

AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into as of this 31st day of December, 2018, by and among (1) Simon Majdipour, Pamela Austin, Brian Fuchs, Charles Manis, Jason Manowitz, and Marvinina Robinson (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 December 26, 2012, Plaintiff Simon Majdipour, individually and on behalf of a putative class of all persons or entities in the United States who are current or former owners or lessees of Model Year 2003, 2004, 2005, or 2006 Range Rover vehicles, filed a complaint against JLRNA, in the United States District Court for the District of New Jersey, alleging that the air springs in the electronic air suspension of Model Year 2003, 2004, 2005, and 2006 Range Rover vehicles were defective. The complaint alleged that, as a result of the alleged defect, the air springs installed on the affected vehicles can crack and leak, causing a loss of air pressure in the suspension system, which can affect vehicle ride height. The complaint further alleged that, to correct the purported defect, owners and lessees of the vehicles had to incur costs to replace the air springs. The complaint alleged various causes of action. The civil action initiated

by the complaint is known as Majdipour et al. v. Jaguar Land Rover North America, LLC, 2:12-cv-07849-WHW-CLW (the “Litigation”).

WHEREAS, on April 17, 2013, Plaintiffs Simon Majdipour and Pamela Austin filed the First Amended Class Action Complaint against JLRNA, asserting additional allegations in furtherance of their claim that the air springs in the electronic air suspension of Model Year 2003, 2004, 2005, and 2006 Range Rover vehicles were defective;

WHEREAS, on August 11, 2014, Plaintiffs Simon Majdipour, Pamela Austin, Brian Fuchs, Charles Manis, Jason Manowitz, and Marvin Robinson filed the Second Amended Class Action Complaint against JLRNA, asserting additional allegations in furtherance of the claim that the air springs in the electronic air suspension of Model Year 2003, 2004, 2005, and 2006 Range Rover vehicles were defective;

WHEREAS, Class Counsel (defined in Section 1) represents Named Plaintiffs in the Litigation;

WHEREAS, Class Counsel and the Class Representatives have conducted an investigation into the facts and the law regarding the Litigation, have engaged in extensive document discovery, have taken Rule 30(b)(6) deposition testimony, 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; and

WHEREAS, the Parties and their counsel recommend approval by the Court of the settlement set forth herein, and the Named Plaintiffs and Class Counsel recommend to Class Members, as 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 “Air Leak” means a loss of air pressure caused by a crack or other failure in the rubber material of the front air spring component.

1.3 “Class” means all Class Members collectively.

1.4 “Class Counsel” means Mazie, Slater, Katz & Freeman LLC and Strategic Legal Practices, APC.

1.5 “Class Member” means any current or former owner or lessee of a Class Vehicle (defined below) who was the registered owner or lessee of such vehicle on or before the date of this Agreement 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 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 the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Subsection 13.2.

1.6 “Class Representative(s)” means Plaintiff Simon Majdipour, Pamela Austin, Brian Fuchs, Charles Manis, Jason Manowitz, and Marvina Robinson.

1.7 “Class Vehicle(s)” means Model Year 2003, Model Year 2004, Model Year 2005, and Model Year 2006 Land Rover Range Rover vehicles.

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

1.9 “Effective Date” shall have the meaning given to it in Section 14 below.

1.10 “JLRNA Customer Relationship Center” means a call center and its related personnel operated by or on behalf of JLRNA.

1.11 “Strut” means the MacPherson strut assembly, which is a collection of components in the electronic air suspension of the Class Vehicles that includes as one of those components the air spring.

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

1.13 “Person” means any individual or entity.

1.14 “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 dealers, distributors, agents, principals, suppliers, vendors, issuers,

licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, 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 Subsection, “affiliates” means entities controlling, controlled by or under common control with a Releasee.

1.15 “Releasors” 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 Subsection, “affiliates” means entities controlling, controlled by or under common control with a Releasor.

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

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

1.18 “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 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 this 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 the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Subsection 13.2.

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.

3. Consideration for Settlement.

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

3.1.1 Reimbursement for Front Air Spring Replacements. For each front air spring replacement, JLRNA shall pay to reimburse up to the lesser of (i) the amount a Settlement Class Member paid in out-of-pocket costs for the front air spring replacement¹ or (ii) the amount listed below within the applicable time and mileage bands for that front air spring replacement:

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

3.1.2 Eligibility for Reimbursement of Front Air Spring Replacements.

¹ For the avoidance of doubt, “out-of-pocket costs” shall mean the total out-of-pockets costs incurred and paid by a Settlement Class Member for the front air spring replacement after subtracting any prior goodwill or other reimbursement received, from whatever source, for the incurred costs.

3.1.2.1 Any Settlement Class Member may receive reimbursement up to the levels designated in Paragraph 3.1.1 if the Settlement Class Member replaced a front air spring or front air springs within one or more of the time and mileage bands set forth in Paragraph 3.1.1. To qualify for a particular maximum reimbursement, the front air spring replacement for which reimbursement is claimed must satisfy both the applicable year requirement and the applicable mileage range requirement. In other words, a 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 and (2) been driven for less than the maximum number of miles within the applicable mileage band.²

3.1.2.2 To qualify for reimbursement, the Settlement Class Member must timely submit a completed Claim Form. JLRNA will cause a blank Claim Form to be mailed to Class Members along with the Class Notice, in accordance with Section 10. Such Claim Form shall be materially the same as Exhibit A to this Agreement.

3.1.2.3 In addition to a completed Claim Form, to qualify for reimbursement, the Settlement Class Member must include and submit, with a

² For the avoidance of doubt, if the Settlement Class Member's Class Vehicle had been, at the time of the front air spring replacement at issue, in service for more than eight (8) years or driven for more than 100,000 miles, then the maximum reimbursement amount is \$0; in other words, such Settlement Class Member is not eligible for reimbursement of any out-of-pocket costs.

completed Claim Form, copies of repair order(s), invoices, or other service records (“Service Records”) showing:

- (i) The date on which the Settlement Class Member replaced a front air spring and the mileage on the Class Vehicle on such date;
- (ii) The amount of the out-of-pocket costs the Settlement Class Member incurred due to a front air spring replacement (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); and
- (iv) Proof that the Settlement 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 Settlement Class Member’s vehicle registration, vehicle title or proof of vehicle insurance).

3.1.2.4 A claim will not be eligible for reimbursement if the Service Records or other documents referring to the Class Vehicle indicate that

the front air spring required replacement because of 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 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 front air spring required replacement because of 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.

3.1.2.5 A claim will not be eligible for reimbursement if the Service Records or other documents referring to the Class Vehicle indicate that the front air spring that required 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 front air spring was not original equipment.

3.1.2.6 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 equipment front air spring with a front air spring supplied by JLRNA or by a different entity. The Parties further note, for the avoidance of doubt, that nothing in this Subparagraph should be interpreted to modify the requirements of the preceding Subparagraph 3.1.2.5.

3.1.2.7 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 terms of this Agreement.

3.1.2.8 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.

4. Service Records.

4.1 The Parties acknowledge that JLRNA does not usually possess Service Records relating to particular vehicles. For this reason, Class Members who do not already possess such repair records should request Service Records from the relevant repair facility.

4.2 To the extent that a Settlement Class Member submits Service Records in support of a reimbursement claim, such service records may be from Third-Party Shops.

5. Time for Submitting Claims. Claims for reimbursement, including any necessary documentation, must be: (i) postmarked 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 Subsection 6.1) 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").

6. Settlement Administration.

6.1 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.

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

6.2.1 Settlement Class Members shall submit a claim by sending a completed and executed Claim Form and the required documentation to the Settlement Administrator at the address provided on the Class Form. For a single front air spring replacement, each Settlement Class Member may submit only one Claim Form; provided that, if a Settlement Class Member seeks reimbursement for

more than one front air spring replacement, a separate Claim Form should be submitted for each front air spring replacement.

6.2.2 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.

6.2.3 Unless the Settlement Administrator determines that the claim was untimely pursuant to the Claim Submission Deadline set forth in Section 5, 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 within forty-five (45) days of the date of such written denial and (ii) received by the Settlement Administrator within seventy-five (75) days of the date of such written denial.

6.2.4 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.

6.2.5 JLRNA 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.

7. Arbitration Available If JLRNA Denies Class Member's Claim.

7.1 Unless the Settlement Administrator determines either (i) that the claim was untimely pursuant to the Claim Submission Deadline set forth in Section 5 or (ii) that any attempt by the Submitter to cure a deficiency was untimely pursuant to Paragraph 6.2.3, a Settlement Class Member whose claim is denied may contest that claim denial in binding arbitration before JAMS or any other arbitration service mutually agreed upon by the Parties. The costs for such arbitration shall be shared equally by JLRNA and the Settlement Class Member.

7.2 A Settlement Class Member shall initiate binding arbitration by submitting (i) a written statement to JAMS (or any other agreed arbitration service) setting forth the Settlement Class Member's position as to why his or her claim was improperly denied and (ii) a copy of the claim denial. The written statement and claim denial must be postmarked within forty-five (45) days of the later of the date of the claim denial letter described in Paragraph 6.2.2 or the date of the Final

Determination (if any) described in Paragraph 6.2.4. Any written material sent to the arbitrator shall also be sent to the Settlement Administrator on the same date by first class U.S. mail.

7.3 JLRNA shall have forty-five (45) days from the receipt by the Settlement Administrator of any written material from a Settlement Class Member to submit a written statement and/or any materials supporting the claim denial to the arbitrator.

7.4 The written statement setting forth a Settlement Class Member's position and JLRNA's position with respect to a claim denial is each limited to two (2) pages. Supporting documentation may be attached as exhibit(s) to the written statement.

7.5 The arbitrator shall affirm a claim denial unless the arbitrator determines that the Settlement Class Member's claim met the requirements for reimbursement set forth in Section 3. The decision of the arbitrator shall be final. No appeal will be permitted from the arbitrator's decision.

7.6 There shall be no more than one arbitration for each Settlement Class Member.

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

8.2 If the Court does not preliminarily approve the Agreement, 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 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 Agreement to initiate such mailing.

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

10.3 JLRNA (or 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.

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.

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. Statements to the Press. No Party shall issue (or cause any other Person to issue) any press release concerning this Agreement or the Settlement set forth herein, unless that Party receives the prior written consent of the opposing Party to the language of such press release, which consent shall not be unreasonably withheld. For the further avoidance of doubt, the Parties hereby direct their counsel to refrain from issuing any press release that a Party is prohibited from releasing. For the further avoidance of doubt, nothing in this Section shall restrict the ability of the Parties (or their counsel) to describe this Agreement or the Settlement set forth herein on their respective websites or to respond to an inquiry from a member of the press.

12. Incentive Awards and Attorneys' Fees and Expenses.

12.1 Subject to Court approval, JLRNA agrees to pay Class Representatives a one-time payment in the aggregate amount of \$16,000, to be distributed as follows: \$5,000 to Named Plaintiff Simon Majdipour; \$3,000 to Named Plaintiff Pamela Austin; and \$2,000 each to Named Plaintiffs Brian Fuchs, Charles Manis, Jason Manowitz, and Marvin Robinson.

12.2 Subject to Court approval, JLRNA agrees to pay Class Counsel \$1,300,000 in attorneys' fees and an amount up to, but not exceeding, \$75,000 for,

reasonable costs and expenses. JLRNA will not oppose an award of this amount of attorneys' fees, 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, any sum in excess of the lesser of (i) \$1,300,000 and (ii) an amount awarded as attorneys' fees by the Court in a final order following the resolution of all appeals (if any). Class Counsel further agree that JLRNA shall not pay, nor be obligated to pay, any sum in excess of the lesser of (i) \$75,000 and (ii) an amount awarded as costs or expenses by the Court in a final order following the resolution of all appeals (if any).

12.3 Within twenty (20) business days after the Effective Date of this Agreement (defined in Section 14) 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 Subsections 12.1 and 12.2, to the extent approved by the court. In the event of an appeal of either the approval of the Settlement or an award of attorney fees and expenses, the attorneys' fees and expenses awarded shall, within twenty (20) business days after a Notice of Appeal is filed, be deposited in an interest bearing account at an institution selected by JLRNA with the consent of Class Counsel, which shall not be unreasonably withheld. JLRNA shall be the account holder. If a Notice of Appeal was filed, within ten (10) business days after the later of (a) the

final resolution of any appellate proceedings and related Court proceedings, assuming such court approval has been upheld and affirmed, and (b) the Effective Date of this Agreement (as defined in Section 14), the amount finally awarded by the Court shall be paid to Class Counsel, together with all accrued interest on such amount. For the avoidance of doubt, nothing in this Agreement shall be construed to require that JLRNA make any payment of attorneys' fees and expenses that exceeds either the amount set forth in Subsection 12.2 or the amount awarded by the Court in a final order following the resolution of all appeals (if any). 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.

12.4 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.

12.5 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 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.

12.6 Except as provided in Subsections 12.1 through 12.5, 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.

13. Final Judgment; Release of Claims.

13.1 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 ("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.

13.2 As of the Effective Date of this Agreement (as defined in Section 14), 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 allegedly defective front air springs on 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 allegedly defective front air springs on Class Vehicles or the transactions, actions, conduct or events that are the subject of the Litigation regarding the Class Vehicles and the allegedly defective front air springs on Class Vehicles (“Released Claims”); provided that the Released Claims shall include any unknown claims that a Settlement Class Member does not know to exist against any of the Releasees which, if known, might have affected his or her 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 front air springs on a Class Vehicle to the extent that such Class Vehicle, at the time of the front air spring replacement(s), had been in service for more than eight (8) years or driven for more than 100,000 miles; or (d) that pertain to anything other than the Class Vehicles and the allegedly defective front air springs on Class Vehicles.

13.3 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.

14. Effective Date of the Agreement.

14.1 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:

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

14.1.2 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;

14.1.3 The Court has entered the Judgment Order;

14.1.4 The Judgment Order has become final in that the time for appeal has expired or, if an appeal is taken and the 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 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 Judgment Order shall not be considered “final.”

15. No Admission of Liability.

15.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims.

15.2 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.

15.3 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.

15.4 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 Section shall survive such event.

16. Miscellaneous Provisions.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

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

16.7 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.

16.8 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.

16.9 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.

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

16.11 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:

Dated:

By:



Anna-Lisa Corrales
General Counsel and Secretary

For Named Plaintiffs Simon Majdipour, Pamela
Austin, Brian Fuchs, Charles Manis, Jason
Manowitz, and Marvinna Robinson on behalf of
themselves and the Settlement Class:

Dated:

By:

Matthew R. Mendelsohn
MAZIE SLATER KATZ & FREEMAN LLC
103 Eisenhower Parkway
Roseland, New Jersey 07068
Telephone: (973) 228-0391
Facsimile: (973) 228-0303

Payam Shahian
STRATEGIC LEGAL PRACTICES, APC
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Telephone: (310) 277-1040
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Attorneys for Simon Majdipour, Pamela Austin,
Brian Fuchs, Charles Manis, Jason Manowitz, and
Marvinna Robinson and the Settlement Class

Dated:

For Defendant Jaguar Land Rover North America,
LLC:

Dated:

By:

Anna-Lisa Corrales
General Counsel and Secretary

For Named Plaintiffs Simon Majdipour, Pamela
Austin, Brian Fuchs, Charles Manis, Jason
Manowitz, and Marvina Robinson on behalf of
themselves and the Settlement Class:

Dated:

12/31/18

By:



Matthew R. Mendelsohn
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103 Eisenhower Parkway
Roseland, New Jersey 07068
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Attorneys for Simon Majdipour, Pamela Austin,
Brian Fuchs, Charles Manis, Jason Manowitz, and
Marvina Robinson and the Settlement Class

Dated:

12-28-2018

Simon E. Majdipour

Simon Majdipour

Dated:

Pamela Austin

Dated:

Brian Fuchs

Dated:

Charles Manis

Dated:

Jason Manowitz

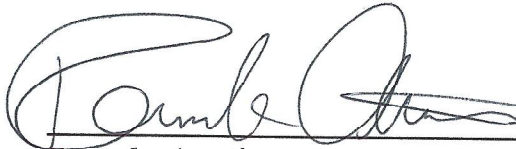
Dated:

Marvina Robinson

Simon Majdipour

Dated:

12/18/18



Pamela Austin

Dated:

Brian Fuchs

Dated:

Charles Manis

Dated:

Jason Manowitz

Dated:

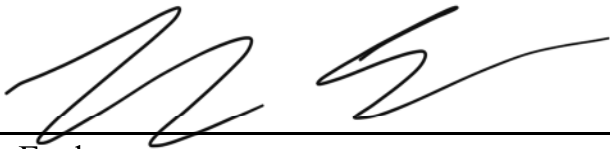
Marvina Robinson

Simon Majdipour

Dated:

Pamela Austin

Dated:

12/18/18 

Brian Fuchs

Dated:

Charles Manis

Dated:

Jason Manowitz

Dated:

Marvina Robinson

Simon Majdipour

Dated:

Pamela Austin

Dated:

Brian Fuchs

Dated:

12/7/18



Charles Manis

Dated:

Jason Manowitz

Dated:

Marvina Robinson

Simon Majdipour

Dated:

Pamela Austin

Dated:

Brian Fuchs

Dated:

Charles Manis

Dated:

12-18-2018



Jason Manowitz

Dated:

Marvina Robinson

Simon Majdipour

Dated:

Pamela Austin

Dated:

Brian Fuchs

Dated:

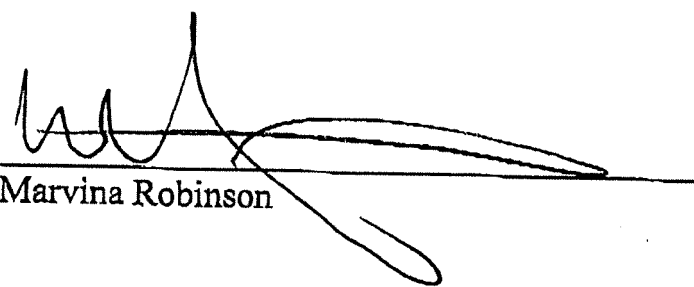
Charles Manis

Dated:

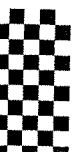
Jason Manowitz

Dated:

12/11/2018



Marvina Robinson



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 Judgment Order

EXHIBIT A

CLAIM FORM

Majdipour, et al. v. Jaguar Land Rover North America, LLC
U.S. District Court, District of New Jersey, Case No. 2:12-cv-07849

TO: CURRENT AND FORMER OWNERS AND/OR LESSEES OF MODEL YEAR 2003 THROUGH 2006 LAND ROVER RANGE ROVER VEHICLES

This Claim Form must be postmarked within 90 days after 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 BENEFITS DESCRIBED IN THE CLASS NOTICE. PLEASE READ THIS ENTIRE CLAIM FORM CAREFULLY.

Please note that for each front air spring replacement for which you are seeking reimbursement, a separate Claim Form with the associated required documents must be submitted. For example, that means that if you are seeking reimbursement for two (2) front air spring replacements, you must submit two (separate) Claim Forms and the associated required documentation.

STEP ONE: Are you the current or former owner and/or lessee of a Model Year 2003, 2004, 2005, or 2006 Land Rover Range Rover vehicle ("Class Vehicle") and were you the registered owner and/or lessee on or before December 31, 2018, 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: If you are the current or former owner and/or lessee of a used Class Vehicle, did you purchase or lease that Class Vehicle less than 9 years after it was registered for the first time (for example, was the Class Vehicle less than 9 years old when you first purchased it)?

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 replacing a *front* air spring on a Class Vehicle for which you are now seeking reimbursement? (Note: "Out-of-pocket costs" means the total out-of-pockets costs incurred and paid by you for the front air spring replacement 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 front air spring at issue was replaced, had the Class Vehicle been in service for less than 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 front air spring 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 you replaced the front air spring and the mileage on the Class Vehicle on such date; (2) the amount of the out-of-pocket costs you incurred due to the front air spring replacement (estimates and unpaid invoices are NOT sufficient to demonstrate out-of-pocket costs); (3) proof of payment (e.g., canceled check or 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); AND (4) proof that you were 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 your vehicle registration, vehicle title or proof of vehicle insurance)? 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: If the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, print your name on the first line below and sign your name on the second line below. If (1) the statement below is not accurate or (2) you do not print your name on the first line below and sign your name on the second 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 front air spring for which I am claiming reimbursement required replacement because of 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. (Note: "Air Leak" means a loss of air pressure caused by a crack or other failure in the rubber material of the front air spring component.)

Signature

Go to STEP SEVEN.

STEP SEVEN: Do the Service Records or other documents referring to the Class Vehicle indicate that the front air spring for which I am claiming reimbursement was *not* one of the original front air springs (*i.e.* a front air spring 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 EIGHT.

STEP EIGHT: If the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, print your name on the first line below and sign your name on the second line below. If (1) the statement below is not accurate or (2) you do not print your name on the first line below and sign your name on the second 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 front air spring for which I am claiming reimbursement was not one of the original front air springs (*i.e.* a front air spring installed in a new Class Vehicle at the factory).

Signature

Go to STEP NINE.

STEP NINE: 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):

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

Address: _____

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: _____

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**

SIMON MAJDIPOUR, et al.,

Plaintiffs,

v.

JAGUAR LAND ROVER NORTH
AMERICA, LLC,

Defendant.

Case No. 2:12-cv-07849-WHW-CLW

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

WHEREAS, Named Plaintiffs Simon Majdipour, Pamela Austin, Brian Fuchs, Charles Manis, Jason Manowitz, and Marvin Robinson (collectively, “Named Plaintiffs” or “Class Representatives”), individually and as representatives of a Class defined below, and Defendant Jaguar Land Rover North America, LLC (hereinafter “JLRNA”) (together with the Named Plaintiffs, the “Parties”) have entered into a Settlement Agreement, which if approved, would resolve this class action;

WHEREAS, the Class Representatives have filed a motion for preliminary approval of the proposed Settlement, and the Court has reviewed and considered the motion, the supporting brief, the supporting declaration, the Settlement

Agreement, and all exhibits thereto, including the proposed class notice (the “Notice”), any response filed by JLRNA, any exhibits thereto, and finds there is sufficient basis for granting preliminary approval of the Settlement, directing that 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 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 this 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 the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Subsection 13.2 of the Settlement Agreement.

3. The Court 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 Mazie, Slater, Katz & Freeman LLC and Strategic Legal Practices, APC as settlement class counsel and Simon Majdipour, Pamela Austin, Brian Fuchs, Charles Manis, Jason Manowitz, and Marvin Robinson as class representatives.

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 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 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. Any Class Member shall have the right to opt out of the Class and the Settlement by mailing a written request for exclusion from the Class 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 "*Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (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.

9. Any Class Member who intends to object to final approval of the Settlement, the amount of attorneys' fees and expenses and/or any incentive award to the Class Representatives 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 address 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 “*Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (D.N.J.)” and explain the basis for the objection. Each objection must also include the Class Member’s name, address, telephone number, the Vehicle Identification Number (VIN) of the Class Member’s Class Vehicle, and signature.

10. Any Class Member wishing to speak at the final settlement approval hearing must mail a letter to the Court as well as the address 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 *Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (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, and signature.

11. The Court will hold a final settlement approval hearing addressing the final approval of the Settlement Agreement and an award of fees and expenses to Class Counsel, 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 a judgment granting 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.

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

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

The dates established for items (b), (c), (d) and (f) shall be included in the Notice mailed to Class Members.

13. 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.

DATED: _____

The Hon. William H. Walls
United States District Judge

EXHIBIT C

**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-WHW-CLW

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 [165 days after the Court grants preliminary approval].
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 [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. Settlement benefits will become available if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

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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 claimed 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 claimed 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 alleged 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. 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 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 [preliminary approval date], 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 [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 (assuming that the Settlement receives final court approval):

The Settlement provides reimbursement of certain out-of-pocket costs paid by a Class Member (see definition 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 leaseholdship 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 [settlement administrator website address] 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 _____ before the Hon. William H. Walls, 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 [settlement administrator website address] or calling [settlement administrator telephone number].

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 [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 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 [165 days after the Court grants preliminary approval].

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 [165 days after the Court grants preliminary approval]:

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:

[Settlement Administrator address]

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 _____ before the Hon. William H. Walls, 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 Walls 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 [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. 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 [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 William H. Walls
U.S. District Court for the
District of New Jersey

EXHIBIT D

**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-07849-WHW-CLW

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

Class Representatives Simon Majdipour, Pamela Austin, Brian Fuchs, Charles Manis, Jason Manowitz, and Marvin Robinson (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. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreement.
3. 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 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 this 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 the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Subsection 13.2 of the Settlement Agreement.

4. 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 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 connection with and in light of the proposed settlement, a class action is superior to other available methods for the fair and efficient adjudication of this action.

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

6. 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.

7. 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: Mazie, Slater, Katz & Freeman LLC and Strategic Legal Practices, APC.

8. The Class Representatives will represent the Settlement Class.

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

10. 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.

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

12. 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 are bound by this Final Judgment and Order and by the Settlement Agreement.

13. 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.

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

15. The Court dismisses, with prejudice, *Majdipour, et al. v. Jaguar Land Rover North America, LLC*, No. 2:12-cv-07849 (D.N.J.).

16. As of the Effective Date of this Agreement (as defined in Section 14 of the Settlement 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 allegedly defective front air springs on 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 allegedly defective front air springs on Class Vehicles or the transactions, actions, conduct or events that are the subject of the Litigation regarding the Class Vehicles and the allegedly defective front air springs on Class Vehicles ("Released Claims"); provided that the Released Claims shall include any unknown claims that a Settlement Class Member does not know to exist against any of the Releasees which, if known, might have affected his or her 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 front air springs on a Class Vehicle to the extent that such Class Vehicle, at the time of the front air spring replacement(s), had been in service for more than eight (8) years or driven for more than 100,000 miles; or (d) that pertain to anything other than the Class Vehicles and the allegedly defective front air springs on Class Vehicles.

17. 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.

18. This Final Judgment and 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.

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

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

20. Neither the Settlement Agreement nor any action taken by the Parties either previously or in connection with the negotiations or proceedings connected with the Settlement 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 Judgment and 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.

21. 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 Judgment and Order and shall be considered separate from this Final Judgment and Order.

22. Without affecting the finality of this Final Judgment and Order in any way, this Court hereby retains continuing jurisdiction over (a) implementation of this 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.

23. 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: _____

The Hon. William H. Walls
United States District Judge