

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into as of this 18th day of June, 2021, by and among (1) Robert Schmidt, Jason Taylor, and Russell Adams (collectively, the “Named Plaintiffs” or “Class Representatives”), individually and as representatives of a Settlement Class defined below, and (2) Jaguar Land Rover North America, LLC (hereafter “JLRNA”) (collectively, the “Parties”).

WHEREAS, on April 29, 2018, Robert Schmidt filed a putative class action in the United States District Court for the District of New Jersey (the “Court”) against JLRNA on behalf of current and former owners and lessees of 2012-2014 model year Jaguar and Land Rover vehicles equipped with a 5.0 liter direct injection engine. The Complaint alleges that the vehicles at issue contain an alleged defect in the timing chain assembly that purportedly can lead to premature failures of the timing chains, timing chain tensioners, tensioner levers, and 5.0 liter direct injection engines (the “Alleged Defect”). The Complaint alleged that JLRNA failed to disclose and repair the Alleged Defect and asserted various causes of action. The civil action initiated by the complaint is known as Schmidt v. Jaguar Land Rover North America, LLC, No. 18-cv-08528-CCC-JBC (the “Litigation”).

WHEREAS, on October 31, 2018, the plaintiffs filed the First Amended Complaint in the Litigation asserting additional allegations in furtherance of the claims related to the Alleged Defect.

WHEREAS, the Named Plaintiffs plan to file a Second Amended Complaint in the Litigation that will name as plaintiffs the Named Plaintiffs and that will assert all causes of action on behalf of themselves and the Class (defined below).

WHEREAS, Class Counsel (defined in Paragraph 1.3) represents Named Plaintiffs in the Litigation.

WHEREAS, Class Counsel and the Class Representatives have conducted an extensive investigation into the facts and the law regarding the Litigation, have engaged in informal discovery, and have concluded that a settlement with JLRNA according to the terms set forth below is in the best interests of Named Plaintiffs and the Settlement Class (defined below).

WHEREAS, despite its denial of any liability or culpability and its belief that it has meritorious defenses to the claims alleged, JLRNA nevertheless has decided to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation without admission of liability.

WHEREAS, the Parties and their counsel recommend approval by the Court of the Settlement (defined below) set forth herein, and the Named Plaintiffs and

Class Counsel recommend to Class Members (defined below) participation in the settlement set forth herein.

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, and intending to be legally bound, it is agreed by and among the undersigned that the Litigation be settled, compromised, and dismissed with prejudice—without costs as to the Class Representatives, the Settlement Class or JLRNA except as provided for herein—on the following terms and conditions:

1. Definitions.

1.1 “Agreement” means this Settlement Agreement, including any exhibits hereto.

1.2 “Class” means all Class Members collectively.

1.3 “Class Counsel” means Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C.

1.4 “Class Member” means any current or former owner or lessee of a Class Vehicle (defined below), who is or was the registered owner or lessee of such vehicle, on or before the date that this Settlement receives preliminary approval, to the extent that such registration was in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded:

(i) owners and lessees who first purchased or leased a Class Vehicle nine or more

years after such Class Vehicle was registered for the first time; (ii) owners and lessees of a Class Vehicle on which a timing chain and/or timing chain tensioner was first replaced when such Class Vehicle had been in service for more than eight years or driven for more than 100,000 miles; (iii) any judge assigned to the Litigation; (iv) Persons, if any, who prior to the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Paragraph 14.2; (v) financial institutions; and (vi) JLRNA.

1.5 “Class Representative(s)” means Robert Schmidt, Jason Taylor, and Russell Adams.

1.6 “Class Vehicle(s)” means Model Year 2012, Model Year 2013, and Model Year 2014 Land Rover LR4 and Range Rover Sport vehicles.

1.7 “Court” means the United States District Court for the District of New Jersey.

1.8 “Effective Date” shall have the meaning given to it in Paragraph 15 below.

1.9 “Party” means a Class Representative or JLRNA, and “Parties” means the Class Representatives and JLRNA.

1.10 “Past Repair(s) or Replacement(s)” means one or more repairs or replacements that are performed at any point before ten (10) days after the date Class Notice is mailed.

1.11 “Person” means any individual or entity.

1.12 “Releasee(s)” shall refer jointly and severally, individually and collectively to JLRNA, Jaguar Land Rover Limited, Jaguar Land Rover Holdings Limited, Jaguar Land Rover Automotive PLC, TML Holdings Pte. Limited, Tata Motors Limited, and their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, authorized retailers, 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, 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.

1.13 “Releasers” shall refer jointly and severally, individually and collectively to the Class Representatives, the Settlement Class Members, their future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, 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 Releasor.

1.14 “Settlement” means the resolution set forth in this Settlement Agreement.

1.15 “Settlement Class” means all Settlement Class Members collectively.

1.16 “Settlement Class Member” means any member of the Class who has not elected to be excluded from the Class.

## 2. Certification of the Settlement Class.

2.1 The Parties stipulate and agree that, for the purposes of the Settlement set forth herein only, and subject to Court approval, the following settlement class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure and should be certified:

All current and former owners or lessees of Class Vehicles who are or were the registered owners or lessees of such vehicles, on or before the date that this Settlement receives preliminary approval, to the extent that such registrations were in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (i) owners and lessees who first purchased or leased a Class Vehicle nine or more years after such Class Vehicle was registered for the first time; (ii) owners and lessees of a Class Vehicle on which a timing chain and/or timing chain tensioner was first replaced when such Class Vehicle had been in service for

more than eight years or driven for more than 100,000 miles; (iii) any judge assigned to the Litigation; (iv) Persons, if any, who prior to the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Paragraph 14.2; (v) financial institutions; and (vi) JLRNA.

2.2 The Parties stipulate and agree that, for the purposes of the Settlement set forth herein only, and subject to Court approval, the Class Representatives shall serve as the representatives of the Class and Class Counsel shall be appointed as counsel for the Class.

2.3 Upon the certification of the Class in connection with the preliminary approval of this Settlement, Class Counsel acknowledge that they will have formed an attorney-client relationship with Class Members, and Class Counsel agree to seek in the preliminary approval order from the Court a provision encouraging all written communications to multiple Class Members with respect to this Agreement to be first reviewed and approved by the Court and then dispatched through the Settlement Administrator under the guidance of Class Counsel, and Class Counsel agree to abide by such provision as may be required by the Court, provided that nothing in this Agreement shall be construed to obligate JLRNA to pay for the printing or mailing costs of any written communication to multiple Class Members other than the Class Notice (attached as Exhibit C) and Claim Form (attached as Exhibit A).

3. Consideration for Settlement. As consideration for the Settlement set forth herein, JLRNA will provide to Settlement Class Members certain warranty and reimbursement benefits as set forth herein.

3.1 Warranty Extension Benefits.

3.1.1 Warranty Extension for Timing Chain and Timing Chain Tensioners. Effective on the date Class Notice (defined in Paragraph 10) is mailed, JLRNA shall extend its New Vehicle Limited Warranty to cover repairs or replacements, performed by authorized Land Rover retailers only, of timing chains and timing chain tensioners in Class Vehicles, for up to eight years and 100,000 miles, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Warranty Coverage Percentage
6	50,001 to 70,000	60%
7	70,001 to 85,000	50%
8	85,001 to 100,00	40%

- (i) To qualify for the 60% level of extended warranty coverage, the Class Vehicle must both have been in service for six years or less and have been driven for 70,000 miles or less at the time the (1) timing chain and/or timing



chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first).

(ii) To qualify for the 50% level of extended warranty coverage, the Class Vehicle must both have been in service for seven years or less and have been driven for 85,000 miles or less at the time the (1) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first).<sup>1</sup>

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<sup>1</sup> For the avoidance of doubt, eligible repairs or replacements performed during a single visit to an authorized Land Rover retailer may qualify for only one level of extended warranty coverage available under Paragraph 3.1.1—namely, the highest level of extended warranty coverage for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

(iii) To qualify for the 40% level of extended warranty coverage, the Class Vehicle must both have been in service for eight years or less and have been driven for 100,000 miles or less at the time the (1) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first).<sup>2</sup>

### 3.1.2 Warranty Extension for Engine Damage.

3.1.2.1 Effective on the date Class Notice (defined in Paragraph 10) is mailed, JLRNA shall extend its New Vehicle Limited Warranty to cover repairs or replacements, performed by authorized Land Rover retailers only, of engines that are damaged due to timing chain or timing chain tensioner failures

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<sup>2</sup> For the avoidance of doubt as to the effect of the requirement (in this subsection and elsewhere) that the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement, if a Class Vehicle had been, at the time of the requisite repair or diagnosis at issue, in service for more than eight (8) years or driven for more than 100,000 miles, then such repair is not eligible for extended warranty coverage or reimbursement.

in Class Vehicles, for up to eight years and 100,000 miles, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Warranty Coverage Percentage
6	50,001 to 70,000	30%
7	70,001 to 85,000	25%
8	85,001 to 100,00	20%

- (i) To qualify for the 30% level of extended warranty coverage, the Class Vehicle must both have been in service for six years or less and have been driven for 70,000 miles or less at the time the (1) engine damage due to a timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such damage or (2) engine is repaired or replaced due to a timing chain and/or timing chain tensioner failure (whichever occurs first).

(ii) To qualify for the 25% level of extended warranty coverage, the Class Vehicle must both have been in service for seven years or less and have been driven for 85,000 miles or less at the time the (1) engine damage due to a timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such damage or (2) engine is repaired or replaced due to a timing chain and/or timing chain tensioner failure (whichever occurs first).<sup>3</sup>

(iii) To qualify for the 20% level of extended warranty coverage, the Class Vehicle must both have been in service for eight years or less and have been driven for 100,000 miles or less at the time the (1) engine damage due to a

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<sup>3</sup> For the avoidance of doubt, eligible repairs or replacements performed during a single visit to an authorized Land Rover retailer may qualify for only one level of extended warranty coverage available under Paragraph 3.1.2.1—namely, the highest level of extended warranty coverage for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such damage or (2) engine is repaired or replaced due to a timing chain and/or timing chain tensioner failure (whichever occurs first).

3.1.2.2 Notwithstanding the foregoing, JLRNA, at its sole discretion, can, on or before the deadline described in Paragraph 5.2.2, choose to (a) take possession of the Class Vehicle and (b) reimburse the Settlement Class Member and/or lessor for the value of the Class Vehicle if the value of the Class Vehicle is less than the amount that JLRNA would otherwise pay as reimbursement, pursuant to Paragraph 3.1.2.1, to repair or replace the engine under warranty. The value of a Class Vehicle that is owned by a Settlement Class Member is deemed to be equal to the greater of (1) the amount of the remaining loan balance on the Class Vehicle as of the latter of the date of the timing chain failure or June 25, 2019, if the Class Vehicle purchase was financed; or (2) the purchase price of the Class Vehicle, subject to a mileage offset according to the Class Vehicle's mileage on the date that the Settlement Class Member permanently surrenders possession of the Class Vehicle to an authorized Land Rover retailer (or

any earlier date that JLRNA shall designate at its sole discretion) based on the restitution formula set forth in California's Lemon Law, Cal. Civ. Code Section 1793.2(2)(C). The value of a Class Vehicle that is leased by a Settlement Class Member is deemed to be equal to the amount of the remaining lease balance on the Class Vehicle as of the date of the timing chain failure plus the amount of the residual value of the Class Vehicle to the lessor.

3.1.3 Other than the extended time and mileage periods set forth in Paragraphs 3.1.1 and 3.1.2, the terms, requirements, and limitations in JLRNA's New Vehicle Limited Warranty shall remain in effect.

3.1.4 Unless otherwise prohibited by applicable law, JLRNA will use its best efforts to require that, with respect to the warranty extension described in Paragraphs 3.1.1 and 3.1.2, the repairs and replacements that are performed by authorized Land Rover retailers of engine damage due to a timing chain and/or timing chain tensioner failure be performed at the then prevailing warranty time and labor rates.

3.1.5 The extended warranty set forth in Sections 3.1.1 and 3.1.2 of this Agreement are transferable to subsequent owners and lessees of Class Vehicles, subject to the limitations herein, including the time in service and mileage limitations.

## 3.2 Reimbursement Benefits.

### 3.2.1 Reimbursements for Timing Chain and Timing Chain

#### Tensioners.

3.2.1.1 JLRNA shall pay to reimburse a Settlement Class Member for out-of-pocket costs incurred as a result of a repair or replacement of a timing chain and/or timing chain tensioner, subject to the time and mileage parameters set forth below and, if applicable, the limitations described in Paragraph 3.2.1.2:<sup>4</sup>

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	60%
7	70,001 to 85,000	50%
8	85,001 to 100,00	40%

- (i) To qualify for the 60% level of maximum reimbursement, the Class Vehicle must both have been in service for six years or less and have been driven for 70,000 miles or less at the

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<sup>4</sup> For the purposes of Paragraph 3.2.1, “out-of-pocket costs” shall also include costs incurred and paid by a Settlement Class Member for the repair or replacement of a tensioner lever; provided that the repair or replacement of such tensioner lever must be necessary as part of a repair or replacement of a timing chain or timing chain tensioner.

time the (1) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first).

(ii) To qualify for the 50% level of maximum reimbursement, the Class Vehicle must both have been in service for seven years or less and have been driven for 85,000 miles or less at the time the (1) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first).<sup>5</sup>

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<sup>5</sup> For the avoidance of doubt, eligible out-of-pocket costs incurred during a single repair visit may qualify for only one level of maximum reimbursement available under Paragraph 3.2.1.1—namely, the highest level of maximum



(iii) To qualify for the 40% level of maximum reimbursement, the Class Vehicle must both have been in service for eight years or less and have been driven for 100,000 miles or less at the time the (1) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer, which diagnosis is reflected in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first).

3.2.1.2 An aggregate monetary cap shall apply to reimbursement of Past Repairs or Replacements of timing chains and/or timing chain tensioners performed by independent repair facilities other than authorized Land Rover retailers (“IRF”). The amount of this cap shall be \$4,000.00 multiplied by the applicable maximum reimbursement percentage from the table in Paragraph 3.2.1.1. For a Past Repair or Replacement performed by an IRF of a timing chain and/or timing chain tensioner, JLRNA shall pay to reimburse the lesser of (1) the maximum reimbursement percentage set forth in the table above

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reimbursement for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

(at Paragraph 3.2.1.1) multiplied by the actual out-of-pocket costs incurred and (2) the \$4,000.00 aggregate monetary cap multiplied by the applicable maximum reimbursement percentage from the table in Paragraph 3.2.1.1.

### 3.2.2 Reimbursements for Engines.

3.2.2.1 JLRNA shall pay to reimburse a Settlement Class Member for out-of-pocket costs incurred as a result of a repair or replacement of an engine that is damaged due to a timing chain and/or timing chain tensioner failure, subject to the time and mileage parameters set forth below and, if applicable, the limitations described in Paragraph 3.2.2.2:

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	30%
7	70,001 to 85,000	25%
8	85,001 to 100,00	20%

- (i) To qualify for the 30% level of maximum reimbursement, the Class Vehicle must both have been in service for six years or less and have been driven for 70,000 miles or less at the time the engine is repaired or replaced due to a

timing chain and/or timing chain tensioner failure.

(ii) To qualify for the 25% level of maximum reimbursement, the Class Vehicle must both have been in service for seven years or less and have been driven for 85,000 miles or less at the time the engine is repaired or replaced due to a timing chain and/or timing chain tensioner failure.<sup>6</sup>

(iii) To qualify for the 20% level of maximum reimbursement, the Class Vehicle must both have been in service for eight years or less and have been driven for 100,000 miles or less at the time the engine is repaired or replaced due to a timing chain and/or timing chain tensioner failure.

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<sup>6</sup> For the avoidance of doubt, eligible out-of-pocket costs incurred during a single repair visit may qualify for only one level of maximum reimbursement available under Paragraph 3.2.2.1—namely, the highest level of maximum reimbursement for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

3.2.2.2 An aggregate monetary cap shall apply to reimbursement of Past Repairs or Replacements performed by an IRF of engines that are damaged as a result of timing chain and/or timing chain tensioner failures. The amount of this cap shall be:

- (i) \$8,000.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for six years or less and had been driven for 70,000 miles or less.
- (ii) \$6,500.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for seven years or less and had been driven for 85,000 miles or less.<sup>7</sup>
- (iii) \$5,000.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for eight years or less and had been driven for 100,000 miles or less.

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<sup>7</sup> For the avoidance of doubt, eligible out-of-pocket costs incurred during a single repair visit are subject to only one aggregate monetary cap described in Paragraph 3.2.2.2—namely, the highest aggregate monetary cap for which the Class Vehicle satisfies both the applicable year requirement and the applicable mileage requirement.

For a Past Repair or Replacement performed by an IRF of an engine that is damaged as a result of a timing chain and/or timing chain tensioner failure, JLRNA shall pay to reimburse the lesser of (1) the actual out-of-pocket costs incurred multiplied by the maximum reimbursement percentage set forth in the table in Paragraph 3.2.2.1 and (2) the aggregate monetary cap described in this Paragraph 3.2.2.2.

### 3.2.3 Eligibility for Reimbursement Benefits.

3.2.3.1 To qualify for reimbursement pursuant to Paragraphs 3.2.1 or 3.2.2, the Settlement Class Member must timely submit a completed Claim Form. The Settlement Administrator will mail a blank Claim Form to Class Members along with the Class Notice, in accordance with Paragraph 10. Such Claim Form shall be materially the same as Exhibit A to this Agreement.

3.2.3.2 In addition to a completed Claim Form, to qualify for reimbursement pursuant to Paragraphs 3.2.1 or 3.2.2, the Settlement Class Member must include and submit, with a completed Claim Form, copies of repair order(s), invoices, and/or other service records (“Service Records”) showing:

- (i) The date on which the qualifying diagnosis or repair or replacement occurred and the mileage on the Class Vehicle at the time of such diagnosis or repair or replacement;

(ii) The amount of the out-of-pocket costs the Settlement Class Member incurred (provided that estimates and unpaid invoices are not sufficient to demonstrate out-of-pocket costs);

(iii) Proof of payment of the claimed out-of-pocket costs (provided that estimates and unpaid invoices are not sufficient to demonstrate proof of payment);

(iv) Proof that the Settlement Class Member claiming reimbursement was the owner or lessee of the Class Vehicle at the time the out-of-pocket costs were incurred (ownership or leaseholdship can be established by a copy of the Settlement Class Member's vehicle registration, vehicle title or proof of vehicle insurance); and

(v) If reimbursement is claimed for the repair or replacement of an engine, proof that such repair or replacement was necessary due to a timing chain and/or timing chain tensioner failure; provided that, in the absence of documentation to the contrary, it will be presumed that such proof is sufficient if an engine repair or replacement is

performed contemporaneously with the repair or replacement of a timing chain and/or timing chain tensioner.

3.2.3.3 In addition to a completed Claim Form and the required Service Records, to qualify for reimbursement pursuant to Paragraphs 3.2.1 or 3.2.2, the Settlement Class Member must include and submit, with a completed Claim Form, records showing the Class Member's adherence to the maintenance schedule set forth in the Class Vehicle's Passport to Service for oil and oil filter changes, up to the date/mileage of the qualifying repair or replacement, within a variance of two (2) months and one thousand five hundred (1,500) miles of the scheduled time/mileage requirements; provided that, in the event that such maintenance records cannot be obtained after a good faith effort, a Settlement Class Member may satisfy the requirements of this Paragraph by signing, under penalty of perjury, a statement (1) indicating the name, address, and contact information of the authorized Land Rover retailer or IRF where scheduled maintenance on the Class Vehicle was performed, (2) detailing the efforts that were made to obtain the maintenance records and why such records remain unavailable, and (3) attesting to adherence to the schedule set forth in the Class Vehicle's Passport to Service for oil and oil filter changes.

3.2.3.4 Any reimbursement will be reduced by the amount of any goodwill, concession, or other reimbursement received by the

Settlement Class Member, from whatever source, for the claimed out-of-pocket costs incurred.

3.2.3.5 No reimbursement will be available if the Service Records or other documents referring to the Class Vehicle indicate that the qualifying repair or replacement was required because of a collision, accident, vandalism, failure to adhere to the applicable maintenance schedule, or customer abuse. The Settlement Class Member must timely submit, as part of the Claim Form, a statement, signed under penalty of perjury, attesting that the Settlement Class Member is not aware of information that indicates that the qualifying repair or replacement of a timing chain and/or timing chain tensioner was required because of a collision, accident, vandalism, failure to adhere to the applicable maintenance schedule, or customer abuse.

3.2.3.6 A claim will not be eligible for reimbursement if the Service Records or other documents referring to the Class Vehicle indicate that the timing chain, timing chain tensioner, tensioner lever, or engine that required repair or replacement was not original equipment (*i.e.* equipment installed in a new Class Vehicle at the factory). The Settlement Class Member must timely submit, as part of the Claim Form and along with Service Records, a statement, signed under penalty of perjury, attesting that the Settlement Class Member is not aware



of information that indicates that the replaced timing chain, timing chain tensioner, tensioner lever, or engine was not original equipment.

4. Time for Submitting Claims. Claims for reimbursement, including any necessary documentation, must be: (i) postmarked, or filed through an online portal, within ninety (90) days of the date that the Court's order granting final approval of the Settlement Agreement is entered on the court docket and (ii) received by the Settlement Administrator (identified in Paragraph 5.1) within one hundred twenty (120) days of the date that the Court's order granting final approval of the Settlement Agreement is entered on the court docket ("Claim Submission Deadline").

5. Settlement Administration.

5.1 JLRNA shall bear the costs of settlement administration.

JLRNA shall retain a third-party settlement administrator ("Settlement Administrator"), which shall be chosen by JLRNA, subject to Class Counsel's consent which shall not be unreasonably withheld.

5.2 JLRNA, with the assistance of the Settlement Administrator, will administer the settlement in accordance with the following protocol:

5.2.1 Settlement Class Members shall submit a claim by mailing or filing through an online portal a completed and executed Claim Form and the required documentation to the Settlement Administrator at the address or

web address provided on the Claim Form. For a single repair or replacement, each Settlement Class Member may submit only one Claim Form; provided that, if a Settlement Class Member seeks reimbursement for more than one repair or replacement, a separate Claim Form should be submitted for each.

5.2.2 Within ninety (90) days of the later of: (i) the Effective Date, (ii) the Claim Submission Deadline, or (iii) receipt by the Settlement Administrator of a completed and final Claim Form, JLRNA will send (or cause to be sent) to the Settlement Class Member who submitted a Claim Form (“Submitter”) either: a reimbursement check or a written denial of the claim.

5.2.3 Unless the Settlement Administrator determines that the claim was untimely pursuant to the Claim Submission Deadline set forth in Paragraph 4, the Settlement Class Member shall have the opportunity to cure any deficiency stated in the written denial of a claim provided that the Submitter cures such deficiency with a written submission that is (i) postmarked or filed through an online portal within thirty (30) days of the date of such written denial and (ii) received by the Settlement Administrator within sixty (60) days of the date of such written denial.

5.2.4 Should JLRNA (or the Settlement Administrator) conclude that the Submitter’s efforts to cure the alleged deficiency are insufficient, JLRNA (or the Settlement Administrator) shall provide the Submitter with a

written notification of that determination (“Final Determination”) within forty-five (45) days after receiving the Submitter’s written explanation.

5.2.5 JLRNA (or the Settlement Administrator) shall provide Class Counsel with a list of all claim denials, indicating the decision on the claim and the basis for any denial. Upon the request of Class Counsel, JLRNA will provide Class Counsel with all documents submitted in connection with a denied claim. JLRNA and Class Counsel shall meet and confer in an effort to resolve any disputes regarding a claim denial.

6. Procedures Available If JLRNA Denies Class Member’s Claim.

6.1 Unless the Settlement Administrator determines either (i) that the claim was untimely pursuant to the Claim Submission Deadline set forth in Paragraph 4 or (ii) that any attempt by the Submitter to cure a deficiency was untimely pursuant to Paragraph 5.2.3, a Settlement Class Member whose claim is denied may in writing request attorney review. The written request for attorney review must be transmitted to Class Counsel within fifteen (15) days of the later of the date of the claim denial letter described in Paragraph 5.2.2 or the date of the Final Determination (if any) described in Paragraph 5.2.4. Upon receiving such request, Class Counsel and counsel for JLRNA shall meet and confer to resolve the disputed claim.

6.2 If Class Counsel and counsel for JLRNA are unable to reach a resolution, the disputed claim may be referred to Nancy Lesser of Pax ADR LLC (or such other third party that all the Parties may agree upon) (hereinafter “Neutral”). The Neutral shall affirm a claim denial unless the Neutral determines that the Settlement Class Member’s claim met the requirements for reimbursement set forth in Paragraph 3.2. The decision of the Neutral shall be final. No appeal will be permitted from the Neutral’s decision.

6.3 There shall be no more than one referral to the Neutral for each Settlement Class Member.

7. Confirmatory Discovery. JLRNA agrees to produce to Class Counsel subject to a Confidentiality Order being entered and prior to Class Counsel filing a motion for final approval of the Settlement, additional non-privileged documents or data regarding nationwide (1) sales of Class Vehicles; (2) warranty claims for timing chains and timing chain tensioners in Class Vehicles; (3) the actual or projected failure or incident rates; and (4) the average cost of repair of the timing chain and/or timing chain tensioner.

8. Obtaining Court Approval of the Agreement.

8.1 Upon full execution of this Agreement, the Parties shall take all necessary steps to obtain an order from the Court substantially in the form of Exhibit B hereto granting preliminary approval to the Settlement, approving the

forms and methods of notice to the Class, and authorizing the dissemination of notice to the Class.

8.2 If the Court does not preliminarily approve the Settlement, the Agreement shall terminate and be of no force or effect, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain approval.

9. Withdrawal from Settlement.

9.1 If any of the following conditions outlined below in Paragraphs 9.1.1 through 9.1.5 occur and either (i) all Named Plaintiffs or (ii) JLRNA gives notice that such Party or Parties wish to withdraw from this Agreement, then this Agreement shall terminate and be null and void:

9.1.1 any objections to the proposed Settlement are sustained, which results in changes to the Settlement described in this Agreement that the withdrawing Party deems in good faith to be material (e.g., because it increases the cost of settlement or deprives the withdrawing Party of a benefit to the Settlement);

9.1.2 any attorney general or other Person is allowed to intervene in the Litigation and such intervention results in changes to the Settlement described in this Agreement that the withdrawing Party deems in good faith to be material (e.g., because it increases the cost of settlement or deprives the withdrawing Party of a benefit to the Settlement);

9.1.3 the preliminary or final approval of the Settlement described in this Agreement results in changes that the withdrawing Party did not agree to and that the withdrawing Party deems in good faith to be material (e.g., because it increases the cost of settlement or deprives the withdrawing Party of a benefit to the Settlement);

9.1.4 more than 3% of the Class Members exclude themselves from the Settlement described in this Agreement; or

9.1.5 the final approval of this Agreement is (i) substantially modified by an appellate court and the withdrawing Party deems any such modification in good faith to be material (e.g., because it increases the cost of settlement or deprives the withdrawing Party of a benefit to the Settlement) or (ii) reversed by an appellate court.

10. Notice.

10.1 A copy of the Notice of Class Action Settlement substantially in the form attached hereto as Exhibit C (the “Class Notice”), shall be mailed by first class mail to every Class Member who is reasonably ascertainable by using IHS Markit, formerly known as R.L. Polk, (or a similar vendor agreeable to the Parties), who will compile the list of Class Members by requesting vehicle registration information from all fifty (50) States and the District of Columbia. Such mailing shall be completed, at the sole expense of JLRNA, not less than

forty-five (45) days prior to the date by which objections to the Agreement and requests for exclusion from the Settlement Class are due, provided that JLRNA shall have at least one hundred and twenty (120) days from receiving notice of the Court's preliminary approval of this Settlement to initiate such mailing.

10.2 The Settlement Administrator shall be responsible for mailing the Class Notice to Class Members.

10.3 The Settlement Administrator will establish and maintain a website dedicated to the Settlement ("Settlement Website") and a toll-free customer service number that Class Members may call to access recorded messages and to speak with a live customer service person.

10.4 The Class Notice shall provide a procedure whereby Class Members may exclude themselves from the Settlement Class by mailing a completed request for exclusion. To the extent that a valid request for exclusion has not been timely received with respect to a particular Class Member, such Class Member shall be a Settlement Class Member and shall be bound by the terms of this Agreement and every order or judgment entered relating to this Agreement. Class Counsel represents and warrants that they have no agreements with other counsel respecting any Class Member (other than Class Representatives), including any agreements with respect to referring, soliciting, or encouraging any Class Member to exclude him, her, or itself from this Agreement.

10.5 The Class Notice shall provide a procedure for Class Members to object to the Settlement set forth herein and/or to the attorneys' fees and expenses and incentive awards to which the Parties have agreed and for which Class Counsel will petition the Court.

11. Objections by Class Members.

11.1 The Parties will request that the Court enter an Order requiring any Class Member who wishes for any objection to be considered to submit a written notice of objection by the deadline set in the Court's preliminary approval order. To state a valid objection to the Settlement Agreement, an objecting Class Member must provide the following information in his, her, or its written objection: (i) his/her/its full name, current address, and current telephone number; (ii) the model, model year of his/her/its Class Vehicle(s), as well as the Vehicle Identification Number of his/her/its Class Vehicle(s); (iii) proof of ownership or lesseeship of the Class Vehicle(s); (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (v) copies of any other documents the objector wishes to submit in support of his/her/its position.

11.2 In addition, any Class Member objecting to the Settlement Agreement shall provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any



court, whether state, federal, or otherwise, in the United States in the previous five years, including the full case name with jurisdiction in which it was filed and the docket number. If the Class Member or his/her/its counsel has not objected to any other class action settlement in any court in the United States in the previous five years, he/she/it shall affirmatively so state in the written materials provided in connection with the objection.

11.3 Any Class Member who has not filed an objection in complete accordance with the deadlines and other specifications set forth in the Class Notice and the Settlement Agreement will be deemed to have waived any objections to the Settlement Agreement.

11.4 If the objecting Class Member intends to appear, in person or by counsel, at the final approval hearing held by the Court to show cause why the Settlement Agreement should not be approved as fair, reasonable, and adequate or to object to any petition for attorneys' fees, reimbursement of expenses, and incentive awards, the objecting Class Member must so state in the objection it submits by the deadline for objections. The objecting Class Member must also include copies of any papers, exhibits, or other evidence and the identity of any witnesses that the objecting Class Member (or the objecting Class Member's counsel) will present to the Court in connection with the final approval hearing.

11.5 Any Class Member who does not state his/her/its intention to appear in complete accordance with the deadlines and other specifications set forth in the Class Notice and the Settlement Agreement can be barred from speaking or otherwise presenting any views at the Court's final approval hearing.

11.6 The Parties will request that the Court enter an Order providing that the filing of an objection allows Class Counsel or counsel for JLRNA to notice such objecting person for, and take, his/her/its 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 himself/herself/itself available for a deposition or to 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.

11.7 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 Agreement, in accordance with the due process rights of all Class Members.

12. Statements to the Press. Neither the Parties nor their counsel shall issue (or cause any other Person to issue) any press release concerning this Agreement or the Settlement set forth herein, unless otherwise agreed to in writing. Neither the Parties nor their counsel shall make (or cause any other Person to make) any statements of any kind to the press concerning this Agreement or the Settlement set forth herein, except that a Party or a Party's counsel may respond to an inquiry from a member of the press by directing the member of the press to a public resource to review or obtain a copy of this Agreement or the Class Notice. Class Counsel shall have the right to provide a link on its firm website to any settlement website established and maintained by the Settlement Administrator.

13. Incentive Awards and Attorneys' Fees and Expenses.

13.1 Subject to Court approval, JLRNA agrees to pay Class Representatives a one-time payment in the aggregate amount of \$6,000, to be distributed as follows: \$2,000 to Named Plaintiff Robert Schmidt; \$2,000 to Named Plaintiff Jason Taylor; and \$2,000 to Named Plaintiff Russell Adams.

13.2 Subject to Court approval, JLRNA agrees to pay Class Counsel an amount up to, but not exceeding, \$700,000 in attorneys' fees and expenses. JLRNA will not oppose an award of this amount of attorneys' fees and expenses and will not encourage or assist any third party in opposing the award of this amount. Class Counsel agree that JLRNA shall not pay, nor be obligated to pay,

attorneys' fees and expenses in excess of the lesser of (i) \$700,000 and (ii) an amount awarded as attorneys' fees and expenses by the Court in a final order following the resolution of all appeals (if any).

13.3 Within twenty (20) business days after the Effective Date of this Agreement (defined in Paragraph 15) and JLRNA's receipt of Class Counsel's complete wiring instructions and W-9 documentation, JLRNA shall make payment of the incentive awards and attorneys' fees and expenses, in the amounts set forth in Paragraphs 13.1 and 13.2, to the extent approved by the Court. For the avoidance of doubt, if, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the amounts of attorneys' fees or expenses awarded are reduced, appropriate refunds or repayments, including interest accrued, shall be returned to JLRNA.

13.4 The payment by JLRNA of the incentive awards to Class Representatives and attorneys' fees and expenses to Class Counsel is separate from and in addition to the other relief afforded to the Settlement Class Members in this Agreement. Further, the Parties negotiated the portion of this Settlement Agreement regarding the amount of incentive awards and attorneys' fees and expenses only after reaching agreement on all other material terms of this Settlement Agreement.

13.5 The Parties shall request that the Court consider the procedure for and the grant or denial or allowance or disallowance by the Court of the award of incentive awards and attorneys' fees and expenses separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth herein, although any such separate consideration may be part of the same settlement approval hearing; and any order or proceedings relating to the award of incentive awards and attorneys' fees and expenses, or any appeal from any order related thereto or reversal or modification thereof, shall not operate to terminate this Agreement or affect or delay the finality of any judgment approving the Settlement set forth herein.

13.6 Except as provided in Paragraphs 13.1 through 13.5, JLRNA shall not be liable for any incentive awards, attorneys' fees, or expenses of Class Counsel, the Class Representatives, or any Settlement Class Member in connection with the Litigation.

14. Final Judgment; Release of Claims.

14.1 Upon the Court's final approval of this Settlement Agreement and the Settlement set forth herein, the Parties shall request that a final judgment order substantially in the form attached hereto as Exhibit D be entered that dismisses the claims for the Settlement Class Members with prejudice ("Final

Judgment Order”) and retains jurisdiction to resolve any future disputes arising out of the terms and conditions of this Agreement and the Settlement set forth herein.

14.2 As of the Effective Date of this Agreement (as defined in Paragraph 15), the Releasors shall be deemed to hereby fully and irrevocably release, waive, and discharge the Releasees, whether or not specifically named herein, from any and all past, present, and future liabilities, claims, causes of action (whether in contract, tort or otherwise, including statutory, common law, property, declaratory and equitable claims), damages, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or potential, or suspected or unsuspected that (i) were or could have been asserted in the Litigation relating to or concerning the Alleged Defect in Class Vehicles or (ii) that were or could have been asserted in any other complaint, action, or litigation in any other court or forum and relate to or concern the Alleged Defect in Class Vehicles or the transactions, actions, conduct or events that are the subject of the Litigation regarding the Class Vehicles and the Alleged Defect in Class Vehicles (“Released Claims”); provided that the Released Claims shall include any unknown claims concerning the Alleged Defect in one or more Class Vehicles that a Settlement Class Member does not now know to exist which, if known, might have affected the Settlement Class Member’s decision regarding the settlement of the Litigation; provided further that the Class Representatives acknowledge that they

and the other Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release but the Released Claims shall nonetheless be deemed to include any and all Released Claims without regard to the existence of such different or additional facts concerning each of the Releasees.

Notwithstanding the foregoing, no claims are released hereunder: (a) for personal injury; (b) for damage to property other than a Class Vehicle; (c) that pertain to one or more timing chains or timing chain tensioners in a Class Vehicle to the extent that such Class Vehicle, at the time of the repair(s) or replacement(s) of such timing chain(s) or timing chain tensioner(s), had been in service for more than eight years or driven for more than 100,000 miles; or (d) that pertain to anything other than the Class Vehicles and the Alleged Defect in Class Vehicles.

14.3 The Class Representatives, on behalf of themselves and all Settlement Class Members, hereby waive any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code or any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

Certain Claims Not Affected By General Release: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Although the release granted under this Agreement is not a general release, the Class Representatives on behalf of themselves and the Settlement Class Members nonetheless expressly acknowledge that, to the extent permitted by law, they are waiving the protections of Section 1542 and of any comparable statutory or common law provision of any other jurisdiction.

15. Effective Date of the Agreement.

15.1 The Effective Date of this Agreement shall be the first day after which all of the following events and conditions of this Agreement have been met or have occurred:

15.1.1 All of the Parties' representatives or counsel listed below have executed this Agreement;

15.1.2 The Court has preliminarily approved the Settlement embodied in this Agreement and authorized the dissemination of notice to the Class Members by entry of an order substantially in the form of Exhibit B hereto;

15.1.3 The Court has entered the Final Judgment Order;

15.1.4 The Final Judgment Order has become final in that the time for appeal has expired or, if an appeal is taken and the Final Judgment Order is affirmed, the time period during which further petition for hearing, appeal or writ of certiorari can be taken has expired. If the Final Judgment Order is set aside, materially modified, or overturned by the trial court or on appeal, and is not



fully reinstated on further appeal, the Final Judgment Order shall not be considered “final.”

16. No Admission of Liability.

16.1 The Parties understand and acknowledge that i) JLRNA denies any liability and further denies that the Vehicles contain the Alleged Defect and ii) this Agreement constitutes a compromise and settlement of disputed claims.

16.2 This Agreement, acts performed in furtherance of the Agreement or the Settlement set forth herein, and documents executed in furtherance of the Agreement or the Settlement set forth herein, may not be deemed or used as evidence of an admission supporting: (i) the validity of any claim made by the Class Representatives, Settlement Class Members, or Class Counsel; (ii) any wrongdoing or liability of any Releasee; or (iii) any fault or omission of any Releasee in any court, administrative agency, or other proceeding.

16.3 Neither this Agreement nor any action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be (i) offered or be admissible in evidence against any Releasee, or cited or referred to in any action or proceeding, except in an action or proceeding that is in furtherance of its terms or brought to enforce its terms or (ii) deemed or construed to be an admission of the truth or falsity of any claims or

defenses heretofore made in the Litigation or an acknowledgment or admission by any Releasee of any fault, liability, or wrongdoing of any kind whatsoever.

16.4 If this Agreement is terminated or otherwise becomes null and void, the Settlement described herein shall have no further force and effect with respect to any Party to the Litigation and neither this Agreement nor any statements made in connection with the settlement negotiations leading to this Agreement shall be offered in evidence against JLRNA or any other Releasee, or cited or referred to in the Litigation or in any other action or proceeding. If this Agreement is terminated or otherwise becomes null and void, the enforceability of this Paragraph shall survive such event.

17. Miscellaneous Provisions.

17.1 The Class Representatives, individually and as representatives of the Class, expressly waive and disclaim any claim of unconscionability relating to any provision of this Agreement.

17.2 Each of the Parties represents and warrants that he, she or it is not aware of any other putative or certified class action lawsuits or administrative proceedings involving JLRNA regarding the subject matter of the Litigation currently pending in any state or federal court, agency, or other adjudicatory or regulatory body in the United States.

17.3 This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings or undertakings with respect to the subject matter of this Agreement.

17.4 This Agreement shall be construed in accordance with, and be governed by, the laws of the State of New Jersey, without regard for the effect of New Jersey's choice of law principles. However, the parties expressly acknowledge that federal law (including Fed. R. Civ. Pro. 23 and federal case law) applies to consideration and approval of the settlement and certification of the Settlement Class.

17.5 As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

17.6 Each Person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

17.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. A scanned, photocopied or facsimile signature shall be deemed an original for purposes of executing this Agreement.

17.8 This Agreement is the result of arm's length negotiations between the Parties. In any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by one or another of the Parties.


17.9 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or requests to address the Court.

17.10 This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

17.11 This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

For Defendant Jaguar Land Rover North America, LLC:

By:



---

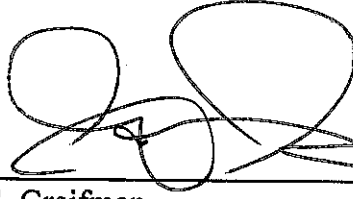
Ramsey Ong  
General Counsel

For Named Plaintiffs Robert Schmidt, Jason Taylor, and Russell Adams on behalf  
of themselves and the Settlement Class:

Dated:

June 23, 2021

By:



Gary S. Graifman  
KANTROWITZ, GOLDHAMER  
& GRAIFMAN, P.C.  
210 Summit Avenue  
Montvale, NJ 07645  
Tel: (201) 391-7000  
Fax: (201) 307-1086  
ggraifman@kgglaw.com

Dated:

June 23, 2021

By:



Thomas P. Sobran  
THOMAS P. SOBRAN, P.C.  
7 Evergreen Lane  
Hingham, MA 02043  
Tel: (781) 741-6075  
Fax: (781) 741-6074  
tsobran@sobranlaw.com

Attorneys for Robert Schmidt, Jason Taylor, and  
Russell Adams and the Settlement Class

Dated:

10/12/2020

  
\_\_\_\_\_  
Robert Schmidt

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Jason Taylor

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Russell Adams

Dated:

\_\_\_\_\_

Dated:

10/12/20  
\_\_\_\_\_

Dated:

\_\_\_\_\_

Robert Schmidt

Jason Taylor

Russell Adams



Dated:

\_\_\_\_\_

\_\_\_\_\_  
Robert Schmidt

Dated:

\_\_\_\_\_

\_\_\_\_\_  
Jason Taylor

Dated:

10-12-2020

\_\_\_\_\_  
Russell Adams

*Russell J. Adams*

**LIST OF EXHIBITS**

Exhibit A: Claim Form

Exhibit B: Proposed Order granting preliminary approval to the Agreement, approving the forms and methods of notice to the Settlement Class and authorizing the dissemination of notice to the Settlement Class.

Exhibit C: Notice of Class Action Settlement

Exhibit D: Proposed Final Judgment Order

# **EXHIBIT A**

## CLAIM FORM

*Schmidt et al., v. Jaguar Land Rover North America, LLC*  
U.S. District Court, District of New Jersey, Case No. 18-cv-08528-CCC-JBC

### **TO: CURRENT AND FORMER OWNERS OR LESSEES OF MODEL YEAR 2012 THROUGH AND INCLUDING 2014 LAND ROVER LR4 AND/OR RANGE ROVER SPORT VEHICLES**

This Claim Form must be postmarked, or filed through an online portal available at [settlement administrator website address], within 90 days of the date on which the Court enters final approval of the Settlement Agreement on the court docket. The date that final approval is entered on the court docket, once known, will be posted at [settlement administrator website address]. IF YOU DO NOT SUBMIT A CLAIM FORM, ALONG WITH ANY REQUIRED DOCUMENTATION, BY THIS DEADLINE, YOU WILL NOT RECEIVE THE REIMBURSEMENT BENEFITS DESCRIBED IN THE CLASS NOTICE. PLEASE READ THIS ENTIRE CLAIM FORM CAREFULLY. **THIS CLAIM FORM AND THE REQUIRED DOCUMENTATION MUST BE SENT TO THE CLAIMS ADMINISTRATOR AND NOT THE COURT OR THE RESPECTIVE ATTORNEYS FOR THE PARTIES.**

If you seek reimbursement for two or more qualifying repairs or replacements performed during two or more visits to an authorized Land Rover retailer or Independent Repair Facility, a separate Claim Form with the associated required documents must be submitted for each visit. For example, that means that if you are seeking reimbursement for two different repairs or replacements incurred during two (2) separate service visits, you must submit two (separate) Claim Forms and the associated required documentation.

**STEP ONE:** Are you the current or former owner or lessee of a Model Year 2012, 2013, or 2014, Land Rover LR4 and/or Range Rover Sport vehicle ("Class Vehicle") and were you the registered owner and/or lessee on or before [the date the Settlement receives preliminary approval], and was such registration in one of the 50 states of the United States or the District of Columbia? YES\_\_\_ NO\_\_\_.

If YES, go to STEP TWO. If NO, you are not eligible to receive reimbursement under this Settlement.

**STEP TWO:** Did you first purchase or lease a Class Vehicle less than nine (9) years after such Class Vehicle was registered for the first time (for example, was the Class Vehicle less than 9 years old when you first purchased it)? YES\_\_\_ NO\_\_\_.

If YES, go to STEP THREE. If NO, you are not eligible to receive reimbursement under this Settlement.

**STEP THREE:** Did you incur out-of-pocket costs, for which you are now seeking reimbursement, for repairing or replacing (1) the timing chain and/or timing chain tensioner or (2) the engine as a result of a timing chain and/or timing chain tensioner failure in a Class Vehicle? (Note: "out-of-pocket costs" means the total out-of-pocket costs incurred and paid by you after subtracting any reimbursement (including, without limitation, any goodwill reimbursement) received, from whatever source, for the incurred costs.) YES\_\_\_ NO\_\_\_.

If YES, go to STEP FOUR. If NO, you are not eligible to receive reimbursement under this Settlement.

**STEP FOUR:** At the time the timing chain, timing chain tensioner and/or engine was repaired or replaced, had the Class Vehicle been in service for less than eight (8) years and had it been driven for a total of less than 100,000 miles as shown on the odometer? YES\_\_\_ NO\_\_\_.

If YES, go to STEP FIVE. If NO, you are not eligible to receive reimbursement under this Settlement.

**STEP FIVE:** With respect to the repairs or replacements for which you are now seeking reimbursement, do you have copies of repair order(s), invoice(s), and/or other service record(s) ("Service Records") showing: (1) the date on which the diagnosis or repair or replacement occurred and the Class Vehicle mileage at the time of such diagnosis or repair or replacement; (2) the amount of the out-of-pocket costs you incurred due to the timing chain, timing chain tensioner, and/or engine repair or replacement (estimates and unpaid invoices are NOT sufficient to demonstrate out-of-pocket costs); (3) proof of payment (e.g., invoice from repair facility showing payment was made) of the claimed out-of-pocket costs (estimates and unpaid invoices are NOT sufficient to demonstrate proof of payment); (4) proof that you were the owner or lessee of the Class Vehicle at the time of the repair or replacement for which reimbursement is claimed (ownership or lease can be established by a copy of your vehicle registration, vehicle title or proof of vehicle insurance); and (5) if you are seeking reimbursement for the repair or replacement of an engine, proof that such engine repair or replacement was necessary due to a timing chain and/or timing chain tensioner failure (in the absence of documents to the contrary, this fifth requirement will be presumed satisfied if an engine repair or replacement was performed contemporaneously with the repair or replacement of a timing chain and/or timing chain tensioner)? YES\_\_\_ NO\_\_\_.

If YES, attach copies of these records to this completed Claim Form and go to STEP SIX. If NO, you are not eligible to receive reimbursement under this Settlement.

**STEP SIX:** Do you have copies of records showing your adherence to the maintenance schedule set forth in the Class Vehicle's Passport to Service for oil and oil filter changes, up to the date/mileage of the qualifying repair or replacement, within a variance of two (2) months and one thousand five hundred (1,500) miles of the scheduled time/mileage requirements? YES\_\_\_ NO\_\_\_.

If YES, attach copies of these records to this completed Claim Form and go to STEP EIGHT. If NO, go to STEP SEVEN.

**STEP SEVEN:** If you do not have and have been unable to obtain the maintenance records described in STEP SIX above after a good faith effort, please (i) print the name, address and contact information of the authorized Land Rover retailer or Independent Repair Facility where scheduled maintenance on your Class Vehicle was performed and (ii) describe the efforts that were made to obtain the maintenance records and why such records remain unavailable:

Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Efforts Made: \_\_\_\_\_

\_\_\_\_\_  
In addition, if the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, sign your name on the line below. If (1) you did not provide either the maintenance records or the description requested above in STEP SEVEN, (2) either any description above or the statement below is not accurate, or (3) you do not sign your name on the line below, then you are not eligible to receive reimbursement under this Settlement.

I do hereby attest, under penalty of perjury, that I adhered to the maintenance schedule as set forth in the Class Vehicle's Passport to Service, within a variance of two (2) months and one thousand five hundred (1,500) miles of the scheduled time/mileage requirements.

\_\_\_\_\_  
Signature

Go to STEP EIGHT.

**STEP EIGHT:** If the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, sign your name on the line below. If (1) the statement below is not accurate or (2) you do not sign your name on the line below, then you are not eligible to receive reimbursement under the Settlement.

I do hereby attest, under penalty of perjury, that I am not aware of information that indicates that the repair or replacement for which I am claiming reimbursement was required because of collision, accident, vandalism, failure to adhere to the applicable maintenance schedule, or customer abuse.

\_\_\_\_\_  
Signature

Go to STEP NINE.

**STEP NINE:** Do the Service Records or other documents referring to the Class Vehicle indicate that the timing chain, timing chain tensioner, or engine that required a repair or replacement was *not* the original equipment (i.e., equipment installed in a new Class Vehicle at the factory)? YES\_\_\_ NO\_\_\_.

If YES, you are not eligible to receive reimbursement under the Settlement. If NO, go to STEP TEN.

**STEP TEN:** If the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, sign your name on the line below. If (1) the statement below is not accurate or (2) you do not sign your name on the line below, then you are not eligible to receive reimbursement under the Settlement.

I do hereby attest, under penalty of perjury, that I am not aware of information that indicates that the repaired or replaced timing chain, timing chain tensioner, or engine was not one of the original equipment installed (i.e., equipment installed in a new Class Vehicle at the factory).

\_\_\_\_\_  
Signature

Go to STEP ELEVEN.

**STEP ELEVEN:** Type or neatly print the information below, date and sign below, and attach legible copies of any Service Records or other documents you rely on to support your claim.

**Name:** \_\_\_\_\_

**VIN (Vehicle Identification Number):**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **ZIP Code:** \_\_\_\_\_

Phone number and e-mail address where I can be contacted if there are any questions about my Claim Form:

**Telephone Number (with area code):** (\_\_\_\_)\_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**I hereby attest, under penalty of perjury that, to the best of my knowledge, all information provided in and attached to this Claim Form is true and correct.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NOTE: MAKE A COPY OF THE COMPLETED, SIGNED AND DATED CLAIM FORM AND ITS ATTACHMENTS FOR YOUR RECORDS, THEN MAIL THIS FORM AND ITS ATTACHMENTS BY THE CLAIM SUBMISSION DEADLINE TO:**

[Address of Settlement Administrator]

# **EXHIBIT B**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

ROBERT SCHMIDT, *et al.*,

Plaintiffs,

v.

JAGUAR LAND ROVER NORTH  
AMERICA, LLC,

Defendant.

Case No. 18-CV-08528-CCC-JBC

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT, DIRECTING NOTICE TO THE CLASS, AND  
SETTING A HEARING ON FINAL APPROVAL**

WHEREAS, Plaintiffs Robert Schmidt, Jason Taylor, and Russell Adams (hereinafter collectively “Named Plaintiffs” or “Class Representatives”), individually and as representatives of the Class defined below, and Defendant Jaguar Land Rover North America, LLC (hereinafter “JLRNA”) (JLRNA together with the Named Plaintiffs hereinafter collectively the “Parties”) have entered into a Settlement Agreement that was fully-executed on June 18, 2021, which if approved, would resolve this class action;

WHEREAS, the Named Plaintiffs have filed a motion for preliminary approval of the proposed Settlement, which JLRNA does not oppose, and the Court has reviewed and considered the motion, the supporting brief, the supporting



declarations, the Settlement Agreement, and all exhibits thereto, including the proposed class notice (hereinafter the “Notice”), and finds there is sufficient basis for granting preliminary approval of the Settlement, directing that such Notice be disseminated to the class, and setting a hearing at which the Court will consider whether to grant final approval of the Settlement;

IT IS HEREBY ORDERED that:

1. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.
2. Pursuant to the Settlement Agreement, the Class has been defined as follows:

All current and former owners or lessees of Class Vehicles who are or were the registered owners or lessees of such vehicles, on or before the date that the Settlement receives preliminary approval, to the extent that such registrations were in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (i) owners and lessees who first purchased or leased a Class Vehicle nine or more years after such Class Vehicle was registered for the first time; (ii) owners and lessees of a Class Vehicle on which a timing chain and/or timing chain tensioner was first replaced when such Class Vehicle had been in service for more than eight years or driven for more than 100,000 miles; (iii) any judge assigned to the Litigation; (iv) Persons, if any, who prior to the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Paragraph 14.2 of the Settlement Agreement; (v) financial institutions; and (vi) JLRNA.

3. The Court preliminarily certifies the proposed Class, for settlement purposes only, pursuant to Rule 23(b)(3). The Court also preliminarily approves

the proposed Settlement, finding that the terms of the Settlement Agreement are sufficiently fair, reasonable, and adequate to warrant dissemination of the Notice of the proposed Settlement. The Court finds that the Settlement Agreement contains no obvious deficiencies and that the Parties entered into the Settlement Agreement in good faith, following arm's-length negotiation between their respective counsel.

4. The Court appoints Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C. as settlement class counsel and Robert Schmidt, Jason Taylor, and Russell Adams as class representatives. With the entry of this Order, Class Counsel have formed an attorney-client relationship and/or fiduciary relationship with Class Members, provided that nothing in this Order diminishes the right of Class Counsel to withdraw from their representation of a particular Class Member, where permitted by the Court.

5. The Court hereby approves the form and procedures for disseminating notice of the proposed Settlement as set forth in the Settlement Agreement. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice in full compliance with the requirements of applicable law.

6. For purposes of identifying current and former owners and lessees of Class Vehicles, R.L. Polk & Company and/or IHS Markit (or a similar vendor agreeable to the Parties) is hereby authorized to provide the names and most

current addresses of such owners and lessees to JLRNA or its designee. Any governmental agency in possession of names or addresses of current and former Class Vehicle owners or lessees is hereby authorized and directed to release that information to R.L. Polk & Company and/or IHS Markit (or a similar vendor agreeable to the Parties) upon request.

7. As set forth in the Settlement Agreement, JLRNA shall bear all costs and expenses in connection with providing notice and administering the proposed Settlement.

8. If any person other than Class Counsel wish to issue (a) notices to the Class other than the Notice (b) or other written communications to multiple Class Members with respect to the Settlement Agreement, any such person is encouraged to first submit them to the Court to reduce the risk of misleading or confusing Class Members, provided that nothing shall be construed to obligate JLRNA to pay for the printing or mailing costs of any written communication to multiple Class Members other than the Notice and Claim Form, provided further that nothing herein shall be construed to restrict any communication between any Class Member and any counsel where an attorney-client relationship was formed prior to the date of this Order, provided further that this Order is not intended to prevent a Class Member from proactively seeking the advice of a third-party attorney

regarding his or her rights in the context of this Litigation during the opt-out period.

9. Any Class Member shall have the right to opt out of the Class and the Settlement by mailing a written request for exclusion to the address listed in the Notice postmarked no later than the deadline provided for such exclusion as set forth in the Notice. To be effective, the request for exclusion must: include the Class Member's name, address, telephone number, the Vehicle Identification Number (VIN) of the Class Member's Class Vehicle, and signature and state the Class Member's desire to "opt out" or "be excluded from the Settlement" in "*Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-CV-08528-CCC-JBC (D.N.J.)." Any Class Member who does not submit a timely and valid request for exclusion shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

10. Any Class Member who intends to object to final approval of the Settlement, the amount of attorneys' fees and expenses and/or any Class Representative incentive award must mail a letter, postmarked no later than the deadline provided for such objection as set forth in the Notice, to the Court as well as the Settlement Administrator listed in the Notice. The letter should state that the Class Member "objects" to the Settlement, attorneys' fees and expenses, and/or incentive awards in "*Schmidt, et al. v. Jaguar Land Rover North America, LLC*,

No. 18-CV-08528-CCC-JBC (D.N.J.)” and explain the legal and factual basis for the objection. Each objection must also include the Class Member’s name; address; telephone number; the model, model year, and the Vehicle Identification Number (VIN) of the Class Member’s Class Vehicle; proof of ownership or lesseeship of the Class Vehicle; copies of any other documents the objector wishes to submit in support of the objection; and signature. In addition, any Class Member objecting to the final approval of the Settlement, attorneys’ fees and expenses, and/or incentive awards shall provide a detailed list of any other objections, submitted by either the objector or the objector’s counsel, to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five years, including the full case name with jurisdiction in which it was filed and the docket number. If neither the Class Member nor his/her/its counsel has objected to any other class action settlement in any court in the United States in the previous five years, he/she/it shall affirmatively so state in the written materials provided in connection with the objection. Any Class Member who does not file an objection in complete accordance with the deadlines and other specifications set forth in the Notice and the Settlement Agreement will be deemed to have waived any such objection.

11. The submission of an objection shall permit Class Counsel or counsel for JLRNA to notice such objecting person for, and take, his/her/its deposition,

consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the final approval hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or to 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. 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 Agreement, in accordance with the due process rights of all Class Members.

12. The Court will hold a final settlement approval hearing before the undersigned judge at the U.S. District Court, District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101. At the final settlement approval hearing, the Court will consider: (i) whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (ii) whether an order granting final approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (iii) whether Class Counsel's

application for attorneys' fees and expenses and the incentive awards should be granted.

13. Any objecting Class Member wishing to speak at the final settlement approval hearing must: (i) submit an objection in complete accordance with the deadlines and other requirements set forth in the Notice and the Settlement Agreement and (ii) concurrently with the submission of the objection, mail a letter to the Clerk of the Court as well as to the address of the Settlement Administrator listed in the Notice, postmarked no later than the deadline for such notice of intention to appear set forth in the Notice, stating the Class Member's desire to appear in person, or through Counsel, at the final settlement hearing. The letter should state that it is a "Notice of Intention to Appear in *Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-CV-08528-CCC-JBC (D.N.J.)." Such notice of intention to appear must include the Class Member's name; address; telephone number; the Vehicle Identification Number (VIN) of the Class Member's Class Vehicle; copies of any papers, exhibits, or other evidence and the identity of any witnesses that the Class Member (or the Class Member's counsel) intends to present to the Court in connection with the final settlement approval hearing; and signature. Any Class Member who does not state his/her/its intention to appear in complete accordance with the deadlines and other requirements set

forth in the Notice and the Settlement Agreement can be barred from speaking or otherwise presenting any views at the Court's final settlement approval hearing.

14. The following schedule shall govern the class action settlement proceedings:

a. The Settlement Administrator must cause individual notice, substantially in the form attached to the Settlement Agreement as Exhibit C, to be mailed by first-class mail to every Class Member who is reasonably ascertainable from an available R.L. Polk & Company and/or IHS Markit database (or a similar database from another vendor agreeable to the Parties), on or before one-hundred twenty (120) days after this Order is entered on the docket.

b. Class Members must mail any letter objecting to the proposed Settlement, attorneys' fees and expenses, and/or incentive awards postmarked on or before one-hundred sixty-five (165) days after this Order is entered on the docket.

c. Class Members must mail any letter electing to exclude themselves from the Class postmarked on or before one-hundred sixty-five (165) days after this Order is entered on the docket.

d. Class Members wishing to appear at the final settlement approval hearing must mail any letter stating their intent to appear postmarked on



or before one-hundred sixty-five (165) days after this Order is entered on the docket.

e. Any motion(s) for final approval of the proposed Settlement, including any exhibits or attachments thereto, shall be filed on or before twenty-four (24) days prior to the final settlement approval hearing.

f. The final settlement approval hearing shall be held on the first motion day on or after two-hundred ten (210) days after this Order is entered on the docket.

g. The deadline contained in paragraphs (b), (c), (d) and (f) shall be included in the Notice mailed to Class Members.

15. Named Plaintiffs shall file, on or before fourteen (14) days prior to the objection deadline, a motion for attorneys' fees and expenses and for the issuance of incentive awards. Replies, if any, filed by Named Plaintiffs on the motion for attorneys' fees and expenses and/or the motion for final approval of the Settlement, shall be filed on or before fourteen (14) days prior to the final settlement approval hearing.

DATED: \_\_\_\_\_

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The Hon. Claire C. Cecchi  
United States District Judge

# **EXHIBIT C**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

ROBERT SCHMIDT, *et al.*,

Plaintiffs,

v.

JAGUAR LAND ROVER NORTH  
AMERICA, LLC,

Defendant.

Case No. 18-CV-08528-CCC-JBC

**If you purchased or leased a Model Year 2012, 2013, or 2014 Land Rover LR4 and/or Range Rover Sport vehicle on or before [the date that this Settlement receives preliminary approval] and the vehicle was registered in one of the fifty states of the United States or the District of Columbia, you may be entitled to extended warranty coverage or reimbursement of certain out-of-pocket costs you incurred if you repaired or replaced the timing chain and/or timing chain tensioner and/or engine when you owned or leased the vehicle.**

- Extended warranty coverage is now available for Model Year 2012, 2013, or 2014 Land Rover and/or Range Rover Sport vehicles that are currently in need of (or in the future develop the need for) repairs or replacement(s) of an original timing chain, timing chain tensioner, tensioner lever, or engine and the vehicle is, at the time of the repairs or replacement(s), in service for less than a certain number of years and driven for less than a certain number of miles (for more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
- If this Settlement is approved by the Court, eligible owners or lessees of Model Year 2012, 2013, or 2014 Land Rover and/or Range Rover Sport vehicles can also receive partial or full reimbursement for certain out-of-pocket costs incurred if they repaired or replaced an original timing chain, timing chain tensioner, tensioner lever, or engine and the vehicle was, at the time of the repair or replacement, in service for less than a certain number of years and driven for less than a certain number of miles (for more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
- Your legal rights are affected whether you act or do not act. Please read this entire notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**OBTAIN EXTENDED  
WARRANTY SERVICE**

If your Class Vehicle is currently in need of (or in the future develops the need for) a qualifying repair or replacement of a timing chain, a timing chain tensioner, or an engine, then you do not need to, and should not, wait. Instead, you should promptly present your Class Vehicle to an

	authorized Land Rover retailer and request that the authorized Land Rover retailer perform any such necessary repairs or replacements pursuant to the extended warranty coverage described in this Notice (for more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
<b>SUBMIT A CLAIM</b>	If the Settlement is approved, you can submit a claim for reimbursement for qualifying past repairs. (For more details, see Answer to Question 8 below: “How can I participate in the Settlement?”) The claim must be postmarked, or filed through an online portal, within 90 days after the date on which the court enters final approval of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you may be considered a Settlement Class Member, but you will not receive reimbursement. In addition, you will lose certain rights to sue Jaguar Land Rover North America, LLC its parents, and/or its affiliates in the future. (For more details, see Answer to Question 21 below: “What happens if I do nothing at all?”) However, you may qualify for extended warranty benefits, depending on the age and mileage of your vehicle.
<b>EXCLUDE YOURSELF</b>	If you exclude yourself, you will receive no reimbursement under the Settlement. This is the only option that allows you to be part of any other lawsuit against Jaguar Land Rover North America, LLC, its parents, and/or its affiliates in connection with the legal claims in this case or allegedly defective timing chain and/or timing chain tensioners in Class Vehicles. (For more details, see Answer to Question 11 below: “How do I get out of the Settlement?”). The deadline to submit an exclusion request is [165 days after the Court grants preliminary approval].
<b>OBJECT</b>	If you object to the Settlement, you can write to the Court about why you don’t like the Settlement. (For more details, see Answer to Question 16 below: “How do I tell the Court that I don’t like the Settlement?”) The deadline to submit an objection is [165 days after the Court grants preliminary approval].

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The reimbursement benefits will become available if the Court approves the Settlement and after any appeals are resolved. Please be patient. The extended warranty benefits are available now.

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**BASIC INFORMATION**

**1. Why did I get this notice?**

You may have purchased or leased one of the vehicles involved in this lawsuit. The Court has ordered that this notice be mailed to you because you have a right to know about a proposed Settlement of a class action lawsuit known as *Schmidt, et al., v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528 (D.N.J.) ("Lawsuit"), and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, Jaguar Land Rover North America, LLC ("JLRNA") will provide certain benefits agreed to in the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them.

The Court in charge of the Lawsuit is the U.S. District Court for the District of New Jersey (the "Court"). The people who sued are called the Plaintiffs, and the company they sued, JLRNA, is called the Defendant.

**2. What is this lawsuit about?**

The lawsuit claimed that Model Year 2012, 2013, and 2014 Land Rover LR4 and Range Rover Sport vehicles were sold or leased to consumers with a defect in the timing chain assembly. Plaintiffs claimed that the alleged defect can supposedly lead to premature failures of the timing chains, timing chain tensioners, tensioner levers, and 5.0 liter direct injection engines in these vehicles. Plaintiffs alleged that, to correct the purported defect, owners or lessees of these vehicles incurred costs to repair or replace the timing chain, timing chain tensioner, and/or engine. JLRNA denied the existence of the alleged defect and denied any liability.

### 3. Why is this a class action?

In a class action, one or more people called Class Representatives sue on behalf of people who have similar claims. All these people together are the “Class” or “Class Members” if the Court approves this procedure. Then, the Court resolves the issues for all “Settlement Class Members,” who are all the Class Members except for those who ask to be excluded from the Class.

### 4. Why is there a Settlement?

Both sides in the Lawsuit agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Settlement Class Members can get benefits, in exchange for releasing JLRNA, its parents, and its affiliates from liability. The Settlement does not mean that the Defendant broke any laws and/or did anything wrong, and the Court did not decide which side was right. The Settlement here has been preliminarily approved by the Court, which authorized the issuance of this notice. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Class Members.

This notice summarizes the terms of the Settlement. The Settlement Agreement (along with all the exhibits to the Settlement Agreement) sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs. You can review the Settlement Agreement here: [settlement administrator website address].

## WHO IS IN THE SETTLEMENT

### 5. How do I know if I am part of the Settlement?

The Court has decided that the Class will include all current and former owners or lessees of Model Year 2012 through Model Year 2014 Land Rover LR4 and/or Range Rovers Sport vehicles (“Class Vehicles”) who were the registered owners or lessees of such vehicles on or before [the date that the Settlement received preliminary approval], to the extent that such registrations were in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (i) owners and lessees who first purchased or leased a Class Vehicle nine (9) or more years after such Class Vehicle was registered for the first time; (ii) owners and lessees of a Class Vehicle on which a timing chain and/or timing chain tensioner was first replaced when such Class Vehicle had been in service for more than eight (8) years or driven for more than 100,000 miles; (iii) any judge assigned to the Litigation; (iv) Persons, if any, who prior to the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Paragraph 14.2 of the Settlement Agreement; (v) financial institutions; and (vi) JLRNA.

### 6. I’m still not sure if I am included.

If you are still not sure whether you are included in this Class, you can ask for free help. You can call [settlement administrator telephone number] and ask whether your vehicle is included in the Settlement. You will need to have your Vehicle Identification Number (VIN) ready. The VIN is located on a placard on the top of the dashboard and is visible through the driver's side corner of the windshield. For more information, you can also visit the settlement website [settlement administrator website address].

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **7. What does the Settlement provide? What can I get from the Settlement?**

The following information summarizes the Settlement benefits (some of which are available only if the Settlement receives final court approval):

The Settlement provides reimbursement of certain out-of-pocket costs (defined below on page 8) paid by a Settlement Class Member (see definition of a Settlement Class Member in the Answer to Question 5 above: "How do I know if I am part of the Settlement?") who repaired or replaced a timing chain and/or timing chain tensioner and/or engine damaged due to a timing chain and/or timing chain tensioner failure in his or her Class Vehicle and who makes a valid claim. The Settlement also provides warranty extensions to cover certain repairs or replacements performed by authorized Land Rover retailers in Class Vehicles in the future.

#### Reimbursements for Timing Chain and Timing Chain Tensioners:

JLRNA will reimburse a Settlement Class Member for out-of-pocket costs incurred as a result of a repair or replacement of a timing chain and/or timing chain tensioner, subject to the time and mileage parameters set forth below:<sup>1</sup>

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	60%
7	70,001 to 85,000	50%
8	85,001 to 100,00	40%

To qualify for a particular maximum reimbursement percentage, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement (defined above) at the time the (1) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first). If the Class Vehicle had been in service for more than 8

<sup>1</sup> JLRNA will also provide reimbursement for out-of-pocket costs incurred as a result of the repair or replacement of a tensioner lever in a Class Vehicle, subject to the same time and mileage parameters; provided that the repair or replacement of such tensioner lever must be necessary as part of a repair or replacement of a timing chain or timing chain tensioner.

years at the time of such diagnosis, repair, or replacement of a timing chain and/or timing chain tensioner or been driven more than 100,000 miles at the time of such diagnosis, repair or replacement, then the Class Member will not be eligible for reimbursement in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete reimbursement of earlier qualifying repairs or replacements.

If, at the time a timing chain and/or timing chain tensioner was *first* diagnosed, repaired or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for reimbursement, and will not be legally bound by anything that happens in this Lawsuit.

An aggregate monetary cap applies to the reimbursement of Past Repairs or Replacements of timing chains and/or timing chain tensioners performed by independent repair facilities (“IRF”) other than authorized Land Rover retailers. The amount of this cap is \$4,000.00 multiplied by the applicable maximum reimbursement percentage from the table above. For a Past Repair or Replacement performed by an IRF of a timing chain and/or timing chain tensioner, JLRNA will pay to reimburse the lesser of (1) the maximum reimbursement percentage set forth in the table above multiplied by the actual out-of-pocket costs incurred and (2) the \$4,000.00 aggregate monetary cap multiplied by the applicable maximum reimbursement percentage from the table above.

“Past Repair(s) or Replacement(s)” means one or more qualifying repairs or replacements that are performed at any point before ten (10) days after the date that this Notice is mailed.

With respect to future repairs or replacements, Settlement Class Members who qualify for warranty extensions must present their vehicle to an authorized Land Rover retailer to receive qualifying repairs or replacements.

#### Reimbursements for Engines:

JLRNA will reimburse a Settlement Class Member for out-of-pocket costs incurred as a result of a repair or replacement of an engine that is damaged due to a timing chain and/or timing chain tensioner failure, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	30%
7	70,001 to 85,000	25%
8	85,001 to 100,00	20%

To qualify for a particular amount of reimbursement, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement (defined above) at the time the engine is repaired or replaced due to a timing chain and/or timing chain tensioner failure. If the Class Vehicle had been in service for more than 8 years at the time of the engine repair or replacement or been driven more than 100,000 miles at the time of such repair or replacement, then the Class Member will not be eligible



for reimbursement in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete reimbursement of earlier qualifying repairs or replacements.

If, at the time an engine was *first* repaired or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for reimbursement, and will not be legally bound by anything that happens in this Lawsuit.

An aggregate monetary cap applies to reimbursement of Past Repairs or Replacements performed by an IRF of engines that are damaged as a result of timing chain and/or timing chain tensioner failures. The amount of this cap is:

- \$8,000.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for six years or less and had been driven for 70,000 miles or less.
- \$6,500.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for seven years or less and had been driven for 85,000 miles or less.
- \$5,000.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for eight years or less and had been driven for 100,000 miles or less.

For a Past Repair or Replacement performed by an IRF of an engine that is damaged as a result of a timing chain and/or timing chain tensioner failure, JLRNA will reimburse the lesser of (1) the actual out-of-pocket costs incurred multiplied by the maximum reimbursement percentage set forth in the table above and (2) the aggregate monetary cap described in the bullets above.

“Past Repair(s) or Replacement(s)” means one or more qualifying repairs or replacements that are performed at any point before ten (10) days after the date that this Notice is mailed.

With respect to future repairs or replacements, Settlement Class Members who qualify for warranty extensions must present their vehicle to an authorized Land Rover retailer to receive qualifying repairs or replacements.

#### Eligibility for Reimbursement Benefits.

To receive any reimbursement benefits described in this Notice, a Settlement Class Member must complete and submit a timely and valid Claim Form (which accompanies this Notice), along with copies of repair order(s), invoice(s), and/or other service record(s) (“Service and Owner Records”) showing:

- The date on which the qualifying diagnosis, repair, or replacement occurred and the mileage of the Class Vehicle at the time of such diagnosis, repair, or replacement;
- The amount of the out-of-pocket costs the Settlement Class Member incurred (estimates and unpaid invoices are not sufficient to demonstrate out-of-pocket costs);
- Proof of payment of the claimed out-of-pocket costs (estimates and unpaid invoices are not sufficient to demonstrate proof of payment);
- Proof that the Settlement Class Member claiming reimbursement was the owner or lessee of the Class Vehicle at the time the out-of-pocket costs were incurred (ownership or leaseholdship can be established by a copy of the Settlement Class Member’s vehicle registration, vehicle title or proof of vehicle insurance); and

- If reimbursement is claimed for the repair or replacement of an engine, proof that such repair or replacement was necessary due to a timing chain and/or timing chain tensioner failure. In the absence of documentation to the contrary, it will be presumed that such proof is sufficient if an engine repair or replacement is performed contemporaneously with the repair or replacement of a timing chain and/or timing chain tensioner.

**“Out-of-pocket costs”** means the total out-of-pocket costs incurred and paid by the Class Member for the timing chain, timing chain tensioner, or engine repair or replacement after subtracting any reimbursement (including, without limitation, any goodwill reimbursement) received, from whatever source, for the incurred costs.

In addition to a completed Claim Form and the required Service and Owner Records, to qualify for reimbursement, the Settlement Class Member must include and submit, with a completed Claim Form, records showing that, the Settlement Class Member complied with the maintenance schedule set forth in the Class Vehicle’s Passport to Service for oil and oil filter changes, up to the date/mileage of the qualifying repair or replacement, within a variance of two (2) months and one thousand five hundred (1,500) miles of the scheduled time/mileage requirements. Alternatively, in the absence of such records, the Settlement Class Member must complete and submit a signed statement, under penalty of perjury, that (i) states the name, address and contact information of the authorized Land Rover retailer or IRF where scheduled maintenance on the Class Vehicle was performed, (ii) details the efforts that were made to obtain the maintenance records and why such records remain unavailable to you, and (iii) attests to compliance with the schedule set for in the Class Vehicle’s Passport to Service for oil and oil filter changes.

A claim will not be eligible for reimbursement if the Service and Owner Records or other documents indicate that the qualifying repair or replacement was required because of a collision, accident, vandalism, failure to comply with the applicable maintenance schedule, or customer abuse. The Settlement Class Member must timely submit, as part of the Claim Form, a statement, signed under penalty of perjury, attesting that the Settlement Class Member is not aware of information that indicates that the qualifying repair or replacement of a timing chain and/or timing chain tensioner was required because of a collision, accident, vandalism, failure to adhere to the applicable maintenance schedule, or customer abuse.

A claim will not be eligible for reimbursement if the Service and Owner Records or other documents indicate that the timing chain, timing chain tensioner, tensioner lever, or engine that required repair or replacement was not original equipment (*i.e.* equipment installed in a new Class Vehicle at the factory). The Settlement Class Member must timely submit, as part of the Claim Form and along with Service and Owner Records, a statement, signed under penalty of perjury, attesting that the Settlement Class Member is not aware of information that indicates that the replaced timing chain, timing chain tensioner, tensioner lever, or engine was not original equipment.

To receive reimbursement for qualifying repairs or replacements performed during a single visit to an authorized Land Rover retailer or IRF, a Settlement Class Member must submit one Claim Form, along with Service and Owner Records providing the required information. To receive reimbursement for two or more qualifying repairs or replacements performed during two or more visits to an authorized Land Rover retailer or IRF, a Settlement Class Member must submit a Claim Form for each visit during which the respective qualifying repairs or replacements were performed, along with Service and Owner Records providing the required information.

Warranty Extension for Timing Chain and Timing Chain Tensioners:

JLRNA has extended its New Vehicle Limited Warranty to cover timing chain and timing chain tensioner repairs or replacements, performed by authorized Land Rover retailers only, in Class Vehicles, for up to eight (8) years and 100,000 miles, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	60%
7	70,001 to 85,000	50%
8	85,001 to 100,00	40%

To qualify for a particular level of extended warranty coverage, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement at the time the (i) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (ii) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first). If the Class Vehicle had been in service for more than 8 years at the time of such diagnosis, repair, or replacement of a timing chain and/or timing chain tensioner or been driven more than 100,000 miles at the time of such diagnosis, repair, or replacement, then the Class Member will not be eligible for extended warranty coverage in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete warranty coverage of earlier qualifying repairs or replacements.

If, at the time a timing chain and/or timing chain tensioner was *first* diagnosed, repaired, or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for warranty coverage, and will not be legally bound by anything that happens in this Lawsuit.

Other than the extended time and mileage periods set forth above, the terms, requirements, and limitations in JLRNA's New Vehicle Limited Warranty shall remain in effect. If the Court (or any appellate court) conclude that the Settlement should not be finally approved, JLRNA reserves the right to rescind any extended warranty benefits.

Warranty Extension for Engine Damage:

JLRNA has extended its New Vehicle Limited Warranty to cover repairs or replacements, performed by authorized Land Rover retailers, of engines that are damaged due to timing chain or timing chain tensioner failures in Class Vehicles, for up to eight (8) years and 100,000 miles, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	30%

7	70,001 to 85,000	25%
8	85,001 to 100,00	20%

To qualify for a particular level of extended warranty coverage, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement at the time the (i) engine damage due to a timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such damage or (ii) engine is repaired or replaced due to a timing chain and/or timing chain tensioner failure (whichever occurs first). If the Class Vehicle had been in service for more than 8 years at the time of such engine diagnosis, repair, or replacement or been driven more than 100,000 miles at the time of such diagnosis, repair, or replacement, then the Class Member will not be eligible for extended warranty coverage in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete warranty coverage of earlier qualifying repairs or replacements.

If, at the time an engine was *first* diagnosed, repaired or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for warranty coverage, and will not be legally bound by anything that happens in this Lawsuit.

Other than the extended time and mileage periods set forth above, the terms, requirements, and limitations in JLRNA's New Vehicle Limited Warranty shall remain in effect. If the Court (or any appellate court) conclude that the Settlement should not be finally approved, JLRNA reserves the right to rescind any extended warranty benefits.

In the alternative, JLRNA, at its sole discretion, can choose (1) to take possession of the Class Vehicle and (2) to reimburse the Settlement Class Member and/or lessor for the value of the Class Vehicle if the amount that JLRNA would otherwise pay as reimbursement, pursuant to the table above, to repair engine damage under warranty is greater than the value of the Class Vehicle. The value of a Class Vehicle that is owned by a Settlement Class Member is equal to the greater of (1) the amount of the remaining loan balance on the Class Vehicle as of the latter of the date of the timing chain failure or June 25, 2019, if the Class Vehicle purchase was financed; or (2) the purchase price of the Class Vehicle, subject to a mileage offset according to the vehicle's mileage on the date that the Settlement Class Member permanently surrenders possession of the Class Vehicle to an authorized Land Rover retailer (or any earlier date that JLRNA shall designate at its sole discretion) based on the restitution formula set forth in California's Lemon Law, Cal. Civ. Code Section 1793.2(2)(C). The value of a Class Vehicle that is leased by a Settlement Class Member is equal to the amount of the remaining lease balance on the Class Vehicle as of the date of the timing chain failure plus the amount of the residual value of the Class Vehicle to the lessor.

## HOW YOU CAN PARTICIPATE IN THE SETTLEMENT

### 8. How can I participate in the Settlement?

Reimbursement benefits: if you are a Class Member and you want to be eligible to receive the reimbursement benefits offered under this Settlement, then you do not need to do anything at this time. If the Court grants final approval of the Settlement and you believe you qualify for the reimbursement benefits and wish to take advantage of them, you will be required to complete and submit a completed Claim Form (which is enclosed) and the required Service and Owner Records, postmarked, or filed through an online portal that will be available at [settlement administrator website address], within 90

days after the date on which the Court enters final approval of the Settlement, to the mailing address identified on the Claim Form. Please do not submit the Claim Form and supporting documentation to the Court or attorneys listed in this document.

If you do not submit the Claim Form and Service and Owner Records to the Settlement Administrator by the required deadline you will not receive any reimbursement.

If the Court grants final approval of the Settlement, this will be announced on the settlement website [settlement administrator website address] after the hearing referenced in the Answer to Question 9 below: “When would I get my Settlement benefits?”

**Extended warranty benefits:** if your Class Vehicle is currently in need of (or in the future develops the need for) a qualifying repair or replacement of a timing chain, a timing chain tensioner, or an engine, **then you do not need to wait for the Court to grant final approval of the Settlement.** Instead, you should promptly present the Class Vehicle to an authorized Land Rover retailer and request that the authorized Land Rover retailer perform any such necessary repairs or replacements pursuant to the extended warranty coverage described in this Notice.

## 9. When would I get my Settlement benefits?

The Court plans to hold a hearing on \_\_\_\_\_ before the Hon. Claire C. Cecchi, U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, to decide whether to approve this Settlement. However, the hearing may be rescheduled without further notice to you. Due to the ongoing COVID-19 pandemic, the hearing may also be conducted online (e.g., through Zoom), rather than in person. If the Court approves the Settlement, there may be appeals afterwards. It’s always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps even more than a year. You can continue to check on the progress of the Settlement (including when and where the hearing will take place) by visiting the following website [settlement administrator website address] or calling [settlement administrator telephone number].

**Reimbursement benefits:** reimbursement benefits become available upon the Effective Date of the Settlement, which is after final approval by the Court and after any appeals have been resolved.

**Extended warranty benefits:** if your Class Vehicle is currently in need of (or in the future develops the need for) a qualifying repair or replacement of a timing chain, a timing chain tensioner, or an engine, then you do not need to wait for the Court to grant final approval of the Settlement or the Effective Date of the Settlement. Instead, you should promptly present the Class Vehicle to an authorized Land Rover retailer and request that the authorized Land Rover retailer perform any such necessary repairs or replacements pursuant to the extended warranty coverage described in this Notice.

## 10. What am I giving up to stay in the Class and receive a benefit?

Unless you exclude yourself, you are staying in the Class, and that means that, if the Settlement is approved, you can’t sue, continue to sue, or be part of any other lawsuit against JLRNA, its parents, and/or its affiliates related to allegedly defective timing chain and/or timing chain tensioners in Class Vehicles or to legal issues that were or could have been raised in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

However, nothing in this Settlement will prohibit you from pursuing claims: (i) for personal injury; (ii) for damage to property other than to a Class Vehicle; (iii) that pertain to one or more timing chains or timing chain tensioners in a Class Vehicle to the extent that such Class Vehicle, at the time of the diagnosis(es), repair(s), or replacement(s) of such timing chain(s) or timing chain tensioner(s), had been in service for more than eight years or driven for more than 100,000 miles; or (iv) that pertain to anything

other than the Class Vehicles and allegedly defective timing chain and/or timing chain tensioners in Class Vehicles.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this Settlement, but you want to keep the right to sue or continue to sue JLRNA, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as opting out of the Class.

### 11. How do I get out of the Settlement?

If you are a Class Member and wish to exclude yourself from the Settlement, you must send a letter by mail saying that you want to “opt out” or “be excluded from the Settlement.” Be sure to include your name, address, telephone number, your signature, the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and refer to the case as *Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528-CCC-JBC (D.N.J). You must mail your exclusion request postmarked no later than [165 days after the Court grants preliminary approval]:

**To Settlement Administrator:**

[Settlement Administrator Address]

You can't exclude yourself on the phone or by e-mail.

If you ask to be excluded, you will not qualify for any of the reimbursement benefits, and you cannot object to the Settlement. You will also not be legally bound by anything that happens in this Lawsuit. You may be able to sue (or continue to sue) JLRNA, its parents, and/or its affiliates in the future.

### 12. If I don't exclude myself, can I sue Jaguar Land Rover North America for the same thing later?

No. If you are a Class Member and you do not exclude yourself, you give up the right to sue JLRNA, its parents, and/or its affiliates for the claims that this Settlement releases. If you have a pending lawsuit against JLRNA, its parents, and/or its affiliates, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it concerns the same legal claims that this Settlement releases. Remember, the exclusion deadline is [165 days after the Court grants preliminary approval].

### 13. If I exclude myself, can I get benefits from this Settlement?

If you exclude yourself, you will not be eligible for the reimbursement benefits under the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against JLRNA, its parents, and/or its affiliates. If you exclude yourself, you can still take advantage of any extended warranty benefits that may be available to you.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in the case?



The Class Representatives have asked the Court to appoint their lawyers (from the law firms of Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C.) as Class Counsel to represent you and the Class. Together, the lawyers are called Class Counsel. The Court has granted that request. You will not be charged for any fees or costs for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of not more than \$700,000. In addition, the Class Representatives will ask the Court for incentive awards of no more than \$6,000. The Court may award less than this amount. JLRNA will separately pay the fees, expenses, and incentive awards that the Court awards. JLRNA will also separately pay the costs to administer the Settlement. These payments do not affect any reimbursement benefits or extended warranty benefits you may receive under the terms of the Settlement. This request for attorneys' fees, expenses, and incentive awards will be heard at the Final Approval Hearing (at the same time that the final approval of the Settlement is heard).

### OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

#### 16. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and you stay in the Class (and by doing so become a Settlement Class Member), you can object to the Settlement if you don't like it. You should give reasons why you think the Court should not approve it. The Court will consider your views. Keep in mind that the Court can only approve or deny the Settlement. The Court cannot order that the parties agree to a different settlement. If the Court denies approval, no reimbursement benefits will be available at this time and the lawsuit will continue. If you stay in the Class, you can also object to the attorneys' fees and expenses and/or incentive awards. You should give reasons why you think the Court should not approve the attorneys' fees and expenses and/or incentive awards. The Court will consider your views.

To object, you must mail a letter saying that you "object" to the Settlement or the attorneys' fees and expenses and/or incentive awards in *Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528-CCC-JBC (D.N.J). Be sure to include your name; address; telephone number; your signature; the model, model year, and the Vehicle Identification Number (VIN) of your Class Vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield); proof of ownership or lease of the Class Vehicle; all the factual and legal grounds for your objection to the Settlement, the attorneys' fees and expenses, and/or incentive awards; copies of any other documents you wish to submit in support of the objection; and a statement of whether you intend to appear at the final approval hearing described in the Answer to Question 18. If you intend to appear at the final approval hearing described in the Answer to Question 18 through counsel, your comment must also state the identity of all attorneys representing you who will appear at that hearing.

Any objecting Class Member must also provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the previous five (5) years (including the full case name with jurisdiction in which it was filed and the docket number),

or affirmatively state that the Class Member and his or her counsel has not objected to any other class action Settlement in the previous five (5) years, in the written materials provided with the objection.

Mail the objection to these two different places postmarked no later than [165 days after the Court grants preliminary approval]:

To the Court:	To Settlement Administrator:
Clerk of Court U.S. District Court, District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07101	[Settlement Administrator address]

The submission of an objection allows Class Counsel or Counsel for JLRNA to notice such objecting person for and take his/her/its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the final approval hearing described in the Answer to Question 18, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard.

Any Class Member who does not submit an objection in complete accordance with the deadlines and other specifications set forth in this Notice and the Settlement Agreement will be deemed to have waived any such objection, any right to be heard at the final approval hearing described in the Answer to Question 18, and any right to appeal from any order or judgment of the Court concerning the matter.

### 17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

### 18. When and where will the Court decide whether to approve the Settlement?

The Court is scheduled to hold a hearing on \_\_\_\_\_ before the Hon. Claire C. Cecchi, U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, to consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Cecchi will listen to people who have asked to speak at the hearing. The Court may also decide how much Class Counsel should be paid. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take. The hearing may be rescheduled without further notice to you. Due to the ongoing COVID-19 pandemic, the hearing may also be conducted online (e.g., through Zoom), rather than in person. You can check on the status of the hearing by visiting the following website [settlement administrator website address] or calling [settlement administrator telephone number].



**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**20. May I speak at the hearing?**

You may ask the Court for permission to speak at the hearing. To do so, you must mail a letter saying that it is your "Notice of Intention to Appear in *Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528-CCC-JBC (D.N.J)." Be sure to include your name; address; telephone number; the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield); copies of any papers, exhibits, or other evidence and the identity of any witnesses that you (or your counsel) intend to present to the Court at the final approval hearing; and your signature. Your Notice of Intention to Appear must be postmarked no later than [165 days after the Court grants preliminary approval], and be sent to the Clerk of the Court and the Settlement Administrator at the two addresses listed in the response to Question 16 above.

Any Class Member who does not state his/her/its intention to appear in complete accordance with the deadlines and other specifications set forth in this Notice and the Settlement Agreement can be barred from speaking or otherwise presenting any views at the Court's final settlement approval hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING****21. What happens if I do nothing at all?**

If you do nothing at this time, you will remain in the Class, but you will not be eligible for reimbursement benefits unless you submit a timely and valid claim. However, you can still take advantage of any extended warranty benefits that may be available to you. If you do not exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against JLRNA, its parents, and/or its affiliates about the legal issues in this case or allegedly defective timing chain and/or timing chain tensioners in Class Vehicles, ever again.

**GETTING MORE INFORMATION****22. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by downloading a copy online by visiting [settlement administrator website] or requesting a copy by calling [settlement administrator telephone number]. You can also request a copy by writing to the Settlement Administrator at the address listed in the response to Question 16 above.

**23. How do I get more information?**

You can visit the website at [settlement administrator website] where you will find answers to common questions about the Settlement. If the website does not contain the information you are looking for, you can also call toll-free at [settlement administrator telephone number].

**Other than a request to review the Court's files at the Clerk of the Court's Office, please do not contact the Clerk of the Court or the Judge with questions.**

BY ORDER OF:

The Honorable Claire C. Cecchi  
U.S. District Court for the  
District of New Jersey

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

ROBERT SCHMIDT, et al.,

Plaintiffs,

v.

JAGUAR LAND ROVER NORTH  
AMERICA, LLC,

Defendant.

Case No. 18-CV-08528-CCC-JBC

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS SETTLEMENT**

Class Representatives Robert Schmidt, Jason Taylor, and Russell Adams (collectively, “Class Representatives”), individually and as representatives of the Settlement Class, and Defendant Jaguar Land Rover North America, LLC (hereinafter “JLRNA”) (together with the Class Representatives, the “Parties”) moved this Court for an Order granting final approval of their Settlement and taking certain other actions. On \_\_\_\_\_, the Court held a hearing on final approval of the Settlement.

Upon considering the Parties’ Settlement Agreement, all papers in support of the Settlement filed by the Parties, the arguments of counsel, and the entire record herein, it is hereby ORDERED as follows:

1. This Court has subject matter jurisdiction over this action and personal jurisdiction over all the parties in this action.
2. This Final Approval Order shall also constitute the Final Judgment Order referenced in Paragraph 14.1 of the Settlement Agreement.
3. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.
4. Based on the record before the Court, including the Orders preliminarily approving the Settlement and preliminarily certifying the settlement class, and the submissions in support of the Settlement and preliminary certification, the Court finds that the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) have been satisfied and hereby certifies solely for the purpose of effectuating the Settlement the following Settlement Class pursuant to the Settlement Agreement:

All current and former owners or lessees of Class Vehicles who are or were the registered owners or lessees of such vehicles, on or before the date that the Settlement receives preliminary approval, to the extent that such registrations were in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (i) owners and lessees who first purchased or leased a Class Vehicle nine or more years after such Class Vehicle was registered for the first time; (ii) owners and lessees of a Class Vehicle on which a timing chain and/or timing chain tensioner was first replaced when such Class Vehicle had been in service for more than eight years or driven for more than 100,000 miles; (iii) any judge assigned to the Litigation; (iv) Persons, if any, who prior to the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released

claims as set forth in Paragraph 14.2 of the Settlement Agreement; (v) financial institutions; and (vi) JLRNA.

5. The Court finds that the requirements of Rule 23 are satisfied solely for the purpose of effectuating the Settlement as follows:

a. Pursuant to Rule 23(a)(1), the Court determines that the members of the Class are so numerous that their joinder before the Court would be impracticable;

b. Pursuant to Rule 23(a)(2), the Court determines that Class Representatives have alleged one or more questions of fact or law common to the Class;

c. Pursuant to Rule 23(a)(3), the Court determines that Class Representatives' claims are typical of the claims of the Class;

d. Pursuant to Rule 23(a)(4), the Court determines that Class Representatives will fairly and adequately protect the interests of the Class;

e. Pursuant to Rule 23(b)(3), the Court determines that, in the context of the proposed settlement, common questions of law and fact predominate over questions affecting only individual members; and

f. Also pursuant to Rule 23(b)(3), the Court determines that, in the context of the proposed settlement, a class action is superior to other available methods for the fair and efficient adjudication of this action.

6. If this Final Approval Order is set aside, materially modified, or overturned by this Court or on appeal, and is not fully reinstated on further appeal, this Final Approval Order certifying the Class shall be vacated *nunc pro tunc*.

7. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court hereby grants final approval of the Settlement on the basis that it is fair, reasonable, and adequate as to, and in the best interests of, all Class Members, and is in compliance with all applicable requirements of the Federal Rules of Civil Procedure.

8. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, and solely for settlement purposes, the Court appoints the following firms as Class Counsel for the Settlement Class: Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran P.C.

9. The Class Representatives will represent the Settlement Class.

10. The Court approves the terms of the Settlement Agreement.

11. The distribution of the Notice as provided for in the Order granting preliminary approval of the settlement constituted the best notice practicable under the circumstances, including individual notice to all members of the Class who could be identified through reasonable effort. Said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable law.

12. The Court has carefully considered and overruled any objections to the proposed Settlement that have been filed.

13. Except as to any individual claim of those Persons (identified in Exhibit 1 hereto) who have validly and timely requested exclusion from the Class (“Opt-Outs”), all Parties and Class Members are bound by this Final Approval Order and by the Settlement Agreement.

14. Except as to the Opt-Outs, the Court dismisses all claims contained in this action, as well as all of the Released Claims, against any of the Releasees by the Class Representatives and/or Class Members, with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

15. The Opt-Outs have timely and validly requested exclusion from the Class and are hereby excluded from the Class, not bound by this Final Approval Order, and may not make any claim or receive any benefit from the Settlement, whether monetary or otherwise.

16. The Court dismisses, with prejudice, *Schmidt, et al., v. Jaguar Land Rover North America, LLC*, No. 18-CV-08528-CCC-JBC (D.N.J.).

17. As of the Effective Date of the Agreement (as defined in Paragraph 15 of the Agreement), the Releasors shall be deemed to hereby fully and irrevocably release, waive, and discharge the Releasees, whether or not specifically named herein, from any and all past, present, and future liabilities, claims, causes of action



(whether in contract, tort or otherwise, including statutory, common law, property, declaratory and equitable claims), damages, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, or suspected or unsuspected that (i) were or could have been asserted in the Litigation relating to or concerning the Alleged Defect in Class Vehicles or (ii) that were or could have been asserted in any other complaint, action, or litigation in any other court or forum and relate to or concern the Alleged Defect in Class Vehicles or the transactions, actions, conduct or events that are the subject of the Litigation regarding the Class Vehicles and the Alleged Defect in Class Vehicles ("Released Claims"); provided that the Released Claims shall include any unknown claims concerning the Alleged Defect in one or more Class Vehicles that a Settlement Class Member does not now know to exist which, if known, might have affected the Settlement Class Member's decision regarding the settlement of the Litigation; provided further that the Class Representatives acknowledge that they and the other Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release but the Released Claims shall nonetheless be deemed to include any and all Released Claims without regard to the existence of such different or additional facts concerning each of the Releasees.

Notwithstanding the foregoing, no claims are released hereunder: (a) for personal

injury; (b) for damage to property other than a Class Vehicle; (c) that pertain to one or more timing chains or timing chain tensioners in a Class Vehicle to the extent that such Class Vehicle, at the time of the repair(s) or replacement(s) of such timing chain(s) or timing chain tensioner(s), had been in service for more than eight years or driven for more than 100,000 miles; or (d) that pertain to anything other than the Class Vehicles and the Alleged Defect in Class Vehicles.

18. All Releasors are barred, enjoined, and restrained from commencing or prosecuting any action, suit, proceeding, claim or cause of action in any jurisdiction or court against any Releasee based upon, relating to, or arising out of, any of the Released Claims.

19. This Final Approval Order shall not affect, in any way, the right of Class Representatives or Class Members to pursue claims, if any, outside the scope of the Released Claims.

20. The Settlement Agreement, acts performed in furtherance of the Agreement or the Settlement set forth therein, and documents executed in furtherance of the Agreement or the Settlement set forth therein, may not be deemed or used as evidence of an admission or other statement supporting: (i) the validity of any claim made by the Class Representatives, Settlement Class Members, or Class Counsel (including the appropriateness of class certification);

(ii) any wrongdoing or liability of any Releasee; or (iii) any fault or omission of any Releasee in any court, administrative agency, or other proceeding.

21. Neither the Settlement Agreement nor any action taken by the Parties either previously or in connection with the negotiations or proceedings connected with the Agreement shall be (i) offered or be admissible in evidence against any Releasee, or cited or referred to in any action or proceeding, except in an action or proceeding that is in furtherance of its terms or brought to enforce its terms or (ii) deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made in the Litigation or an acknowledgment or admission by any Releasee of any fault, liability, or wrongdoing of any kind whatsoever.

Notwithstanding the foregoing, the Settlement Agreement may be filed in an action to enforce or interpret the terms of the Settlement Agreement and any other documents executed in connection with the performance of the agreements embodied therein. The Releasees may file the Settlement Agreement and/or this Final Approval Order in any action that may be brought against them in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

22. Any order entered regarding the motion for attorneys' fees and expenses or incentive awards in this action shall in no way disturb or affect this Final Approval Order and shall be considered separate from this Final Approval Order.

23. If this Final Approval Order is set aside, materially modified, or overturned by this Court or on appeal, and is not fully reinstated on further appeal, this Final Approval Order shall be deemed vacated and shall have no force or effect whatsoever.

24. Without affecting the finality of this Final Approval Order in any way, this Court hereby retains continuing jurisdiction over (a) implementation of the Settlement and any award or distribution of reimbursements under the claims-made Settlement; (b) hearing and determining applications for attorneys' fees, costs, expenses, and incentive awards in the action; and (c) all Parties hereto for the purpose of construing, enforcing, and administering the Settlement.

25. The Clerk of the Court is hereby directed, pursuant to Rule 58 of the Federal Rules of Civil Procedure, to promptly enter judgment in a separate document.

DATED: \_\_\_\_\_

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The Hon. Claire C. Cecchi  
United States District Judge