

**CONSUMER ARBITRATION PROGRAM FOR FCA US LLC  
2017-2021 CHRYSLER PACIFICA**

**GUIDE AND RULES FOR ARBITRATION**

**I. GENERAL INFORMATION**

As a part of the settlement of class action litigation against FCA US LLC (“FCA”) involving 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission (“Class vehicles”), you are entitled to arbitrate certain claims based on alleged defects related to stalling. In an arbitration, a dispute is submitted to an impartial person known as an Arbitrator to make a final decision.

This document sets forth the rules that determine whether you are eligible for arbitration and the rules and procedures that the Arbitrator must apply to determine if you are entitled to relief. As explained below, depending on the repair history of your Class vehicle, the Arbitrator may award repurchase or replacement of your Class vehicle.

You should read this guide in its entirety. Otherwise, you may not fully understand your rights and responsibilities under the Consumer Arbitration Program (“Program”). If, after reviewing the Program details, you are still unsure about your rights to arbitration, you may contact the Program Administrator or Class counsel. Their contact information is listed on the last page of this guide.

**II. ADMINISTRATION**

**A. DeMars & Associates, Ltd.**

DeMars & Associates, Ltd. (“DeMars”) administers the Program through its process known as the Consumer Arbitration Program for Motor Vehicles (CAP-Motors). CAP-Motors is responsible for the overall administration of the Program, including collecting necessary documents, facilitating pre-arbitration settlement efforts, and, when needed, scheduling the arbitration hearing and providing you with an impartial, qualified Arbitrator. CAP-Motors does not decide cases. CAP-Motors provides a forum for hearing and resolving your dispute using an impartial Arbitrator.

Program fees, including the Arbitrator’s fees, are paid by FCA. If you appeal the Arbitrator’s decision, you will be responsible for any fees associated with your appeal.

DeMars, CAP-Motors, and the Arbitrators are exempt from civil liability as a result of any act or omission in connection with the arbitration conducted under the Program. The parties are prohibited from calling the Arbitrator or any employee or agent of CAP-Motors as a witness or expert in any proceeding involving the dispute related to a dispute subject to this Program. Further, no party can subpoena any notes or other materials generated by the Arbitrator.

**B. Program Timeline**

The arbitration hearing of an eligible consumer claim will take place within thirty (30)

days<sup>1</sup> from the date CAP-Motors receives a claim. The 30-day timeline can be extended in any of the following circumstances:

- 1) For ten (10) days if you have not attempted to seek resolution directly from FCA;
- 2) If the delay is due to your failure to promptly provide your:
  - name,
  - address,
  - vehicle make and model information,
  - vehicle identification number, or
  - a statement summarizing the defect or concern being reported;
- 3) For a period not to exceed thirty (30) days to permit CAP-Motors the opportunity to respond to an Arbitrator's request for additional information.

### **III. WHO QUALIFIES FOR THE ARBITRATION PROGRAM?**

In order to qualify for the Program, you must meet all of the following criteria:

1. You are a current or former owner or lessee of a new 2017-2021 Chrysler Pacifica vehicle equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission;
2. Prior to receiving notice of the Settlement, you did not file a lawsuit against FCA alleging stalling in your Class Vehicle or, if you did file such a lawsuit, you opted-in to the Settlement and dismissed your lawsuit;
3. You have not opted out of the Settlement;
4. You have not previously executed and delivered to FCA releases of claims based on stalling in your Class Vehicle;
5. At least ten (10) days prior to filing a claim for arbitration, you gave direct notice to FCA by calling 1-xxx-xxx-xxx or submitting a notice form through the Settlement Website; and
6. You seek to have FCA repurchase or replace your Class Vehicle based in whole or in part on alleged problems with stalling.

No other claims, including claims for personal injury or collision damage, are eligible for arbitration.

### **IV. RULES OF ARBITRATION**

This section sets forth the rules the Arbitrator must follow to resolve your claims.

#### **A. Claims for Repurchase or Replacement.**

1. State Lemon Law Claim. Most states have "lemon laws" that require

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<sup>1</sup> All references to a period of days herein shall mean calendar days, unless specifically stated otherwise.

manufacturers to repurchase or replace a vehicle if it malfunctions or fails and a manufacturer is unable to repair it within a reasonable time or within a reasonable number of repair attempts. An Arbitrator may award a repurchase or replacement of your Class vehicle if the Arbitrator finds that you are entitled to a repurchase or replacement under the provisions of the lemon law for the state where you took delivery of your vehicle (“your state’s lemon law”). The items and amounts to be refunded or the terms under which your vehicle is replaced, including deductions for use, shall be determined by your state’s lemon law. Applicable provisions of state lemon law shall apply except as follows:

- a. Regardless of the statute of limitations for a lemon law claim, your claim for repurchase or replacement will be deemed timely if you still own or lease your vehicle and the claim is filed within five (5) years after the delivery of your vehicle to the first retail customer or six (6) months after the Effective Date of the Settlement, whichever is later. If you sell your vehicle or return a leased vehicle before filing a claim for Arbitration, you must file your claim for Arbitration before the applicable statute of limitations expires and within 180 days after the date on which you sold or returned the vehicle.
- b. No punitive damages or civil penalties may be awarded.
- c. If you elect to be represented by an attorney, the Arbitrator may award reasonable attorney fees to you if you succeed on your repurchase or replacement claim, but such fees may not exceed \$5,000.
- d. FCA will refund the actual amount of all payments you made for your vehicle (not including any modifications or additions after the vehicle’s purchase or lease), including finance charges, less a reasonable allowance for use, and any incidental and consequential damages permitted by your state’s lemon law, less any deduction for use permitted under your state’s lemon law.
- e. If you leased the vehicle, FCA will refund the payments you made to the lending institution or lessor, plus net trade-in and cash down payment (not including rebates, if any), and less a reasonable allowance for use. For both purchased and leased vehicles, FCA will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.
- f. FCA will also refund sales tax, original license fees, original registration fees, and original title fees.
- g. If you accepted any monetary compensation offered by FCA before the arbitration for the purpose of attempting to resolve the dispute,

2. **Timing:** You may submit a claim seeking repurchase up to five (5) years after delivery of your vehicle to the first retail customer or six (6) months after the Effective Date of the Settlement, whichever is later. Under the Program, claims submitted to arbitration should ordinarily be resolved within 30-60 days.
3. **Additional Opportunity for FCA to Repair.** You must first provide FCA with an opportunity to perform a single, additional repair at no charge to you.
4. **Documentation Required.** You must submit proof that you owned your vehicle at all relevant times. In addition, you must submit repairs orders or other documentation sufficient, at the discretion of the Arbitrator, to support your claims.
5. **Appeal.** You may appeal the Arbitrator's decision within thirty (30) days of that decision, but you are responsible for the fee for the appeal. If you prevail on the appeal, FCA will reimburse the fee. The appeal will be determined by a neutral third party assigned through JAMS (Judicial Arbitration and Mediation Service). Information about filing an appeal will be provided with the Arbitrator's decision.

## V. ARBITRATION PROCEDURES

1. **Beginning Arbitration.** To begin arbitration, you must submit the appropriate forms to CAP-Motors. The forms are available from CAP-Motors at [www.consumerarbitrationprogram.com](http://www.consumerarbitrationprogram.com) or on the Settlement Website. When CAP-Motors receives your forms, CAP-Motors will assign a case number and set a date for a document review to determine eligibility. This review is for eligibility only. It is not a hearing on the merits of the case. The document review will take place unless CAP-Motors is notified that a settlement agreement has been reached between you and FCA. If your claim is initially deemed ineligible because it does not meet the Program's criteria, as outlined in Section III, above, CAP-Motors will notify you in writing. If you believe the initial ineligibility determination was made in error, an Arbitrator will consider a written appeal – at no cost to you - if your application and supporting appeal documents are received within thirty (30) days from the date you received the ineligible notice letter.

When you file your forms, you will be asked if you prefer:

1. A review of documents only, with no oral presentations;
2. An online hearing with oral presentations provided via a Zoom scheduled meeting;
3. A telephone conference hearing with oral presentations; or
4. An in-person hearing.

You may change your decision regarding your preferred meeting type at any time, but at least two weeks' notice is required to facilitate the scheduling of

an in-person hearing.

CAP-Motors provides the parties with the following information:

- a) the identity of the assigned Arbitrator;
- b) the scheduled arbitration hearing date, time, and location;
- c) a notice that if one party fails to appear at the agreed upon time and place, the presentation by the other party may still be allowed;
- d) a request to the consumer that the vehicle be brought to the in-person arbitration hearing for inspection by the Arbitrator together with proof of current liability and collision insurance. No inspection is available in a documents-only review, but you may submit photos and videos. In a Zoom hearing the Arbitrator may request that you make a video or photo presentation at the time of the hearing.
- e) the applicable Program forms.

2. **Pre-Arbitration Hearing Information Form.** Each party is required to complete a Pre-Arbitration Hearing Information Form (“Form”) and send it to CAP-Motors. The Form requests information necessary to resolve the dispute such as:

- a) whether you will be represented by an attorney;
- b) whether you will be using an interpreter;
- c) any change or additional information to your written statement regarding the alleged defect or other complaint being reported;
- d) any change or additional information to FCA’s written summary of its position;
- e) any witnesses to be called by a party;
- f) any documents the parties want the Arbitrator to review that have not already been included;
- g) whether a party wants the Arbitrator to inspect or test-drive the vehicle at an in-person hearing, or wants to request an independent vehicle inspection by an ASE certified mechanic;
- h) if a test drive is requested, proof of insurance coverage on the vehicle; and
- i) completed usage calculation worksheet.

CAP-Motors must receive the signed Form from each party at least seven (7) days prior to the arbitration hearing. If the Form is not received by the deadline, the hearing will still take place and the Arbitrator will take into consideration the fact that the Form was not received.

The parties must provide a written list of witnesses, other than rebuttal witnesses, at least seven (7) days prior to the arbitration hearing. Except for rebuttal evidence, any document not attached to the Form, or otherwise supplied to CAP-Motors at least seven (7) days prior to the arbitration hearing, may be excluded from evidence. The Arbitrator makes this decision. The Arbitrator's decision is final.

3. **Appointment of Arbitrator.** A single Arbitrator will be assigned by CAP-Motors to hear and decide the arbitration dispute. At least seven (7) days prior to the hearing, CAP-Motors will provide the Arbitrator with all relevant documents that have been submitted to CAP-Motors by the parties before the arbitration hearing..
4. **Arbitrator Disclosure and Challenge Procedure.** A person appointed as an Arbitrator shall disclose to CAP-Motors any circumstance likely to affect his or her impartiality. This may include any bias or appearance of bias or any financial or personal interest in the result of the arbitration. This may also include any past or present relationship with the parties or their representatives. If this information is received from the Arbitrator or another source, CAP-Motors shall communicate the information to the parties and the Arbitrator. If a party objects to the assigned Arbitrator, it must send a letter stating the objection, and the reason for the objection, within seven (7) days from the date of the letter assigning the Arbitrator. If CAP-Motors receives a written objection about the assigned Arbitrator, CAP-Motors shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision. This decision shall be final and binding.
5. **Arbitrator Vacancies.** If, for any reason, the Arbitrator becomes unwilling or unable to perform his or her duties, CAP-Motors may declare the position vacant and appoint a new Arbitrator.
6. **Date, Time, and Place of Arbitration Hearing.** CAP-Motors shall set the date, time, and place for each hearing upon consulting with the Arbitrator. When the arbitration is in-person, the hearing will be held at an independent site reasonably convenient to you. You should bring the vehicle to the arbitration hearing, together with proof of current liability and collision insurance.
7. **Withdrawal of Your Claim.** You may withdraw your claim up to five (5) days prior to the arbitration hearing date. If the claim is withdrawn, the case file will be closed and notice will be submitted to CAP-Motors. If you decide to file another claim, you must contact CAP-Motors, who will determine if you are eligible to file another claim. Withdrawing your claim shall be the same as if you had never filed it.
8. **Representation by Attorney.** You may be represented by an attorney. You must include the attorney's name, address, and telephone number on the Pre-Arbitration Hearing Information Form. All representatives must have settlement authority.

9. **Evidence.** The parties may provide testimony and documents related to the dispute. The parties shall provide any evidence the Arbitrator may reasonably decide is necessary to understand and decide the dispute. The Arbitrator may receive and consider the statements of witnesses by affidavit, which is a signed, written statement. The Arbitrator shall give the information the weight the Arbitrator decides is appropriate after consideration of any objection about relevancy made by the other side.

The Arbitrator shall judge the relevance of the evidence presented. Legal rules of evidence do not apply. Evidence shall be taken in the presence of all the parties. An exception will be made where a party does not attend after being notified of the date, time, and place of the hearing or has waived the right to attend. The hearing may proceed under these circumstances. All documents submitted by the parties to CAP-Motors and to each other prior to the hearing shall be made a part of the case file, unless excluded by the Arbitrator as irrelevant or redundant. The Arbitrator may exclude documents that are not submitted for inclusion in the case file.

Whenever possible, evidence is labeled and placed in the case file. The Arbitrator will include a written summary of any other evidence in the case file. All evidence included in the case file will be sent to CAP-Motors following the hearing.

Again, you should bring your vehicle to the arbitration hearing together with proof of current liability and collision insurance if you have opted for an in-person hearing. If you feel your vehicle is not capable of being safely operated, you will need to advise CAP-Motors prior to an in-person hearing, along with an explanation. You may be requested to trailer the vehicle to the hearing at your own expense. If you prevail at the arbitration, the Arbitrator may include the costs of trailering your vehicle. The Arbitrator may inspect your vehicle if requested by a party or if the Arbitrator decides it is necessary.

Additionally, at his or her discretion, the Arbitrator may test-drive the vehicle. The parties must be present for such inspection or ride unless a party waives its right to be present. The Arbitrator will include information from the test drive in the case file. In the event the vehicle is not made available for inspection at the hearing and the Arbitrator determines an inspection is necessary, the Arbitrator may choose to delay rendering a decision in the matter for up to thirty (30) days or until such time as the vehicle is made available for inspection.

10. **Communication with Arbitrator.** There shall be no direct communication between the parties and Arbitrator other than at the oral hearing, except as specifically permitted within this guide. Any other oral or written communication from the parties to the Arbitrator shall be sent to CAP-Motors. CAP-Motors will forward the communication to the Arbitrator.
11. **Attendance at the Arbitration Hearing.** Arbitration hearings shall be open to the public, but Arbitrators may exclude anyone who is disrupting the hearing.

**12. Oral Presentations and Arbitration in the Absence of a Party.** The Program allows for oral presentations by both parties to the dispute. Each party has the right to be present for the other party's oral presentation. If one party fails to appear at the time set for the hearing, the Arbitrator may still allow the presentation by the other party.

Should a party fail to appear at the scheduled time, the Arbitrator, at his or her discretion, may either decide the dispute or give the absent party an opportunity to rebut any contradictory evidence or submit additional information before a decision is made. The Arbitrator has the authority to make a decision whether or not an oral presentation is made.

FCA and CAP-Motors shall take all steps necessary to ensure that the Program, the Program Staff, and Arbitrators, are sufficiently insulated from FCA, so that the decision of the Arbitrator and the performance of the Program Staff are not influenced by FCA.

**13. Preparation for Arbitration Hearing.** All parties should come to the hearing prepared to present testimony, documents, and other evidence about the dispute. This will include information about what you are asking the Arbitrator to award. You should bring with you to the hearing your copies of every document you have submitted to the Program and to the other side, and every document you have received from the Program and the other side.

**14. Order of Proceedings at the Arbitration Hearing.**

a) The arbitration hearing will be opened by:

- the filing of the oath of the Arbitrator via Zoom or in-person;
- the recording of the date, time, and place of the hearing;
- the name of the case; and
- the names and addresses of parties, attorneys, and witnesses present.

CAP-Motors will send a copy of the case file to you approximately one (1) week before the hearing. You should bring your copy of this case file to the hearing. The Arbitrator will record a description of the exhibits.

b) The Arbitrator may, at the beginning of the hearing, ask for statements clarifying the issues involved and condition of the vehicle.

c) The Arbitrator shall administer an oath or affirmation to all persons present who will give testimony.

d) The Arbitrator will limit the oral presentation to two (2) hours for each side of the dispute for a total of up to four (4) hours. The Arbitrator may extend the oral presentation time at his/her discretion.

e) You or your attorney will present, uninterrupted, testimony and documents to support your claim.

- f) FCA's representative(s) or attorney(s) will have the opportunity to question you and your witnesses about their testimony after each one testifies.
- g) FCA will then present, uninterrupted, testimony and documents supporting its defense.
- h) You or your attorney will have the opportunity to question FCA's witnesses about their testimony after each one testifies.
- i) The Arbitrator may question any witness at any time during the hearing.
- j) After all testimony, the Arbitrator will decide whether he/she will inspect and/or test-drive the vehicle, if the vehicle is capable of being safely operated. After the inspection and/or test-drive is conducted, and all persons have returned to the hearing room, the parties will have the opportunity to offer additional testimony about it on the record.
- k) Each party shall then have an opportunity to make a brief closing statement.

The Arbitrator has the discretion to vary this procedure but shall give a full and equal opportunity to all parties for the presentation of any material and relevant evidence.

15. **Post-hearing Filing of Documents or Other Evidence.** If the Arbitrator directs that documents or other evidence be submitted to the Arbitrator after the arbitration hearing, they shall be filed with CAP-Motors. CAP-Motors will send the documents to the Arbitrator. The Arbitrator shall set a deadline for the documents to be submitted.
16. **Closing of Arbitration Hearing.** The Arbitrator shall specifically ask all parties whether they have any additional evidence to offer or witnesses to be heard. Upon receiving negative replies or, if satisfied that the record is complete, the Arbitrator shall declare the arbitration hearing closed.
17. **Scope of Decision.** The Arbitrator will render a decision in compliance with the applicable law and based upon the information gathered by the Program, the information provided by the parties, and the Rules of Arbitration set forth herein. The decision is based solely upon the case file, documents, and testimony presented during the hearing, and the test-drive and vehicle inspection, if any. The decision of the Arbitrator is final and binding upon both parties unless you appeal. (See "Post Decision Proceedings" below). Requests for rehearing are not considered by the Arbitrator, or CAP-Motors, except for technical corrections. (See "Technical Corrections" below.)
18. **Time and Form of Decision.** The decision will be made promptly by the Arbitrator, but no more than fourteen (14) days from the date of closing the arbitration hearing. The decision will be in writing, will include a brief statement of the reasons for the decision, and will be signed by the Arbitrator. Decisions are to be made within forty (40) days of your eligibility determination

to the program, unless the Arbitrator defers the decision for more information, which shall not exceed thirty (30) additional days.

19. **Delivery of Decision to Parties.** The parties will be mailed a copy of the Arbitrator's decision via first class mail to the party or its attorney's last known address. Parties are entitled to receive copies of all the Program's records related to the dispute, at a reasonable cost.
20. **Post-Decision Proceedings, Appeal, and Compliance.** The decision of the Arbitrator is binding on FCA once you accept it. If you reject the decision, you may appeal, but you must pay the fee for the appeal. If you prevail on the appeal, FCA will reimburse the fee. The appeal will be determined by a neutral third party assigned by JAMS.

You can accept the Arbitrator's award by signing the appropriate form and submitting it to CAP-Motors. You will be deemed to have accepted the order unless you file an appeal, and pay the required fee, within thirty (30) days of your receipt of the Arbitrator's decision. If you do not file an appeal, FCA must comply with the decision within thirty (30) days of the date it receives notice that you have accepted the award. Compliance occurs on the date you receive the relief specified in the decision. Approximately ten (10) days after the thirty (30) days for compliance has passed, CAP-Motors will contact you to determine if the award was completed to your satisfaction.

21. **Technical Corrections.** Either party may request that the Arbitrator make a technical correction to the decision by filing a written request with CAP-Motors. CAP-Motors will send a copy of the request to all opposing parties within ten (10) days after receipt of the written decision. Technical corrections shall be limited to arithmetic errors, corrections of a party's name or information regarding the vehicle, and typographical or spelling errors. Technical correction of a decision shall not extend the time for appeal or compliance by FCA.
22. **Special Accommodations.** Persons needing special accommodations to participate in the arbitration hearing should contact CAP-Motors no later than ten (10) days prior to the conference or hearing date. If hearing impaired, contact CAP-Motors via TTY Relay Service at 800-947-3529. An interpreter will be provided by CAP-Motors upon request.
23. **Continuing Review.** The Program is subject to DeMars' own internal audit, and review requirements. Class counsel and FCA shall continue to monitor the Program and shall mutually agree on revisions to the Program and to the Arbitration Procedures, as necessary.

If you have any questions or are uncertain about any part of this Program, please contact CAP-Motors:

DeMars & Associates, Ltd.  
P.O. Box 1015

Hurst, TX 76053  
(800) 279-5343  
info@demarsassociates.com

You may also contact Lead Class counsel:

Capstone Law APC