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7

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF MARICOPA**

10
11 STATE OF ARIZONA, ex rel. MARK
BRNOVICH, Attorney General,

Case No: CV2019-006241

12 Plaintiff,

13 -vs-

**CORRECTED CIVIL
CONSENT ORDER
AND JUDGMENT**

14 FCA US LLC, FIAT CHRYSLER
15 AUTOMOBILES N.V., VM MOTORI
S.P.A., and VM NORTH AMERICA, INC.,

16 Defendants.
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19 **WHEREAS**, Plaintiff, the State of Arizona (“State” or “Plaintiff”), *ex rel.* Mark
20 Brnovich, Attorney General, filed a Complaint in this action alleging that FCA US
21 LLC, Fiat Chrysler Automobiles N.V., VM Motori S.p.A., and VM North America, Inc.
22 (hereinafter collectively, the “Defendants”) manufactured, marketed, advertised, and/or
23 engaged in the wholesale distribution of more than 100,000 model year 2014-2016 Ram
24 1500 trucks and Jeep Grand Cherokee sport utility vehicles equipped with 3.0-liter V6
25 diesel engines, (sometimes called “EcoDiesel” engines) (the “Diesel Vehicles,” as
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1 specifically defined below), including approximately 2,585 within Arizona; and that the
2 Diesel Vehicles contained undisclosed software allegedly intended to circumvent
3 federal or state emission standards and concealed this software from the public and state
4 and federal regulators;

5
6 **WHEREAS**, the State alleged that the foregoing conduct violated the Consumer
7 Fraud Act, A.R.S. § 44-1521 *et seq.*;

8 **WHEREAS**, the State, along with the Attorneys General of 51 other States,
9 Commonwealths, and territories, as well as several state environmental enforcement
10 agencies, formed the Multistate Working Group to investigate the Defendants in
11 connection with the emission control systems of the Diesel Vehicles and the offer and
12 sale of those vehicles to consumers;

13
14 **WHEREAS**, the State and the Defendants (collectively, the “Parties”) have
15 agreed to resolve the UDAP Claims raised by the Covered Conduct by entering into this
16 Consent Order and Judgment (hereinafter, the “Judgment”);

17
18 **WHEREAS**, each member of the Multistate Working Group and the Defendants
19 are entering into agreements memorializing or implementing a settlement, and as part of
20 the relief provided in these settlements, the Defendants will pay Seventy-Two Million,
21 Five Hundred Thousand Dollars (\$72,500,000) to the Multistate Working Group in
22 aggregate;

1 **WHEREAS**, the Defendants have agreed to fund a restitution program for
2 current owners and lessees and certain former owners and lessees of the Diesel Vehicles
3 in Arizona and throughout the United States as more fully set forth in the MDL
4 Consumer and Reseller Dealership Class Action Settlement Agreement and Release (*In*
5 *re: Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales Practices and Products Liability*
6 *Litigation*), Case No. 3:17-md-02777-EMD (N.D. Cal.) (hereinafter “MDL Consumer
7 Settlement Agreement”), pursuant to which eligible class member owners will receive a
8 weighted average of approximately \$2,908 per vehicle and eligible class member
9 lessees and former owners will receive \$990 per vehicle;
10

11 **WHEREAS**, as more fully set forth in the Department of Justice and California
12 Consent Decree, (*In re: Chrysler-Dodge-Jeep Ecodiesel Marketing, Sales Practices and*
13 *Products Liability Litigation*), Case No. 3:17-md-02777-EMD (N.D. Cal.) (hereinafter
14 “DOJ-CA Consent Decree,” as specifically defined below), the Defendants have agreed
15 to offer to owners and lessees of Diesel Vehicles an Approved Emissions Modification
16 that is expected to ensure the vehicles comply with Clean Air Act and California Health
17 and Safety Code emissions requirements through the full useful life of the vehicles and
18 to offer, through May 1, 2029, a comprehensive emissions warranty for Diesel Vehicles
19 that receive the Approved Emissions Modification;
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22 **WHEREAS**, for the reasons set forth in the contemporaneously filed Joint
23 Motion for Entry of Consent Judgment and for the purpose of avoiding prolonged and
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1 costly litigation, and in furtherance of the public interest, the State and the Defendants
2 consent to the entry of this Judgment;

3 **NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED:**

4 **I. JURISDICTION AND VENUE**

5 1. Defendants consent to this Court's continuing subject matter and personal
6 jurisdiction solely for the purposes of entry, enforcement, and modification of this
7 Judgment and without waiving their right to contest this Court's jurisdiction in other
8 matters. This Court retains jurisdiction of this action for the purposes of enforcing or
9 modifying the terms of this Judgment, or granting such further relief as the Court deems
10 just and proper.
11

12 2. Defendants consent to venue in this Court solely for the purposes of entry,
13 enforcement, and modification of this Judgment and do not waive their right to contest
14 this Court's venue in other matters.
15

16 3. Defendants hereby accept and expressly waive any defect in connection
17 with service of process in this action issued to each Defendant by the Attorney General
18 and further consent to service upon the below-named counsel via e-mail of all process
19 in this action.
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21 **II. DEFINITIONS**

22 4. As used herein, the below terms shall have the following meanings (in
23 alphabetical order):
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- a. **“Attorney General”** means the Arizona State Attorney General’s Office.

- b. **“Auxiliary Emission Control Device”** or **“AECD”** means “any element of design which senses temperature, vehicle speed, engine RPM, transmission gear, manifold vacuum, or any other parameter for the purpose of activating, modulating, delaying, or deactivating the operation of any part of the emission control system.” 40 C.F.R. § 86.1803-01.

- c. **“California Consent Decree”** means the Second California Partial Consent Decree, filed on January 10, 2019 in the U.S. District Court for the Northern District of California (the “Federal Court”), as agreed by (1) the Attorney General of California and the California Air Resources Board on behalf of the People of California; and (2) Defendants, resolving certain aspects of the disputes between those parties on the terms described therein. If the Federal Court approves the consent decree, “California Consent Decree” shall mean the decree as and in the form that it is ultimately approved and entered by the Federal Court.

- d. **“California UDAP Claims”** means claims or potential claims California asserted or could assert under its consumer protection

1 and unfair trade and deceptive acts and practices laws, as well as
2 common law and equitable claims, arising from or related to the
3 Covered Conduct, including in its sovereign enforcement capacity
4 or as *parens patriae* on behalf of its citizens.

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6 e. **“California UDAP Payment”** means the amount paid to
7 California and its agencies to resolve the California UDAP Claims
8 and does not include any other amounts paid by Defendants to
9 California, including, without limitation, restitution, payments to
10 resolve environmental claims, attorney fees or costs.

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12 f. **“CARB”** means the California Air Resources Board.

13 g. **“Covered Conduct”** means any and all acts or omissions,
14 including all communications, occurring up to and including the
15 Effective Date of this Judgment, relating to: (i) the design,
16 installation, presence, or failure to disclose any Defeat Device or
17 Undisclosed AECD in any Diesel Vehicle; (ii) the marketing or
18 advertisement of any Diesel Vehicle as green, clean,
19 environmentally friendly (or similar such terms), and/or compliant
20 with state or federal emissions standards, including the marketing
21 or advertisement of any Diesel Vehicle without disclosing the
22 design, installation or presence of a Defeat Device or Undisclosed
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1 AECD; (iii) any emissions-related conduct in connection with the
2 distribution to, offering for sale, delivery for sale, sale, or lease of
3 any Diesel Vehicle in any State; (iv) statements or omissions
4 concerning the Diesel Vehicles' emissions and/or the Diesel
5 Vehicles' compliance with applicable emissions standards,
6 including, but not limited to, certifications of compliance or other
7 similar documents or submissions.
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- 9 h. **“Defeat Device”** means an AECD “that reduces the effectiveness
10 of the emission control system under conditions which may
11 reasonably be expected to be encountered in normal vehicle
12 operation and use, unless: (1) Such conditions are substantially
13 included in the federal emission test procedure; (2) The need for
14 the AECD is justified in terms of protecting the vehicle against
15 damage or accident; (3) The AECD does not go beyond the
16 requirements of engine starting; or (4) The AECD applies only for
17 emergency vehicles,” 40 C.F.R. § 86.1803-01, or “any part or
18 component intended for use with, or as part of, any motor vehicle
19 or motor vehicle engine, where a principal effect of the part or
20 component is to bypass, defeat, or render inoperative any device or
21 element of design installed on or in a motor vehicle or motor
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1 vehicle engine in compliance with [the Emission Standards for
2 Moving Sources section of the Clean Air Act], and where the
3 person knows or should know that such part or component is being
4 offered for sale or installed for such use or put to such use.”
5 42 U.S.C. § 7522(a)(3)(B).
6

- 7 i. **“Diesel Vehicle”** means each and every light duty diesel vehicle
8 equipped with a 3.0-liter “EcoDiesel” engine that Defendants or
9 their respective affiliates sold or offered for sale in, leased or
10 offered for lease in, or introduced or delivered for introduction into
11 commerce in the United States or its states or territories, or
12 imported into the United States or its states or territories, and that
13 is or was purported to have been covered by the following U.S.
14 Environmental Protection Agency (“EPA”) Test Groups:
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Model Year	EPA Test Groups	Vehicle Makes and Models
2014	ECRXT03.05PV	Ram 1500
2014	ECRXT03.05PV	Jeep Grand Cherokee
2015	FCRXT03.05PV	Ram 1500
2015	FCRXT03.05PV	Jeep Grand Cherokee
2016	GCRXT03.05PV	Ram 1500
2016	GCRXT03.05PV	Jeep Grand Cherokee

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- j. “**DOJ**” means the United States Department of Justice.
- k. “**DOJ-CA Consent Decree**” means the consent decree, filed on January 10, 2019 in the Federal Court, as agreed by (1) the United States on behalf of the Environmental Protection Agency, and California; and (2) Defendants, resolving certain aspects of the disputes between those parties on the terms described therein. If the Federal Court approves the consent decree, “DOJ-CA Consent Decree” shall mean the decree as and in the form that it is ultimately approved and entered by the Federal Court.
- l. “**Effective Date**” means the date on which this Judgment has been signed by the Parties and entered as an order by the Court.
- m. “**EPA**” means the United States Environmental Protection Agency.
- n. “**MDL**” means the multidistrict litigation styled as *In re: Chrysler-Dodge-Jeep “Ecodiesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-02777-EMD (N.D. Cal.).
- o. “**Multistate Working Group**” means the Attorneys General of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota,

1 Mississippi, Missouri, Montana, Nebraska, Nevada, New
2 Hampshire, New Jersey, New Mexico, New York, North Carolina,
3 North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto
4 Rico, Rhode Island, South Carolina, South Dakota, Tennessee,
5 Texas, Utah, Vermont, Virginia, Washington, West Virginia,
6 Wisconsin, and Wyoming.

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8 p. “**UDAP Claims**” means claims or potential claims the State
9 asserted or could assert in its sovereign enforcement capacity or as
10 *parens patriae* on behalf of its citizens under UDAP Laws, as well
11 as common law and equitable claims, including claims or potential
12 claims that could be brought for injunctive relief and/or restitution
13 or other monetary payments to consumers under UDAP Laws.

14
15 q. “**UDAP Laws**” means all potentially applicable consumer
16 protection and unfair trade and deceptive acts and practices laws,
17 rules and/or regulations, including, without limitation, the
18 Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*, as well as under
19 federal, state and/or local laws, rules, regulations and/or common
20 law or equitable principles or doctrines.

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22 r. “**Undisclosed AECD**” means an AECD that was not disclosed to
23 federal or state regulators in the course of applying to such
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1 regulators for certification of emission compliance or Executive
2 Order.

3 III. EFFECT OF JUDGMENT

4 5. This Judgment fully and finally resolves and disposes of the UDAP
5 Claims arising from or related to the Covered Conduct that were alleged in the
6 Complaint in this matter or that could be brought by the State in its sovereign
7 enforcement capacity or as *parens patriae* on behalf of the citizens of the State.
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9 6. The Judgment will, upon its Effective Date, constitute a fully binding and
10 enforceable agreement between the Parties, and the Parties consent to its entry as a final
11 judgment by the Court.
12

13 IV. RELIEF

14 7. Without admitting any of the factual or legal allegations in the Complaint,
15 the Defendants have agreed to the following relief.
16

17 Monetary Relief

18 8. Within ten (10) business days of the State providing written notice to
19 Defendants containing (i) a signed certification on State letterhead that the Judgment is
20 final under the laws of the State of Arizona such that no further judicial or
21 administrative action is required in order for the Judgment to be final; (ii) a copy of the
22 Judgment entered by the Court and any other documents evidencing the finality of the
23 Parties' settlement; and (iii) signed wire instructions on State letterhead in a mutually
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1 agreed format (collectively, the "Settlement Documents"), Defendants shall pay
2 \$1,615,625 ("the Arizona Settlement Amount"), to the State in accordance with the
3 wire instructions in the Settlement Documents. The Arizona Settlement Amount shall
4 be used for consumer restitution as set forth in Appendix A and any remainder shall be
5 used for law enforcement purposes. Defendants, through their undersigned counsel,
6 agree to and upon request of Plaintiff shall take steps reasonably necessary to assist
7 Plaintiff in obtaining authorization to use the list of Arizona consumers provided to
8 Plaintiff pursuant to paragraph 13(iii) below for purposes of Plaintiff providing such
9 consumers additional restitution through a claims process established by Plaintiff.
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12 9. The State represents that, of the Arizona Settlement Amount, \$1,615,625,
13 or \$625 per Diesel Vehicle that the parties stipulate for purposes of this judgment were
14 sold or leased in Arizona (2,585 vehicles), is on account of Arizona's release of its
15 UDAP Claims.
16

17 10. If Defendants pay a California UDAP Payment that is greater than \$625
18 per Diesel Vehicle sold or leased in California (as agreed with California in the
19 California Consent Decree), then Defendants shall within thirty (30) business days pay
20 by wire transfer payable to the State of Arizona an additional amount so as to make the
21 amount paid to Arizona on account of Arizona's release of its UDAP Claims equal, on
22 a per Diesel Vehicle basis, to the California UDAP Payment. For the avoidance of
23 doubt, the payment described in this paragraph, if made at all, need not be made until
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1 thirty (30) business days after the later of the following dates: (i) the date that Arizona
2 provides the Settlement Documents; or (ii) the date Defendants make the California
3 UDAP Payment.

4 **Injunctive Relief**

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6 11. Except as otherwise stated herein, Defendants and their officers and
7 employees are hereby enjoined, as follows:

- 8 a. The Defendants and their affiliates shall not engage in future unfair
9 or deceptive acts or practices under Arizona law in connection with
10 their dealings with consumers and state regulators, directly or
11 indirectly, by:
- 12 i. Advertising, marketing, offering for sale, selling, offering
13 for lease, leasing, or distributing in Arizona any vehicle that
14 contains a Defeat Device;
 - 15 ii. Misrepresenting to consumers or knowingly assisting others
16 in misrepresenting to consumers that a vehicle complies with
17 United States, State or local emissions standards;
 - 18 iii. Making a materially misleading statement or omission to
19 consumers regarding the compliance of a vehicle with any United
20 States or State emissions standard applicable to that vehicle;
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1 iv. Misrepresenting to consumers that a vehicle has low NO_x
2 emissions; and

3 v. Misrepresenting to consumers that a vehicle has low
4 emissions, lower emissions than other vehicles, or a specific
5 level(s) of emissions.
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7 **Additional Undertakings**

8 12. The Defendants shall comply with the Approved Emissions Modification
9 Program (Sec. 4 and related provisions of Secs. 5 & 6), including the Approved
10 Emissions Modification, the Owner Payment, the Former Owner Payment, the Lessee
11 Payment, and the Warranty Obligations provisions, of the MDL Consumer Settlement
12 Agreement, attached hereto as Exhibit A, which provisions will be deemed part of this
13 Judgment.
14

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16 **V. REPORTING AND NOTICES**

17 13. The Defendants shall produce to the State: (i) any status reports
18 concerning the Recall Program provided to the Department of Justice pursuant to the
19 DOJ-CA Consent Decree; (ii) annual reports generated by the corporate compliance
20 auditor required under the DOJ-CA Consent Decree; and (iii) as to consumers with an
21 address in the State, any consumer name and address information to be provided by the
22 Defendants to the Notice Administrator under the MDL Consumer Settlement
23 Agreement. The Defendants shall provide this information to the State
24 contemporaneous with its provision to the DOJ, EPA, CARB, the California Attorney
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1 General (the "CAAG"), and the MDL Consumer Settlement Agreement Notice
2 Administrator, as applicable. All such reports and information shall be submitted to the
3 State's representative listed in paragraph 15 (Notice) or such other person as the State
4 may direct. The State shall take all reasonable efforts to protect consumer data
5 provided for any purpose related to this Judgment or the other settlement agreements
6 and orders referenced herein.
7

8 14. Defendants shall promptly respond to the State's reasonable inquiries
9 about the status of its consumers' claims submitted under the MDL Consumer
10 Settlement Agreement. Defendants shall provide the State with contact information for
11 a representative of Defendants for purposes of such inquiries.
12

13 15. Any notices required to be sent to the State or the Defendants under this
14 Judgment shall be sent by United States mail, certified mail return receipt requested, or
15 other nationally recognized courier service that provides for tracking services and
16 identification of the person signing for the document. Communications enclosing or
17 regarding the Settlement Documents, as set forth in paragraph 8, or providing reporting
18 under paragraph 13, may be sent by e-mail to the addresses provided below. The
19 notices or documents shall be sent to the following addresses:
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22 **For the State:**

23 Drew C. Ensign
24 Consumer Protection and Advocacy Section
25 Arizona Attorney General's Office
26 2005 North Central Avenue,
Phoenix, AZ 85004
ACL@azag.gov

For the Defendants:

Christopher J. Pardi
FCA US LLC
1000 Chrysler Drive
Auburn Hills, MI 48326
christopher.pardi@fcagroup.com

David M.J. Rein
William B. Monahan
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
reind@sullcrom.com
monahanw@sullcrom.com

VI. RELEASE

16. Subject to paragraph 17 below, in consideration of the monetary and non-monetary relief described in Section IV, and the undertakings to which the Defendants have agreed in the MDL Consumer Settlement Agreement and the DOJ-CA Consent Decree, and upon the Defendants’ payment of the amount contemplated in paragraph 8, and upon the Federal Court’s approval of the MDL Consumer Settlement Agreement and DOJ-CA Consent Decree:

i. Except as provided in paragraph 17 below, the State releases the Defendants, their affiliates and any of the Defendants’ or their affiliates’ former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives (collectively, the “Released Parties”), from all UDAP Claims arising from or related to the Covered Conduct, including without limitation (i) restitution or other

1 monetary payments or injunctive relief to consumers; and (ii) penalties,
2 fines, restitution or other monetary payments or injunctive relief to the
3 State.

4 17. The State reserves, and this Judgment is without prejudice to, all claims,
5 rights, and remedies against Defendants, and Defendants reserve, and this Judgment is
6 without prejudice to, all defenses, with respect to all matters not expressly released in
7 paragraph 16, including, without limitation:
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- 9 a. any claims arising under state tax laws;
10 b. any claims for the violation of securities laws;
11 c. any criminal liability;
12 d. any claims arising under state environmental laws and regulations,
13 including laws and regulations regarding mobile source emissions,
14 inspection and maintenance of vehicles and/or anti-tampering
15 provisions;
16 e. any civil claims unrelated to the Covered Conduct; and
17 f. any action to enforce this Judgment and subsequent, related orders
18 or judgments.
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22 18. The claims set forth in the Complaint are resolved in their entirety under
23 Arizona Rule of Civil Procedure 54(c).
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VII. MISCELLANEOUS

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2 19. The provisions of this Judgment shall be construed in accordance with the
3 laws of Arizona.

4 20. This Judgment is made without (i) trial or adjudication of any issue of fact
5 or law; (ii) admission of any issue of fact or law; or (iii) finding of wrongdoing or
6 liability of any kind.

7
8 21. Nothing in this Judgment shall limit or expand the Attorney General’s
9 right to obtain information, documents, or testimony from the Defendants pursuant to
10 any state or federal law, regulation, or rule concerning the claims reserved in paragraph
11 17, or to evaluate the Defendants’ compliance with the obligations set forth in this
12 Judgment.

13
14 22. Defendants agree not to deduct the Arizona Settlement Amount in
15 calculating their state or local income taxes in Arizona. Nothing in this Judgment
16 releases any private rights of action asserted by entities or persons not releasing claims
17 under this Judgment, nor does this Judgment limit any defense available to the
18 Defendants in any such action.

19
20 23. The Parties agree that this Judgment does not enforce the laws of other
21 countries, including the emissions laws or regulations of any jurisdiction outside the
22 United States. Nothing in this Judgment is intended to apply to, or affect, Defendants’
23 obligations under the laws or regulations of any jurisdiction outside the United States.
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1 At the same time, the laws and regulations of other countries shall not affect
2 Defendants' obligations under this Judgment.

3 24. Nothing in this Judgment constitutes an agreement by the State
4 concerning the characterization of the amounts paid hereunder for purposes of any
5 proceeding under the Internal Revenue Code or any state tax laws. The Judgment takes
6 no position with regard to the tax consequences of the Judgment with regard to federal,
7 state, local and foreign taxes.
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9 25. Nothing in this Judgment shall be construed to waive any claims of
10 sovereign immunity any party may have in any action or proceeding.
11

12 26. Any failure by any party to this Judgment to insist upon the strict
13 performance by any other party of any of the provisions of this Judgment shall not be
14 deemed a waiver of any of the provisions of this Judgment.
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16 27. This Judgment shall act as an injunction issued under A.R.S. § 44-1528.
17 Nothing in this Judgment shall constitute an admission or finding of fact or an
18 admission or finding that Defendants have engaged in or are engaged in a violation of
19 law.
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21 28. This Judgment, which constitutes a continuing obligation, is binding upon
22 the State and Defendants, and any of Defendants' respective successors, assigns, or
23 other entities or persons otherwise bound by law.
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1 29. Aside from any action stemming from compliance with this Judgment and
2 except in the event of a Court's material modification of this Judgment, the Parties
3 waive all rights of appeal or to re-argue or re-hear any judicial proceedings upon this
4 Judgment, any right they may possess to a jury trial, and any and all challenges in law
5 or equity to the entry of this Judgment. The Parties will not challenge or appeal (i) the
6 entry of the Judgment, unless the Court materially modifies the terms of the Judgment,
7 or (ii) the Court's jurisdiction to enter and enforce the Judgment.
8

9 30. The terms of this Judgment may be modified only by a subsequent written
10 agreement signed by all Parties. Where the modification constitutes a material change
11 to any term of this Judgment, it will be effective only by written approval of all Parties
12 and the approval of the Court.
13

14 31. Consent to this Judgment does not constitute an approval by the Attorney
15 General of the Defendants' business acts and practices, and Defendants shall not
16 represent this Judgment as such an approval.
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18 32. In entering into this Judgment, Defendants have made no admission of
19 law or fact. The Defendants shall not take any action or make any statement denying,
20 directly or indirectly, the propriety of this Judgment. Nothing in this paragraph affects
21 the Defendants' right to take legal or factual positions in defense of litigation or other
22 legal, administrative or regulatory proceedings, or any person's testimonial obligations.
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1 33. Nothing in this Judgment shall preclude any party from commencing an
2 action to pursue any remedy or sanction that may be available to that party upon its
3 determination that another party has failed to comply with any of the requirements of
4 this Judgment.

5 34. Nothing in this Judgment shall create or give rise to a private right of
6 action of any kind or create any right in a non-party to enforce any aspect of this
7 Judgment or claim any legal or equitable injury for a violation of this Judgment. The
8 exclusive right to enforce any violation or breach of this Judgment shall be with the
9 parties to this Judgment and the Court.

10 35. Nothing in this Judgment shall relieve the Defendants of their obligation
11 to comply with all federal, state or local law and regulations.

12 36. If any portion of this Judgment is held invalid by operation of law, the
13 remaining terms of this Judgment shall not be affected and shall remain in full force and
14 effect.

15 37. This Judgment supersedes all prior communications, discussions or
16 understandings, if any, of the Parties, whether oral or in writing.

17 38. Any filing or related court costs imposed shall be paid by the Defendants.

18 39. Each of the persons who signs his/her name below affirms that he/she has
19 the authority to execute this Judgment on behalf of the Party whose name appears next
20 to his/her signature and that this Judgment is a binding obligation enforceable against
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1 said Party under Arizona law. The signatory from the Arizona State Attorney's General
2 Office represents that he/she has the authority to execute this Judgment on behalf of the
3 State and that this Judgment is a binding obligation enforceable against the State under
4 Arizona law.

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6 **IT IS SO ORDERED. JUDGMENT** is hereby entered in accordance with the
7 foregoing.

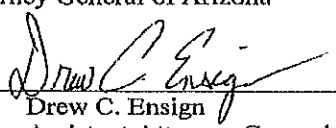
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9 By the Court:

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12 _____
13 HON. PAMELA GATES
14 JUDGE SUPERIOR COURT

15 Dated: _____

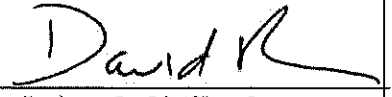
16 The undersigned Parties enter into this Consent Judgment in the matter of *State v. FCA*
17 *US LLC* (Maricopa County Superior Court).

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19 MARK BRNOVICH
Attorney General of Arizona

20 By: 
21 Drew C. Ensign
22 Assistant Attorney General
23 Attorney for Plaintiff
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Attorneys for Defendants

By: 
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Clark Hill PLC
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Scottsdale, Arizona 85254
Telephone: (480) 822-6754
Facsimile: (480) 684-1168
Email: ccurran@clarkhill.com

1 APPENDIX A

2 Retention and Operation of Claims Administrator and Claims Process

3 1.1 Plaintiff shall promptly take steps to procure a claims administrator upon
4 the entry of the consent judgment by the Court. The claims administrator so procured
5 shall be responsible for the following settlement administration activities:

6 (a) Taking possession and custodial control of the settlement sum that is
7 set aside for payments to consumers pursuant to ¶ 8 of the Consent Judgment;

8 (b) Obtaining a list of eligible consumers¹ from the appropriate state
9 agencies departments and other relevant third parties, as well as current address
10 information for eligible consumers.

11 (c) Sending out consumer letters to eligible consumers by First-Class
12 U.S. Mail, explaining that eligible consumers are eligible to receive up to \$1,000 in
13 connection with the resolution of this matter, in addition to any sums such consumers
14 already may have received or may be entitled to receive in connection with the Diesel
15 Vehicles as a result of other legal actions or resolution of claims;

16 (d) Sending out e-mail notification to those eligible consumers for
17 whom e-mail addresses can be obtained, explaining that eligible consumers are eligible to
18 receive up to \$1,000 in connection with the resolution of this matter, in addition to any
19

20 ¹ “**Eligible consumers**” shall mean person(s) who owned or leased a Diesel Vehicle that was
21 registered with the Arizona Department of Transportation (“ADOT”) on January 12, 2017, the
22 date of EPA’s notice of violation. For purposes of this Agreement, if ownership of a Diesel
23 Vehicle was transferred within Arizona on January 12, 2017, the person(s) who first held
24 ownership on that date is/are the eligible consumer, or, if only one person held ownership in
25 Arizona on January 12, 2017 (*i.e.*, if ownership of the car passed out of state), the person who so
26 held ownership in Arizona is the pertinent Eligible Consumer. If Plaintiff is unable to obtain
reliable data of eligible consumers, then it will instead distribute restitution based on a formula,
at Plaintiffs’ sole discretion, that follows how restitution is being distributed by the MDL and as
the consumer data permits.

1 sums such consumers may have already received or may be entitled to receive in
2 connection with the Diesel Vehicles as a result of other legal actions or resolution of
3 claims;

4 (e) Compiling and verifying the claim forms returned by eligible
5 consumers;

6 (f) Sending a check, consistent with ¶ 8 of the Consent Judgment, along
7 with a payment letter, to each eligible consumer who has properly returned a timely
8 submitted claim form;

9 (g) After the pertinent time for cashing all issued checks has expired
10 (pursuant to the instructions in each payment letter), or upon notification by the State,
11 through the Office of the Arizona Attorney General, that its reasonable efforts to reach all
12 eligible consumers have been completed, whichever comes later, the claims administrator
13 will send any remaining custodial funds to the Plaintiff, to be deposited into the revolving
14 fund established pursuant to A.R.S. § 44-1531.01 and used for the purposes set forth in
15 A.R.S. § 44-1531.01(C).

16 1.2 The consumer letters and e-mail notifications sent out by the claims
17 administrator under Sections 1.1(c) and 1.1(d) of this Appendix A shall include the
18 following language:

19
20 Fiat Chrysler has also reached a nationwide, class action settlement (the “Class
21 Action Settlement”) with current owners and lessees and certain former owners
22 and lessees of 2014-2016 Jeep Grand Cherokee and Ram 1500 3.0L EcoDiesel
23 vehicles. The Class Action Settlement might entitle you to additional cash
24 compensation and other benefits if you file a claim through the Class Action
25 Settlement process, which is separate from the Arizona Attorney General’s claims
26 process. The eligibility requirements of the Class Action Settlement include that
the participant’s vehicle must receive a software update to ensure compliance with
the emissions standards to which the vehicle was originally certified without

1 reducing advertised performance or average fuel economy. For more information
2 on the Class Action Settlement, please visit www.EcoDieselSettlement.com.

3 1.3 The State retains the right to investigate whether any returned claim forms
4 were not in fact from Eligible Consumers and to deny consumer payments accordingly if
5 it concludes, in its exercise of good faith based upon the facts presented, that a claim
6 form is not from an eligible consumer.

7 1.4 It is the intention of the Parties that Plaintiff will assume full control of the
8 claims process described in this Agreement, and that Defendants shall have no
9 obligations with respect to the claims process. Neither Plaintiff nor any third party shall
10 be entitled to assert claims against Defendants arising out of the claims process described
11 in this Agreement.

12 1.5 Nothing in this Appendix A shall create any obligation on Defendants
13 beyond the terms set forth in paragraphs 1-39 of the Judgment, including but not limited
14 to, any obligation to pay any amount to any party other than paying the Arizona
15 Settlement Amount (as set forth in paragraph 8 of the Judgment) to Plaintiff.
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eSignature Page 1 of 1

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Granted with Modifications



/S/ Pamela Gates Date: 4/30/2019
Judicial Officer of Superior Court

ENDORSEMENT PAGE

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CHRISTOPHER T CURRAN

DREW CURTIS ENSIGN