

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

SIMON MAJDIPOUR, et al.,

Plaintiffs,

v.

JAGUAR LAND ROVER NORTH
AMERICA, LLC,

Defendant.

Case No. 2:12-cv-7849-MCA-LDW

If you purchased or leased a Model Year 2003, 2004, 2005, or 2006 Land Rover Range Rover vehicle on or before December 31, 2018 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 reimbursement of certain out-of-pocket costs you incurred if you replaced a front air spring on the vehicle due to an air leak when you owned or leased the vehicle.

- If this Settlement is approved by the Court, current and/or former owners and lessees of Model Year 2003, 2004, 2005, or 2006 Land Rover Range Rover vehicles can receive partial or full reimbursement for certain out-of-pocket costs incurred if they replaced an original front air spring (*i.e.* a front air spring installed in a new vehicle at the factory) due to an air leak and the vehicle was, at the time of the 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 don’t act. Please read this entire notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM	In order to receive reimbursement if the Settlement is approved, submit a claim. (For more details, see Answer to Question 8 below: “How can I participate in the Settlement?”) The claim must be postmarked within 90 days after the date on which the Court enters final approval of the Settlement.
DO NOTHING	If you do nothing, you may be considered a 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?”)

EXCLUDE YOURSELF	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 front air springs on 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 December 23, 2019.
OBJECT	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 December 23, 2019.

- 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. Settlement benefits will become available if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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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 *Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (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 claims that Model Year 2003, 2004, 2005, and 2006 Land Rover Range Rover vehicles were sold or leased to consumers with a defect in the front air springs in the electronic air suspension. Plaintiffs claim that, as a result of the alleged defect, the front air springs can crack or fail, causing a loss of air pressure in the suspension system. Plaintiffs allege that, to correct the purported defect, owners or lessees of the vehicles incurred costs to replace the front air springs. JLRNA denied the existence of the alleged defect and denied Plaintiffs’ claims.

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 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 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. This Settlement 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: www.MajdipourSettlement.com.

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 and lessees of Model Year 2003 through Model Year 2006 Land Rover Range Rover vehicles (“Class Vehicles”) who were the registered owners or lessees of such vehicles on or before the date of the Settlement Agreement 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 front air spring 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 Majdipour lawsuit; and (iv) Persons, if any, who prior to May 14, 2019, settled with and released JLRNA or any other Releasee from any of the released claims.

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 1-844-948-0777 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: www.MajdipourSettlement.com.

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 (assuming that the Settlement receives final court approval):

The Settlement provides reimbursement of certain out-of-pocket costs paid by a Class Member (see description of a Class Member in the Answer to Question 5 above: “How do I know if I am part of the Settlement?”) who replaced a front air spring in his or her Class Vehicle due to an air leak and who makes a valid claim.

For each qualifying front air spring replacement, JLRNA will reimburse up to the lesser of (i) the amount the Class Member paid in out-of-pocket costs for the front air spring replacement and (ii) the amount listed below based on the applicable time and mileage bands for that front air spring replacement. To qualify for a particular amount of reimbursement, the Class Vehicle must have, at the time of the front air spring

replacement, both (1) been in service for less than the applicable number of years in the chart below and (2) been driven for less than the maximum number of miles within the applicable mileage band in the chart below.

Year	Mileage Range	Maximum Reimbursement
5	50,001 to 62,500	\$500.00
6	62,501 to 75,000	\$250.00
7	75,001 to 87,500	\$125.00
8	87,501 to 100,000	\$125.00

If, at the time of a front air spring replacement, the Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the Class Member will not be eligible for reimbursement in connection with *that* replacement. But the Class Member would be eligible for partial or complete reimbursement of earlier qualifying front air spring replacements.

If, at the time a front air spring was *first* replaced, a 2003-2006 model year Land Rover Range Rover 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.

To receive any reimbursement, a Class Member must complete and submit a timely and valid Claim Form (which is enclosed), along with copies of repair order(s), invoice(s), and/or other service record(s) (“Service Records”) showing:

- The date on which the Class Member replaced a front air spring and the mileage on the Class Vehicle on such date;
- The amount of the out-of-pocket costs the Class Member incurred due to a front air spring replacement (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); and
- Proof that the Class Member claiming reimbursement was the owner or lessee of the Class Vehicle at the time of the replacement of the front air spring for which reimbursement is claimed (ownership or lesseeship can be established by a copy of the Class Member’s vehicle registration, vehicle title or proof of vehicle insurance).

“Out-of-pocket costs” means the total out-of-pocket costs incurred and paid by the Class Member for the front air spring replacement after subtracting any reimbursement (including, without limitation, any goodwill reimbursement) received, from whatever source, for the incurred costs.

A claim will be eligible for reimbursement only if the Service Records indicate that the replaced air spring was a front air spring. Replacements of rear air springs are not eligible for reimbursement under the Settlement.

A claim will be eligible for reimbursement only if the front air spring was replaced due to an air leak, meaning a loss of air pressure caused by a crack or other failure in the rubber material of the front air spring component. A claim will not be eligible for reimbursement if the vehicle's repair documentation indicates that the repair was due to a collision, accident, vandalism, puncture from road debris, customer abuse, noise complaint unrelated to an air leak, or any other reason other than an air leak. The Class Member must sign, under penalty of perjury, a statement included with the Claim Form that the Class Member is not aware of information that indicates that the repair was due to a collision, accident, vandalism, puncture from road debris, customer abuse, noise complaint unrelated to an air leak, or any other reason other than an air leak.

A claim will not be eligible for reimbursement unless the replaced front air spring was one of the original front air springs (*i.e.* a front air spring installed in a new vehicle at the factory). A claim for reimbursement will not be eligible for reimbursement if the repair documentation indicates that the replaced front air spring was not one of the original front air springs. The Class Member must sign, under penalty of perjury, a statement included with the Claim Form that the Class Member is not aware of information that indicates the replaced front air spring was not one of the original front air springs.

Out-of-pocket costs incurred at a service center other than an authorized Land Rover dealer ("Third-Party Shop") for a qualifying front air spring replacement are eligible for reimbursement, regardless of whether such Third-Party Shop replaced an original front air spring with a replacement front air spring supplied by JLRNA, by its parents or affiliates, or by a different entity.

Out-of-pocket costs incurred for a Strut replacement are eligible for reimbursement only if the Service Records indicate that the Strut was replaced in order to replace a failed front air spring that qualifies for reimbursement.

To receive reimbursement for a single front air spring replacement, a Class Member must submit one Claim Form, along with Service Records providing the required information. To receive reimbursement for two front air spring replacements, a Class Member must submit a Claim Form for each front air spring replacement, along with Service Records providing the required information.

HOW YOU CAN PARTICIPATE IN THE SETTLEMENT

8. How can I participate in the Settlement?

If you are a Class Member and you want to be eligible to receive the 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 Settlement benefits and wish to take advantage of them, you will be required to complete and submit a Claim Form (which is enclosed) and the required Service Records, postmarked 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.

If the Court grants final approval of the Settlement, this will be announced on the settlement website www.MajdipourSettlement.com after the hearing referenced in the Answer to Question 9 below: "When would I get my Settlement benefits?"

9. When would I get my Settlement benefits?

The Court plans to hold a hearing on February 3, 2020 at 2:30 p.m. before the Hon. Madeline C. Arleo, 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. 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. The Effective Date of the Settlement is after final approval by the Court and after any appeals have been resolved. You may continue to check on the progress of the Settlement by visiting the following website www.MajdipourSettlement.com or calling 1-844-948-0777.

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

If you are a Class Member and you do not 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 front air springs on 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 for: (i) personal injury; (ii) damage to property other than to a Class Vehicle; or (iii) any and all claims that pertain to anything other than a Class Vehicle and the allegedly defective front air springs on the Class Vehicles.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and 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 or allegedly defective front air springs on Class Vehicles, 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 *Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (D.N.J.). You must mail your exclusion request postmarked no later than December 23 2019:

To Settlement Administrator:

Majdipour Settlement Administrator
Attn: Exclusions
P.O. Box 58220
1500 John F. Kennedy Blvd., Suite C31
Philadelphia, PA 19103

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 Settlement 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 December 23, 2019.

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

No. If you exclude yourself, you will not be eligible for 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.

THE LAWYERS REPRESENTING YOU IN THIS CASE

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 Mazie, Slater, Katz & Freeman, LLC and Strategic Legal Practices, APC) 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 of no more than \$1,300,000 and expenses of no more than \$75,000. In addition, the Class Representatives will ask the Court for incentive awards of no more than \$16,000. 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.

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, 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 Settlement 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, the attorneys' fees and expenses, and/or incentive awards in *Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (D.N.J.). Your objection must also 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), the reasons you object to the Settlement, attorneys' fees and expenses, and/or incentive awards, and your signature. Mail the objection to these two different places postmarked no later than December 23, 2019:

To the Court:

Clerk of Court
U.S. District Court,
District of New Jersey
Martin Luther King Building &
U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

To Settlement Administrator:

Majdipour Settlement Administrator
Attn: Objections
P.O. Box 58220
1500 John F. Kennedy Blvd., Suite C31
Philadelphia, PA 19103

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

Objecting is simply telling the Court that you don't like something about the Settlement, attorneys' fees and expenses, and/or incentive awards. 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 will hold a hearing on February 3, 2020 at 2:30 p.m. before the Hon. Madeline C. Arleo, 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 Arleo will listen to people who have asked to speak at the hearing. The Court may also decide how much Class Counsel and the Class Representatives 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.

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 *Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (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), and your signature. Your Notice of Intention to Appear must be postmarked no later than December 23, 2019, 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. You cannot speak at the hearing unless you are a Class Member and you do not exclude yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Class Member and you do nothing at this time, you will remain in the Class, but you will not be eligible for Settlement benefits unless you submit a timely and valid claim. 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 front air springs on 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 www.MajdipourSettlement.com or requesting a copy by calling 1-844-948-0777. You can also request a copy by writing to: Majdipour Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or email info@MajdipourSettlement.com.

23. How do I get more information?

You can visit the website at www.MajdipourSettlement.com 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 1-844-948-0777.

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 William H. Walls
U.S. District Court for the
District of New Jersey

