EXHIBIT 1

SECOND RENEWED CLASS ACTION SETTLEMENT AGREEMENT

Subject to court approval, Plaintiff Kristal Regueiro ("Plaintiff") and Defendant FCA US LLC enter into this Class Action Settlement Agreement ("Agreement").

I. RECITALS

WHEREAS, on August 5, 2022, Plaintiff Kristal Regueiro filed a class action alleging FCA US had failed to identify certain valve train system components as "high-priced" warranted parts under 13 CCR § 1950, *et seq.*, (the "California Emissions Warranty") and thus failed to provide coverage thereunder for diagnosis and/or repairs of valve train system components, *see Regueiro v. FCA US LLC*, Case No. 2:22-cv-05521 (C.D. Cal.);

WHEREAS, the Parties had engaged in briefing motions to dismiss and discovery efforts while the matter has been pending, and the Parties participated in a full-day mediation session on November 18, 2024 with JAMS mediator Mr. Bradley A. Winters, Esq.;

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

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

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

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

WHEREAS, the Parties, by and through their respective undersigned counsel, enter into this Agreement on the terms and conditions set forth below; and

WHEREAS, on September 8, 2025, the Court denied Plaintiff's Motion for Preliminary Approval, and Plaintiff subsequently filed a Second Amended Complaint on November 5, 2025 asserting the previously pleaded UCL claim on behalf of Plaintiff and the California Class only, with an additional claim for breach of contract on behalf of Plaintiff and Regulation 177 State Class Members, and the Parties agreed to revise the Agreement accordingly;

WHEREAS, on March 3 ,2026, the Court denied Plaintiff's Renewed Motion for Preliminary Approval, and Plaintiff subsequently filed a Third Amended Complaint on March 31, 2026, and the Parties agreed to further revise the Agreement accordingly;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff (for herself and the Class Members) and FCA US, that, subject to the Court's approval, the Action and the Released Claims will be compromised and settled, and have judgment entered, on the following terms and conditions.

II. DEFINITIONS

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

2.1. "Action" refers to the claims asserted in *Regueiro v. FCA US LLC*, Case No. 2:22-cv-05521 (C.D. Cal.).

2.2. "Administration Expenses" means the cost of the notice program relating to this Agreement and the costs of administering and processing of claims, disbursements of consideration and all other necessary and reasonable expenses associated with administering the Settlement. Administration expenses also includes all taxes and third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

2.3. "Agreement" means this Class Action Settlement Agreement including, without limitation, all attached exhibits.

2.4. "Attorneys' Fees, Costs, and Expenses" means the amount awarded by the Court to Class Counsel to compensate them, and any other attorneys for Plaintiff or the Settlement Class, and is inclusive of all attorneys' fees, costs, and expenses of any kind in connection with the Action, including its underlying consolidated and related cases. Class Counsel agrees not to submit a request for Attorneys' Fees, Costs, and Expenses that exceeds the sum of $1,005,000. The Court shall determine what amount of fees and expenses shall be awarded and issue an Order stating the amount of fees and expenses to be awarded. Attorneys' Fees, Costs, and Expenses are separate and will be in addition to the benefits provided directly to the Settlement Class and will not reduce or otherwise have any effect on the benefits made available to the Settlement Class. Attorneys' Fees, Costs, and Expenses do not include the payment of any Service Award.

2.5. "Claim" means a request for reimbursement under this Settlement.

2.6. "Claimant" is a Class Member who makes a Claim pursuant to this Agreement.

2.7. "Class" or "Settlement Class" means:

> All individuals who, as confirmed by FCA US's records, purchased one or more of the following vehicles equipped with a 3.6L engine in the states of California (the "California Class") and Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington ("Reg. 177 States") (the "Reg. 177 Class"): model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020

> Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; or model-year 2015-2020 Grand Cherokee.

Each member of the Settlement Class is a "Class Member." Excluded from the Class are Defendant, and its subsidiaries and affiliates; its current and former officers, directors, and employees (and members of their immediate families); and the legal representatives, heirs, successors or assigns of any of the foregoing. Also excluded are any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

2.8. "Class Vehicle" or "Class Vehicles" refers to the following vehicles equipped with a 3.6L engine and originally purchased/leased in the states of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington: model-year 2015-2020 Ram 1500; model-year 2015-2019 Dodge Journey; model-year 2015-2020 Jeep Wrangler; model-year 2015-2020 Dodge Challenger; model-year 2015-2020 Dodge Charger; model-year 2015-2020 Chrysler 300; model-year 2015-2020 Chrysler Town & Country or Dodge Grand Caravan; model-year 2015-2017 Chrysler 200; model-year 2015-2020 Ram Promaster; model-year 2015-2020 Dodge Durango; and model-year 2015-2020 Grand Cherokee.

2.9. "Class Counsel" means Jordan L. Lurie and Ari Y. Basser of Pomerantz LLP and Robert L. Starr of the Law Office of Robert L. Starr.

2.10. "Court" refers to the United States District Court for the Central District of California.

2.11. "Effective Date" means (i) the date upon which the time for seeking appellate review of the judgment (by appeal or otherwise) will have expired; or (ii) if an appeal is filed, the date upon which the time for seeking appellate review of any appellate decision affirming the

judgment (by appeal or otherwise) will have expired and all appellate challenges to the judgment will have been dismissed with prejudice without any person having further right to seek appellate review thereof (by appeal or otherwise). If Class Counsel and Defendant agree in writing, the Effective Date can occur on any other earlier agreed date.

2.12. "Fairness Hearing" or "Final Approval Hearing" means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (i) determine whether to grant final approval to the certification of the Settlement Class; (ii) determine whether to finally designate Plaintiff as the representative of the Settlement Class; (iii) determine whether to finally designate Class Counsel as counsel for the Settlement Class; (iv) determine whether to grant final approval to the Settlement; (v) rule on Class Counsel's Application for a Fee and Expense Award; (vi) rule on the Class Representatives' Application for Class Representative Service Awards; and (vii) consider whether to enter the Final Approval Order.

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

2.14. "In-Service Date" will mean the date on which a Class Vehicle was delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a "demonstrator" or "company" car, on the date such vehicle was first placed in service.

2.15. "Judgment" means the judgment to be entered by the Court in the Action finally approving this Agreement and dismissing the Action with prejudice.

2.16. "Notice" means the Short-Form Notice and/or Long-Form Notice, substantially in the same form as Exhibits A and B.

2.17. "Notice Date" means the date by which the Settlement Administrator completes the mailing of a copy of the Short-Form Notice by first class mail to each Class Member after first running the addresses of the Class Members through the National Change of Address database. The Notice Date will be no later than seventy-five days after the Court enters the Preliminary Approval Order.

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

2.19. "Released Claims" means Plaintiff's and California Class Members' claims under Section 17200 of California's Business & Professions Code (the "UCL") and Plaintiff's and Reg. 177 Class Members' claims for breach of contract, as well as any and all claims, causes of action, demands, debts, suits, liabilities, obligations, claims for monetary reimbursement, rights of action, remedies of any kind and/or causes of action of every nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal theory, existing now or arising in the future, by Plaintiff and any and all Class Members relating to the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances, or other matters based on malfunction of the Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet components in the Class Vehicles as pleaded in any complaint in the Action. Plaintiff and Reg. 177 Class Members also are releasing all claims and demands for damages, as limited by this paragraph. The Released Claims do not include claims for death, personal injuries, damage to tangible property other than a Class Vehicle, or subrogation. Nothing in this Settlement

will be construed as a waiver, release and/or compromise of any pending automobile lemon law claim.

2.20. "Releasees" or "Released Party" will mean, jointly and severally, individually and collectively, the entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated advertisements for the Class Vehicles, FCA US and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing. As used in this paragraph, "affiliates" means entities controlling, controlled by, or under common control with a Releasee.

2.21. "Service Award(s)" means the $7,500 that FCA US has agreed to pay to Plaintiff for serving as putative class representatives in the Action upon finalization of this Settlement and approval by the Court.

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

2.23. "Settlement Administrator" means Kroll Settlement Administration, a third-party entity who has been selected by the Parties, and appointed by the Court, to administer the Settlement and the claims process.

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

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

III. SETTLEMENT CONSIDERATION

In consideration for the Settlement, entry of Judgment, and dismissal, and for the Release provided herein, FCA US agrees to provide the following consideration to the Class:

A. Warranty Extension

3.1 FCA US has agreed to extend its existing warranty obligations applicable to the Class Vehicles to cover the costs of all parts and labor needed to replace a failed Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet component for the earlier of 7 years from the Class Vehicle's in-service date or 70,000 miles driven. All terms and conditions of the Basic Limited Warranty will apply. The Warranty Extension follows the Class Vehicles, is not personal to any owner or lessee, and fully survives the sale of the vehicle to subsequent purchasers.

3.2 The Class Members will not be required to present any Settlement-related document to receive warranty service at an authorized FCA US dealership. The costs of a qualifying diagnosis and/or repair will be covered under the Emissions Warranty without the Class Member having to pay out of pocket and then having to seek reimbursement. FCA US will not impose any fees or charges related to the warranty service.

3.3 All applicable rights and conditions under preexisting warranties will remain notwithstanding the implementation of this Settlement. Nothing in this Settlement will be construed as diminishing or otherwise affecting any other express or implied warranties covering the Class Vehicles.

3.4 FCA US may implement or continue to implement any additional customer satisfaction or goodwill policy, program, or procedure at their discretion, and may extend goodwill

consideration to individual Class Members on a case-by-case basis, without regard to their entitlement to relief under the Settlement. No such goodwill decision by FCA US, however, will act to deprive a Class Member or Claimant of the benefits available under the Settlement.

B. Diagnosis and Repair Reimbursements

3.5 Any Class Member who previously paid for diagnosis and/or repair relating to a failed Valve Rocker Arm, Valve Stem Oil Seals, or Valve Tappet component entitled to warranty coverage under this Settlement (*i.e.*, before 7 years from the Class Vehicle's in-service date and under 70,000 miles driven) may submit a claim to the settlement administrator for full reimbursement upon proof of a paid diagnosis and/or repair. With respect to diagnostic costs, Reimbursement will be provided to Class Members who paid for diagnosis that identified a condition requiring repair of a failed Valve Rocker Arm, Valve Stem Oil Seal, or Valve Tappet – even if no repair was performed – so long as the diagnosis occurred within the 7-year/70,000-mile warranty period. The deadline for submission of claims is 45 days after the Notice to the Class is disseminated.

3.6 Details regarding the Claim Form and submission, eligibility for reimbursement, documentation required, rejected claims, and payment information will be placed on the Settlement Website. To be valid, the claim submission must include: (a) a completed Claim Form; (b) proof of payment (e.g., a paid invoice, receipt or credit card statement showing amount paid and date of service); (c) documentation identifying the vehicle (including VIN), owner, the component diagnosed and/or repaired, and the name and contact information of the repair facility.

3.7 Claims submitted pursuant to this Settlement may be submitted, at the election of the Claimant, by U.S. mail, email, or through the dedicated Settlement Website. The mailing address and email address to which Claimants may submit Claims, as well as Claimants' right to

submit their Claims through the Settlement Website, shall be posted prominently in each of the following locations: the Short-Form Notice, Long-Form Notice, Claim Form, and dedicated Settlement Website.

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

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

3.10 Within 60 days of receiving a Claim, the Settlement Administrator shall provide written notice to the Claimant who submitted it, notifying the Claimant of:

(a) the amount, if any, that FCA US will reimburse the Claimant under this Settlement, if approved;

(b) the basis for the Settlement Administrator's decision to either deny or pay less than a full reimbursement (if applicable); and

(c) the Claimant's right to attempt to cure any deficiency that led to the Settlement Administrator's proposal to award less than full reimbursement.

3.11 In response to receiving the written notice under section II.B.3.10(c), Claimants may:

(a) Attempt to cure the deficiency stated as justification for not awarding a full reimbursement, by submitting the information and/or documentation identified by the Settlement Administrator as lacking in the Claim, within 20 days of receipt of the written notice. The Settlement Administrator shall have 35 days from the date of the cure attempt to provide written notice to the Claimant stating its final

determination as to the total reimbursement to be paid to the Claimant and the reasons for the reimbursement amount if less than requested; or

(b) Accept the partial reimbursement offered by the Settlement Administrator, which acceptance will be presumed if no cure attempt is received by the Settlement Administrator within 20 days of the date of the written notice.

3.12 The Settlement Administrator's final determination shall not be disputed by FCA US, Co-Lead Class Counsel, or the Claimant.

3.13 On a monthly basis beginning 30 days after the Notice Date, the Settlement Administrator shall provide Co-Lead Class Counsel and FCA US with a copy of each final determination notice sent pursuant to section IV.4, along with the Claim Form and all other documentation associated with the Claim.

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

3.15 At least two weeks before the hearing on final approval, the Settlement Administrator will provide an accounting of the reimbursement claims made.

3.16 Any Class Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action.

C. Costs of Administration and Notice

3.17 FCA US will be responsible for all Administration Expenses including Notice. In no event will Class Counsel be responsible for any Administration Expenses.

IV. CLAIMS ADMINISTRATION

4.1 Claims for reimbursement under this Settlement will be submitted through Kroll. The details for submission will be posted prominently in each of the following locations: the Short-Form Notice, Long-Form Notice, and a dedicated Settlement Website.

4.2 The Settlement Administrator will be responsible for, without limitation, printing, mailing and arranging for the mailing of Notice; handling return mail not delivered to Class Members, making any additional mailings required under the terms of this agreement, responding to requests for direct mailed notice or other documents, receiving and maintaining on behalf of the Court any Class member correspondence regarding request for exclusion and/or objections to the Settlement, forwarding written inquiries to Class Counsel or their designee for a response if warranted, establishing a post office box for the receipt of any correspondence, responding to requests from Class Counsel or FCA US's counsel, establishing a website and toll free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Settlement, otherwise implementing and/or assisting with the dissemination of the notice of the Settlement.

V. NOTICE TO THE CLASS

A. CAFA Notice.

5.1 In compliance with the attorney general notification provision of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, FCA US will cause notice of this Settlement to be provided to the Attorney General of the United States and the attorneys general of each state or territory in which a Class Member resides ("CAFA Notice"). FCA US will bear all costs associated with effecting the CAFA Notice.

B. Notice Deadline.

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

C. Individual Class Notice Methods.

5.3 Following the Court granting preliminary approval of this Settlement, the Settlement Administrator will send the Short-Form Notice by email (if an email address is available) or direct U.S. mail to all reasonably identifiable Class Members. The Settlement Administrator will further set up and maintain a Settlement Website where Class Members can access the Long-Form Notice, a copy of this Agreement, the operative complaint, and additional information about the Action and Settlement. The Short-Form Notice will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Class Members to leave a request for a paper copy of the Long-Form Notice.

5.4 For purposes of mailing Notice, FCA US agrees to provide to the Settlement Administrator within sixty days of entry of the Preliminary Approval Order all available names, email address and mailing address information for owners and lessors of each Class Vehicle, along with the Vehicle Identification Number ("VIN") for those Class Vehicles. Prior to mailing any individual Short-Form Notice, the Settlement Administrator will conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Members.

5.5 The Parties agree that the names, email addresses and addresses provided to the Settlement Administrator will not be used for any purpose other than for providing the written notice identified herein and that such names and addresses will be treated as private and confidential information and not disseminated, in any manner, to anyone other than the Settlement

Administrator. The Parties agree to seek entry of an Order by the Court mandating that FCA US provide the names, email addresses and addresses to the Settlement Administrator and that such information be treated as private, confidential, and proprietary.

5.6 For all Class Members for whom a Notice is returned with forwarding address information, the Settlement Administrator will re-mail the Notice to the new address indicated. For all Class Members for whom the Notice is returned without forwarding address information, the Settlement Administrator will perform an advanced address search and re-mail the Notice to the best-known address resulting from that search. If the Notice is returned as undeliverable a second time, then no further mailing will be required. The Settlement Administrator will promptly log each Notice that is returned as undeliverable and provide copies of the log to Class Counsel.

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

VI. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARDS

6.1. Class Counsel may apply to the Court for, and FCA US agrees to pay subject to Court approval, an award of reasonable attorneys' fees and expenses, inclusive of costs, up to, but not to exceed, the total combined sum of $1,005,000. Class Counsel will not accept any amount for attorneys' fees and expenses in excess of the above amount. Each party will have the right of appeal to the extent the amount awarded is inconsistent with this Agreement.

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

6.3. Upon finalization of this Settlement, FCA US will not oppose Plaintiff's request that FCA US separately pay a Service Award of $7,500 to Plaintiff.

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

VII. RELEASE

7.1 Upon entry of a Court order granting final approval of the Settlement and entering judgment pursuant to Section VIII.C below, Plaintiff and the Settlement Class irrevocably release, waive, and discharge any and all past, present, and future Released Claims against Releasees.

7.2 The Release in Section 7.1 does not release claims for death or personal injuries, or other claims unrelated to those asserted in the Action. The release effected by this Agreement is intended to be a specific release and not a general release. If, despite and contrary to the Parties' intention, a court construes the release as a general release under California law and determines that Section 1542 of the California Civil Code is applicable to the release, the Class Representatives, on behalf of themselves, hereby expressly waive and relinquish to the fullest extent permitted by law, the rights provided by Section 1542 of the California Civil Code, which provides:

> ***Certain Claims Not Affected By General Release:*** ***A general release does not extend to claims that the creditor or releasing party does not know or suspect to***

exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Each Class Representative expressly acknowledges that they have been advised by Class Counsel, or Class Counsel's designee, of the contents and effects of Section 1542, and with knowledge, each Class Representative expressly waives, on behalf of themselves, whatever benefits they may have had pursuant to such section. Each Class Representative expressly waives, on behalf of themselves, the benefit of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

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

7.4 This Settlement and the release in Section 7.1 do not affect the rights of Class Members who timely and properly request exclusion from the Class, or anyone encompassed within the Class definitions set forth in the complaints in this Action who is not a member of the Class defined in this Agreement. The Parties do not intend this Agreement and release to affect any legal claims that arise out of a consumer's purchase or use of any vehicle other than a Class Vehicle.

7.5 The motions for preliminary and final approval, administration and consummation of the Settlement will be under the authority of the Court. The Court will retain jurisdiction to protect, preserve, and implement the Settlement. The Court retains jurisdiction to enter such

further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement allowing for discovery related to objectors.

7.6 Upon issuance of the Final Approval Order and Judgment: (i) the Settlement will be the exclusive remedy for Class Members; (ii) Releasees will not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein; and (iii) Class Members will be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Releasees. Also, FCA US will release the named Plaintiff and her counsel from any potential claims, counter-claims, or other relief (including the ability to seek the recovery of costs under the Federal Rules of Civil Procedure) that could potentially be asserted against them, and which in any way are related to the Action.

VIII. SETTLEMENT APPROVAL PROCESS

A. Intention to Complete Settlement.

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

8.2. If the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court in the form contemplated by this Settlement or Final Approval Order and Judgment is reversed or materially modified on appeal, this Agreement will be null and void *ab*

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

B. Preliminary Court Approval.

8.3. Promptly after the Parties' execution of this Settlement, counsel for the Parties will present this Settlement to the Court for review and jointly seek entry of an order that certifies the Class as a Settlement Class, grants preliminary approval of this Settlement, and directs the Settlement Administrator to provide notice of the Settlement in the manner detailed herein.

8.4. No later than twenty days before the Court hearing on final approval of the Settlement, the Settlement Administrator will provide affidavits for the Court, with a copy to Class Counsel and FCA US, attesting that Notice was disseminated in a manner consistent with the terms of this Agreement or as otherwise required by the Court and providing a list of persons or entities who have opted out or excluded themselves from the Settlement.

C. Final Court Approval.

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

8.6. Upon entry of the Final Approval Order and Judgment, this Action will be dismissed, on its merits and with prejudice, with respect to all Plaintiff and all Class Members who have not properly excluded themselves from the Class, and without prejudice as to anyone else, subject to the continuing jurisdiction of the Court.

IX. REQUESTS FOR EXCLUSION

9.1. The provisions of this section will apply to any request for exclusion from the Class.

9.2. Any Class Member may make a request for exclusion by submitting an opt out or exclusion form which the Settlement Administrator shall make available on the Settlement Website or by submitting such request in writing. The completed opt-out form or written request shall be sent via first class U.S. mail to the specific address as set forth in the Long Form Notice.

9.3. Any request for exclusion must be submitted no later than forty-five days after the Notice Date.

9.4. Any request for exclusion will (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease, (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class, and (iv) be individually and personally signed by the Class Member.

9.5. Failure to comply with these requirements and to timely submit the request for exclusion will result in the Class Member being bound by the terms of the Settlement. Any purported request for exclusion or other communication that is unclear or internally inconsistent with respect to the Class Member's request to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for exclusion can only be

submitted individually on behalf of each Class Vehicle owned by the individual Class Member. Mass opt-outs and class requests for exclusion shall not be permitted.

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

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

9.8. Class Counsel and FCA US's Counsel represent and warrant that they have no other agreements with other counsel respecting Class Members, including any agreements with respect to referring, soliciting, or encouraging any Class Members to request to be excluded (or "opt out") from this Settlement.

9.9. Upon certification of the Class in connection with the Preliminary Approval of this Settlement, all written communications to multiple Class Members with respect to this Settlement will be mutually reviewed and agreed to by Class Counsel and FCA US's Counsel.

X. OBJECTIONS

10.1. Any Class Member who wishes to enter an objection to be considered is to submit a written notice of objection directly to the Court at the address set forth in the Notice postmarked by no later than forty-five days after the Notice Date.

10.2. To state a valid objection to the Settlement, an objecting Class Member must provide the following information in his, her, or its written objection: (i) the case name and number, *i.e.*, *Regueiro v. FCA US LLC*, Case No. 2:22-cv-05521 (C.D. Cal.); (ii) the Class Member's full name, current address, and current telephone number; (iii) the model year and VIN

of his /her/its Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position and whether the objection applies only to the objector, a part of the Class, or the entire class; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection; (x) the date of the objection; (xi) a list of all cases in which the Class member and/or his or her counsel filed or in any way participated – financially or otherwise – in objecting to a class settlement during the preceding five years. If the Class Member or their counsel has not made any such prior objection, the Class Member will affirmatively so state in the written materials provided with the objection.

10.3. If the objecting Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class Member must so state in the objection. Any Class Member who does not state his or her intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

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

10.5 Any objector who seeks a fee for their objection will do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

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

10.7 Any Class Member who fails to file and timely serve a written objection containing all of the information listed in Sections 10.2 and 10.3 above, including notice of their intent to appear at the Final Approval Hearing, will not be permitted to object to the Settlement and will be foreclosed from seeking any review of the Agreement or the terms of the Settlement by any means, including but not limited to an appeal.

XI. MISCELLANEOUS

A. Choice of Law.

11.1. This Settlement will be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice or conflict of law

provision, or rule that would cause the application of the laws of any other jurisdiction. For purposes of this Agreement only, FCA US expressly consents to the jurisdiction of the United States District Court for the Central District of California with respect to all matters arising out of this Agreement, including, without limitation, the certification and administration of the Settlement Class, the approval of the Settlement, and the enforcement of the Settlement and any associated orders or judgments. This consent includes claims asserted by or on behalf of all Settlement Class Members, regardless of their state of residence, including California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington arising out of this Agreement.

B. Not Evidence.

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

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

11.4. This provision will survive the expiration or voiding of the Settlement.

C. Headings.

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

D. Effect of Exhibits.

11.6. The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated herein.

E. Entire Agreement.

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

F. Counterparts

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

G. Arm's Length Negotiations.

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

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

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

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

H. Good Faith.

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

I. Public Statements.

11.13. The Parties and their Counsel agree to keep the substance of this Agreement confidential until such time as it is publicly filed, provided that this Section will not prevent FCA US from disclosing such information, prior to the date on which the Agreement is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys, nor will it prevent the Parties and their Counsel from disclosing such information to

persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of the Agreement; provided further that FCA US may disclose publicly the terms of the Agreement that it deems necessary to meet its regulatory obligations or fiduciary duties; and provided further that Plaintiff may disclose the terms to her expert(s). Neither the Parties nor their Counsel will issue (or cause any other Person to issue) any press release concerning the existence or substance of this Agreement until such time as it is publicly filed. After it is filed, Class Counsel may, at their own election and expense, issue a press release or public statement, subject to approval by FCA US, that reiterates the terms of the Long Form Notice. Counsel for the Parties may also respond to inquiries from the press. The substance of any written statement in response to a press inquiry with respect to this Settlement will be reviewed and mutually agreed to by Class Counsel and FCA US's Counsel.

J. Continuing Jurisdiction and Dispute Resolution.

11.14. The Parties agree the Court may retain continuing and exclusive jurisdiction over them, and all Class Members, for the purpose of the administration, interpretation, and enforcement of this Agreement.

K. Extensions of Time.

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

L. Nullification

11.16 In the event that any one or more provisions contained in the Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions, only if FCA US and Class Counsel

mutually elect to proceed as if such illegal or unenforceable provision had never been included in the Settlement Agreement.

M. Service of Notice.

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

As to Plaintiff:

Jordan L. Lurie
Ari Y. Basser
Pomerantz LLP
1100 Glendon Ave., 15th floor
Los Angeles, CA 90024

Robert L. Starr
The Law Office of Robert L. Starr
23901 Calabasas Rd., Ste. 2072
Calabasas, CA 91302

As to Defendant:

Stephen A. D'Aunoy
Klein Thomas Lee & Fresard
100 N. Broadway, Suite 1600
St. Louis, Missouri 63102

* * *

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

Dated: April 24, 2026, 2026

PLAINTIFF

Kristal Regueiro

FCA US LLC

By: Susan Allen

Approved as to form:

Class Counsel for Plaintiff and the Class:

Jordan L. Lurie
Ari Y. Basser
Pomerantz LLP

mutually elect to proceed as if such illegal or unenforceable provision had never been included in the Settlement Agreement.

M. Service of Notice.

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

As to Plaintiff:

Jordan L. Lurie
Ari Y. Basser
Pomerantz LLP
1100 Glendon Ave., 15th floor
Los Angeles, CA 90024

Robert L. Starr
The Law Office of Robert L. Starr
23901 Calabasas Rd., Ste. 2072
Calabasas, CA 91302

As to Defendant:

Stephen A. D'Aunoy
Klein Thomas Lee & Fresard
100 N. Broadway, Suite 1600
St. Louis, Missouri 63102

* * *

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

Dated: Apr 23, 2026, 2026

PLAINTIFF

Kristal Regueiro (Apr 23, 2026 13:32:37 PDT)

Kristal Regueiro

FCA US LLC

By:

Approved as to form:

Class Counsel for Plaintiff and the Class:

Jordan L. Lurie
Ari Y. Basser
Pomerantz LLP

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: FCA Warranty Settlement Ends Class Action Lawsuit Over Coverage for ‘High-Priced’ Auto Parts