*For illustrative purposes: if a Vehicle has an in-service date of July 1<sup>st</sup>, 2012 and the Approval Notices are first disseminated on July 1<sup>st</sup>, 2025, then the Coverage Period for the Vehicle in this example would extend until July 1<sup>st</sup>, 2026.*

- (c) “**Repair**” means the repair or replacement of the door handle of a Vehicle as a result of the Door Handle Issue.
- (d) “**Supporting Documentation**” means documentation that includes both: (i) proof that Repair work was performed to correct a Door Handle Issue (such as a repair receipt or work order); and (ii) proof of payment for the costs incurred for such Repair work, including parts, labor, and taxes (such as an invoice or payment receipt or other documentation accepted by the Claims Administrator).
- (e) “**VIN**” means Vehicle Identification Number.

#### 2. INSPECTION PROTOCOL FOR THE DOOR HANDLE REPAIR PROGRAM

2.1.1 FCA will offer the Door Handle Repair Program to all Class Members. The Door Handle Repair Program will provide prospective coverage, at no cost, to Repair the door handles of affected Vehicles during the Coverage Period.

2.1.2 Subject to Section 2.1.5, Class Members who believe their Vehicles are affected by the Door Handle Issue may have their Vehicle’s door handles inspected by an FCA Dealer during the Coverage Period to determine if their Vehicle is affected by the Door Handle

Issue and if their door handle(s) are eligible for Repair. If, after inspection, the FCA Dealer confirms that one or more door handles are affected by the Door Handle Issue, FCA shall Repair the affected door handles, as required, at no charge (inspection, parts, labor and taxes).

- 2.1.3 Inspections to identify a Door Handle Issue and any resulting Repairs under the Door Handle Repair Program will be performed free of cost. The Door Handle Repair Program does not cover preventative inspections or Repairs. Class Members whose Vehicles do not exhibit signs of the Door Handle Issue will not be entitled to pre-emptive inspections or door handle Repairs.
- 2.1.4 Class Members must schedule an inspection at an FCA Dealership before the end of the Coverage Period. For clarity, the inspection and any necessary Repairs may occur after the Coverage Period expires, provided the inspection was scheduled within the Coverage Period and all other eligibility criteria in this Section 2 are met.
- 2.1.5 If a Class Member resides more than 150 km from the nearest FCA Dealership, they may, as an exception, have their Vehicle inspected and, if necessary, repaired at a third-party repair facility within 150 km of their residence, provided the repair facility has been pre-approved by the Claims Administrator. To schedule an inspection under the remote repair process outlined in this provision, a Class Member must submit a request to the Claims Administrator for pre-approval of the third-party repair facility before any Repair work is performed. Once the third-party repair facility has been pre-approved by the Claims Administrator:
  - (a) If the inspection occurs before the end of the Claims Period, the Class Member may submit a Claim for reimbursement as a Reimbursement Payment by following the procedure set out in Section 3.1; or
  - (b) If the inspection occurs after the Claims Period has ended but before the expiry of the Coverage Period, the Class Member may submit a claim directly to the Claims Administrator, which claim must be accompanied by the information required under Section 3.1.3.

### **3. DISTRIBUTION PROTOCOL FOR THE REIMBURSEMENT PAYMENTS**

#### **3.1 Requirements to Claim a Reimbursement Payment**

- 3.1.1 In order to receive a Reimbursement Payment, Class Members who have already incurred costs to Repair their Vehicle door handles (prior to the date of expiration of the Claims Period) must submit a valid and timely Claim, either through an online Claim Form available on the Settlement Website or in written format, to the Claims Administrator. The Claims Administrator will provide a paper copy of the Claim Form upon request of Class Members who cannot complete the online Claim Form.

3.1.2 All Claims must be submitted before the end of the Claims Period. The Claims Administrator will not accept any Claim Forms received after the Claim Period has expired, however retains the discretion to consider claims received after the expiry of the Claims Period on a case-by-case basis.

3.1.3 To be valid, a Claim must include:

- (a) The relevant information identifying the Vehicle (VIN and model year) owned or leased by the Class Member;
- (b) The Class Member's personal information and contact details;
- (c) The approximate date (month/year) when the Door Handle Issue first occurred;
- (d) All Supporting Documentation for unreimbursed costs or expenses related to the Repair for which reimbursement is sought;
- (e) If the Class Member does not have any of its Supporting Documentation, all further details such as the general location where repair performed, the approximate date of the repair, the specific door handle involved and other relevant information ("**Additional Information**");
- (f) A sworn statement, in the form of an online or written attestation, confirming that the Repair costs or expenses have not already been reimbursed by FCA;
- (g) The information required to process payment by Interac e-transfer or a request for payment by cheque, as determined by the Claims Administrator.

To assist with this process, the Claims Administrator will make available to Class Members on the Settlement Website a list of FCA Dealerships and their contact information.

3.1.4 If a Class Member is unable to provide the VIN of his Vehicle or the required Supporting Documentation when submitting a Claim, they may request that their Claim be held in abeyance for a period of up to thirty (30) days to allow them to obtain a copy of the Supporting Documentation from the FCA Dealership or third party repair facility where the Repair was performed or from the SAAQ.

3.1.5 In the event any of the required documentation is missing and/or cannot be provided by the Class Member:

- (a) The Claims Administrator will reach out to a designated person on FCA's Quebec business center team, who would verify FCA's internal system to determine if the vehicle had any goodwill and/or warranty repairs done at an FCA dealership.

(b) If FCA's internal system does not contain any information regarding a goodwill or warranty repair, the Claims Administrator will try to contact FCA Dealers located near the area identified by the Class Member in the Additional Information to confirm whether a repair was performed and paid for by the Class Member in order to request a copy of the invoice or receipt from the FCA Dealer.

3.1.6 Before the Claims Period begins, FCA will issue a notice to all FCA Dealers advising them that they may receive communications from Class Members and/or the Claims Administrator requesting information or documents relating to prior Repairs. This notice to dealers will be substantially in the form of the notice at **Schedule B**.

3.1.7 FCA will not be required to carry out any further verifications to validate undocumented Repairs beyond what is provided for in this section 3.1.4.

3.1.8 There will be no maximum limit on: (i) the amount that Class Members may claim for a single Repair; or (ii) the number of Repairs for which a Class Member can seek to be reimbursed, provided that each Repair contained in a Claim meets the eligibility criteria set out in Section 3.1.3 and is submitted within the Claim Period.

3.1.9 In order to be eligible for reimbursement, Repairs do not need to have been performed by an FCA Dealer; Repairs completed by third-party mechanics will also be eligible for reimbursement, provided they meet the eligibility criteria in Section 3.1.3.

## **3.2 Distribution of Reimbursement Payments**

3.2.1 The Claims Administrator shall maintain sole and exclusive responsibility for the verification of Claims.

3.2.2 Upon receiving a Claim, the Claims Administrator will ask FCA to confirm whether the claimed costs or expenses have already been reimbursed by FCA. Class Members who have already been reimbursed by FCA for the costs or expenses claimed will not be eligible to receive a Reimbursement Payment.

3.2.3 If the information requested at Section 3.1.3 is validly provided to the Claims Administrator's satisfaction, acting reasonably and in a cost-efficient manner, and subject to the verifications required under Section 3.2.1, the Class Member will be eligible to receive a Reimbursement Payment.

3.2.4 Within ninety (90) days after the Claims Period ends, the Claims Administrator will review all submitted Claims and make a preliminary decision in respect of the admissibility of a Claim and the Reimbursement Payments to be distributed to eligible Class Members.

3.2.5 The Claims Administrator shall notify by email (or if no email has been provided, by regular mail) any Class Member who submitted a Claim that, in its view, is deficient, providing such Class Member with thirty (30) days to cure any such deficiency or deficiencies. Following this notice period, the Claims Administrator shall then make a final

decision in respect of the admissibility of the Claim, subject to any comments that may be raised by Class Counsel or FCA, as set forth in Section 3.2.9 hereinafter). For clarity purposes, the Claims Administrator retains full discretion to accept or reject claims, in whole or in part, notwithstanding any comments received from the Parties.

- 3.2.6 If a Claim is deficient due to missing or incomplete Supporting Documentation, the Claims Administrator may, in its discretion acting reasonably and in a cost-efficient manner, request copies of the missing Supporting Documentation from an FCA Dealer.
- 3.2.7 The Claims Administrator may consult with Class Counsel and Counsel for FCA regarding any Claims received.
- 3.2.8 Within thirty (30) days of the date on which it has made a final determination in respect of the admissibility of all Claims received, the Claims Administrator will issue a report to FCA (a copy of which to be sent to Class Counsel and Counsel for FCA) detailing the total Reimbursement Payments owed to eligible Class Members, including a breakdown of the amounts owed to each eligible Class Member.
- 3.2.9 FCA and Class Counsel will have thirty (30) days to review and comment the Claims Administrator's report and raise any disagreement.
- 3.2.10 Within thirty (30) days following receipt of said report from the Claims Administrator detailing the total Reimbursement Payments owed to eligible Class Members, FCA will transfer the corresponding amount to the Claims Administrator in a manner to be agreed upon between the Claims Administrator and FCA.
- 3.2.11 The Parties acknowledge that pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, the Fonds d'aide is entitled to levy an amount equal to two per cent (2%) for any Claim less than \$2,000, five per cent (5%) for any Claim exceeding \$2,000 but less than \$5,000, and ten per cent (10%) for any Claim exceeding \$5,000, of the indemnity payable to a Class Member. The Claims Administrator shall withhold two per cent (2%), five per cent (5%) or ten per cent (10%), as applicable, of the Reimbursement Payments owed to each eligible Class Member, for and on behalf of the Fonds d'aide and shall remit same to the Fonds d'aide.
- 3.2.12 Within thirty (30) days of receipt from FCA of an amount corresponding to the total Reimbursement Payments owed to eligible Class Members, the Claims Administrator will issue an Interac e-transfer by email, or a cheque in the mail if the latter is requested, to each Class Member whose Claim was approved, less the Fonds d'aide levy, using the identifying information and email or mailing address provided on the Claim Form.
- 3.2.13 During the Claims Period, the Claims Administrator will provide periodic updates to Class Counsel and Counsel for FCA in the event of material developments in the distribution process.

**4. REMAINING FUNDS AND UNCASHED CHEQUES FOLLOWING DISTRIBUTION OF THE REIMBURSEMENT PAYMENTS**

4.1.1 Any Interac e-transfers issued to eligible Class Members under the Settlement Agreement will remain valid for thirty (30) days. No Interac e-transfers can be deposited after that time and these transfers will be cancelled. This will be mentioned in the Approval Order and on the Settlement Website. The amounts of any such cancelled Interac e-transfers will be remitted by Concilia to the Montreal Children's Hospital as a donation on an anonymous basis.

4.1.2 Any cheques issued to eligible Class Members under the Settlement Agreement will remain valid for six (6) months from their issuance. No cheques can be cashed after that time. This will be mentioned in the Approval Order and on the Settlement Website. The amounts of any such unredeemed cheques will be paid remitted by Concilia to the Montreal Children's Hospital as a donation on an anonymous basis.

**5. RESOLUTION OF DISPUTES**

5.1.1 All decisions of the Claims Administrator shall be final and not appealable in any form before any courts in Canada or in any other country or state. Prior to making a determination, the Claims Administrator may consult with Class Counsel and Counsel for FCA to resolve any questions or uncertainties relating to such determinations. Notwithstanding the foregoing and for the avoidance of any doubt, the Court retains jurisdiction over the Action and the Settlement Agreement.

**SCHEDULE B**

**NOTICE TO FCA DEALERS**

[See next page]

Date: [Insert Date]

To: ■

From: FCA Canada Inc.

FCA Canada, Inc. has reached a settlement resolving a class action concerning the door handles [FCA: to confirm if reference should be made to part numbers] of Fiat 500 vehicles, model years 2012 to 2019.

The **Door Handle Issue** relates to cases where the door handle and/or locking mechanism of the vehicles causes the door handles to jam and, in some cases, break or detach from the vehicle.

Under the settlement:

- The vehicles in question are subject to an extended warranty program that includes [refer to extended warranty notice to dealers]
- The past or present owners of the vehicles in question are entitled to the reimbursement of out-of-pocket costs already incurred for previous repairs to or replacement of the door handles of their vehicles.

You may receive communications from: (i) class members (i.e. the customers), and/or (ii) the court-appointed claims administrator (name and contact information listed below), requesting information and/or documents relating to prior door handle repairs or replacements of the vehicles.

If you receive such a request, please verify your records to identify and provide to the requester (class member or claims administrator, as applicable), any of the following, to the extent available:

- Documentation showing any work performed to repair or replace a vehicle door handle (e.g., repair receipt or work order);
- Proof of customer payment for the repair (e.g., paid invoices, receipts).

**Note:** dealers are not required to determine eligibility or reimbursement amounts. Eligibility will be determined by the claims administrator under the settlement.

**The Court appointed Claims Administrator is:**

[Insert Concilia contact name and contact information]

If you have any questions, please contact [insert FCA contact information]