

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IN RE STELLANTIS N.V.
SECURITIES LITIGATION

19-CV-6770 (EK) (MMH)

Hon. Eric R. Komitee

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT;
(II) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF
LITIGATION EXPENSES; AND (III) SETTLEMENT FAIRNESS HEARING**

If you purchased or otherwise acquired common stock of Fiat Chrysler Automobiles N.V. (“FCA”) or Stellantis N.V. (“STLA”) on a U.S. Exchange or in a transaction in the United States during the period from February 26, 2016 through January 27, 2021, inclusive (the “Class Period”), you may be entitled to a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- **The purpose of this Notice is to inform you of the pendency of this securities class action (the “Action”), the proposed settlement of the Action (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) Lead Counsel’s application for attorneys’ fees, expenses, and reasonable costs incurred by Lead Plaintiff. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.¹**
- **If approved by the Court, the proposed Settlement will create a \$5,000,000 settlement fund, plus earned interest, for the benefit of eligible Settlement Class Members, less any attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes.**
- **The Settlement resolves all claims that have been asserted, or could have been asserted, by Nicholas Panitza (“Lead Plaintiff”) or any other member of the proposed Settlement Class in the litigation captioned *In re Stellantis N.V. Securities Litigation*, Case No. 1:19-cv-6770 (EK) (MMH) (previously captioned *In re Fiat Chrysler Automobiles N.V. Securities Litigation*).**

PLEASE READ THIS NOTICE CAREFULLY.

If you are a member of the Class, your legal rights will be affected whether or not you act.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated May 14, 2021 (“Stipulation”), which is available at www.PanitzaFiatChryslerSecLitigation.com.

SUMMARY OF THE NOTICE

Description of the Action and the Settlement Class

1. This Notice relates to a proposed Settlement of claims in a pending putative securities class action brought by investors alleging, among other things, that Defendants violated the federal securities laws by making false and misleading statements and omissions. The proposed Settlement Class consists of all persons and entities who or which purchased or otherwise acquired, on a U.S. exchange or in a transaction in the United States, FCA common stock or STLA common stock during the Class Period.² A more detailed description of the Action is set forth in ¶ 14 below.

Statement of the Settlement Class's Recovery

2. Subject to Court approval, Lead Plaintiff, on behalf of himself and the Settlement Class, has agreed to settle the Action in exchange for a settlement payment of \$5,000,000 ("Settlement Amount") to be deposited into an interest-bearing escrow account (the "Settlement Fund"). The Net Settlement Fund (as defined below) will be distributed to Settlement Class Members according to the Court-approved plan of allocation (the "Plan of Allocation" or "Plan"). The proposed Plan of Allocation is set forth on pages 16-20 below.

Estimate of Average Amount of Recovery Per Share

3. Based on Lead Plaintiff's consulting damages expert's estimate of FCA and STLA common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate do so, the estimated average recovery would be approximately \$0.006 per allegedly damaged share (before the deduction of any Court-approved fees, expenses, and costs as described herein). If the Court approves the Fee and Expenses Application (discussed below), the average recovery would be approximately \$0.004 per allegedly damaged share.³ **Please note, however, that these average recovery amounts are only estimates, and Settlement Class Members may recover more or less than these estimated amounts.** An individual Settlement Class Member's actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when the Settlement Class Member purchased shares of FCA and/or STLA common stock on a U.S. Exchange or in a transaction in the United States; (iv) whether and when the Settlement Class Member sold the securities. *See* the Plan of Allocation beginning on page 16 for information on the calculation of your Recognized Claim.

² The Settlement includes only purchases or other acquisitions of FCA or STLA common stock on a U.S. exchange or U.S. alternative trading system during the Class Period. FCA and STLA common stock were also listed on Italy's national stock exchange in Milan during the Class Period and traded under the ticker symbols "FCA" and "STLA." However, purchases of FCA and/or STLA common stock on a non-U.S. stock exchange are not included in the Settlement.

³ An allegedly damaged share might have been traded, and potentially damaged, more than once during the Class Period, and the average recovery indicated above represents the estimated recovery for each share that allegedly incurred damages.

Statement of Potential Outcome of Case if the Action Continued to Be Litigated

4. The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Lead Plaintiff were to prevail on each claim asserted against the Defendants. The issues on which the Parties disagree include, for example: (i) whether Defendants made any statements or omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) whether any such allegedly materially false or misleading statements or omissions were made with the required mental state; (iii) the amounts by which the prices of FCA and/or STLA common stock were allegedly artificially inflated by the alleged misrepresentations; (iv) the extent to which factors such as general market, economic and industry conditions, influenced the trading prices of FCA and/or STLA common stock during the Class Period; and (v) whether or not Defendants' allegedly false and misleading statements proximately caused the losses suffered by the Settlement Class.

5. Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' alleged actions. While Lead Plaintiff believes he has meritorious claims, he recognizes that there are significant obstacles in the way to recovery.

Statement of Attorneys' Fees and Expenses Sought

6. Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 33 and 1/3% of the Settlement Fund, inclusive of any accrued interest in the Settlement Fund. Lead Counsel will also apply for reimbursement of litigation expenses incurred by Lead Counsel in prosecuting the Action in an amount not to exceed \$100,000, which will include an application pursuant to the Private Securities Litigation Reform Act of 1995 (the "PSLRA") for the reasonable costs and expenses of Lead Plaintiff directly related to his representation of the Settlement Class. If the Court approves Lead Counsel's Fee and Expense Application, the average amount of fees and expenses, assuming claims are filed for all shares eligible to participate in the Settlement, will be approximately \$0.004 per allegedly damaged share of FCA and/or STLA common stock. A copy of the Fee and Expense Application will be posted on www.PanitzaFiatChryslerSecLitigation.com after it has been filed with the Court.

Reasons for the Settlement

7. Lead Plaintiff's principal reason for entering into the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint (as defined below); the risk that the Court may grant Defendants' pending motion to dismiss the case in whole or in part; the risks of litigation, especially in complex securities actions like this; as well as the difficulties and delays inherent in such litigation (including any trial and appeals). Defendants, who have denied and continue to deny all allegations of wrongdoing or liability whatsoever, have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions of the Settlement.

Identification of Attorneys' Representatives

8. Lead Plaintiff and the Settlement Class are represented by Lead Counsel, Bernstein Liebhard LLP, Stephanie M. Beige, Esq., 10 East 40th Street, New York NY 10016, (212) 779-1414, fiatinfo@bernlieb.com.

9. Further information regarding the Action, the Settlement, and this Notice may be obtained by contacting the Court-appointed Claims Administrator at:

Panitza Fiat Chrysler Securities Litigation
c/o JND Legal Administration
P.O. Box 91396
Seattle, WA 98111
Tel: 1-833-916-3600

or Lead Counsel or visiting the Case Website www.PanitzaFiatChryslerSecLitigation.com.

**Please Do Not Call the Court with Questions About the Settlement
All Questions Should Be Directed to Lead Counsel or the Claims Administrator**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
SUBMIT A CLAIM BY FEBRUARY 13, 2022.	This is the <u>only</u> way to be eligible to receive a payment from the Settlement Fund.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY JANUARY 27, 2022.	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants concerning the claims that have been asserted, or could have been asserted, by Lead Plaintiff or by any other member of the proposed Settlement Class in this Action. If you are considering excluding yourself from the Class, please note that there is a risk that any new claims asserted against the Defendants may no longer be timely and would be time-barred. <i>See ¶ 48</i> below.
OBJECT BY JANUARY 27, 2022.	Write to the Court and explain why you object to the Settlement, the Plan of Allocation, or the Fee and Expenses Application. If you object, you will still be a member of the Settlement Class. <i>See Question 14</i> below for details.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
GO TO A HEARING ON FEBRUARY 17, 2022 AT 9:30A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JANUARY 27, 2022.	If you have filed a written objection and wish to appear at the hearing, you must also file a notice of intention to appear by January 27, 2022, which allows you to speak in Court, at the discretion of the Court, about the fairness of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. If you submit a written objection, you may (but do not have to) attend the hearing.
DO NOTHING	Get no payment AND give up your rights to bring your own individual action.

- 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. Payments will be made to all eligible Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement after any appeals are resolved. Please be patient.
- Please Note: The date and time of the Settlement Fairness Hearing – currently scheduled for February 17, 2022 at 9:30 a.m. – is subject to change without further notice to the Class. If you plan to attend the hearing, you should check the website, www.PanitzaFiatChryslerSecLitigation.com, or with Lead Counsel as set forth above to confirm that no change to the date and/or time of the hearing has been made.

**Please Do Not Call the Court with Questions About the Settlement
All Questions Should Be Directed to Lead Counsel or the Claims Administrator**

1. Why did I get this notice?

10. You or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired FCA and/or STLA common stock on a U.S. Exchange or in a transaction in the United States during the Class Period and may be a Settlement Class Member. This Internet Notice explains the Action, the Settlement, the Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them. Receipt of this Notice does not mean that you are a member of the Settlement Class or that you will be entitled to receive a payment. **If you wish to be eligible for a payment, you are required to submit the Claim Form. See Question 8 below.**

11. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Class, if you wish to do so. It is also being posted to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Lead Counsel's application for an award of attorneys' fees

and reimbursement of Litigation Expenses (“Settlement Fairness Hearing”). See ¶ 54 below for details about the Settlement Fairness Hearing, including the date and location of the hearing.

12. The Court in charge of the Action is the United States District Court for the Eastern District of New York, and the case is known as *In re Stellantis N.V. Securities Litigation*, Case No. 1:19-cv-6770 (EK) (MMH) (previously captioned *In re Fiat Chrysler Automobiles N.V. Securities Litigation*). The Action is assigned to the Honorable Eric R. Komitee, United States District Judge. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time.

2. What is this case about and what happened so far?

13. FCA, or the “Company,” traded on the New York Stock Exchange (“NYSE”) under the symbol “FCAU” from the beginning of the Class Period (February 26, 2016) through January 17, 2021, when the Company formally changed its name to Stellantis N.V. following a merger with Peugeot S.A. Since January 17, 2021, the Company’s shares have traded under the symbol “STLA.”

14. Lead Plaintiff alleges that the Defendants made false and misleading statements to investors during the Class Period. Specifically, Lead Plaintiff alleges that Defendants made false and misleading statements in violation of the Securities Exchange Act of 1934 (“Exchange Act”) regarding (i) the existence and scope of a bribery scheme involving the National Training Center and certain members of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the “UAW”); and (ii) the effects the scheme had on the 2015 Collective Bargaining Agreement an FCA affiliate, FCA US LLC (“FCA US”), negotiated with the UAW.

15. On December 2, 2019, Jung Kyoong Kong filed a class action complaint in the United States District Court for the Eastern District of New York (the “Court”) styled *Kong v. Fiat Chrysler Automobiles N.V., et al.*

16. On January 13, 2020, Jennifer H. Tan filed another class action complaint in the Court alleging violations of the federal securities laws, styled *Tan v. Fiat Chrysler Automobiles N.V., et al.*

17. On January 31, 2020, Lead Plaintiff moved for consolidation of the actions and for the appointment of lead plaintiff for the class. On March 10, 2020, after full briefing on the motions, the Court appointed Nicholas S. Panitza as Lead Plaintiff and approved Lead Plaintiff’s selection of Bernstein Liebhard LLP as Lead Counsel for the proposed class.

18. On June 1, 2020, Lead Plaintiff filed and served the First Amended Class Action Complaint for Violations of the Federal Securities Laws (the “First Amended Complaint”), alleging violations of the Exchange Act against Defendants.

19. On August 21, 2020, Defendants filed a joint Motion to Dismiss the First Amended Complaint.

20. On October 21, 2020, Lead Plaintiff filed his Opposition to Defendants' Motion to Dismiss the First Amended Complaint.

21. On December 14, 2020, Defendants filed their Reply in Support of their Motion to Dismiss the First Amended Complaint.

22. In December 2020, after Defendants' motion to dismiss was fully briefed, the Parties agreed to explore the possibility of a settlement. As part of those discussions, and for settlement purposes only, Defendants provided Lead Counsel with hundreds of pages of documents and other information Lead Counsel requested regarding the criminal investigation of FCA US by the U.S. Department of Justice ("DOJ").

23. On January 27, 2021, FCA US pled guilty to one count of conspiracy to violate the Labor Management Relations Act, 18 U.S.C. § 371, and 29 U.S.C. §§ 186(a)(2) and (d)(1). The terms of the Plea Agreement included, among other things, a \$30 million fine and a three-year monitorship.

24. On January 28, 2021, Lead Plaintiff filed the Second Amended Class Action Complaint for Violation of the Federal Securities Laws (the "Second Amended Complaint") against Defendants.

25. During the weeks that followed, the Parties continued to engage in settlement negotiations and ultimately reached agreement on a settlement releasing all claims against Defendants in return for a cash payment of five million dollars (\$5,000,000) for the benefit of the Settlement Class.

26. On October 15, 2021, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Fairness Hearing to consider whether to grant final approval to the Settlement.

3. What are Lead Plaintiff's reasons for the Settlement?

27. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit; however, they also recognize the substantial risks in continuing to litigate the Action. For example, Defendants have raised a number of arguments and defenses, including that Defendants made no misrepresentations and that Lead Plaintiff would not be able to establish that Defendants acted with the requisite intent. Even assuming that Lead Plaintiff could establish Defendants' liability, the amount of damages that could be attributed to the allegedly false statements would be contested. Additionally, Lead Plaintiff and Lead Counsel recognize the significant expense and length of continued proceedings necessary to pursue their claims against Defendants through further motion practice, trial, and appeals. Thus, there were very significant risks attendant to the continued prosecution of the Action.

28. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Settlement provides a favorable result for the Settlement Class, namely

\$5 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after the pending motion to dismiss was decided or after summary judgment, trial and appeals, possibly years in the future.

29. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement to eliminate the burden and expense of continued litigation, and the Settlement may not be construed as an admission of any wrongdoing by Defendants in this or any other action or proceeding.

4. What might happen if there were no Settlement?

30. If there were no Settlement and Lead Plaintiff fails to establish any essential legal and factual element of his claims against Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses in connection with their current motion to dismiss, or in the future at summary judgment, at trial, or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

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

31. This Action is a class action. In a class action, one or more persons or entities (in this case, Lead Plaintiff) sue on behalf of people and entities who or which have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of persons and entities which might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt out” from the class.

32. The Court directed, for the purposes of the proposed Settlement, that everyone who fits the following description is a Settlement Class Member and subject to the Settlement unless they are an excluded person (*see* Question 6 below) or take steps to exclude themselves from the Settlement Class (*see* Question 11 below): ***all persons and entities who purchased or otherwise acquired, on a U.S. Exchange or in a transaction in the United States, FCA and/or STLA common stock between February 26, 2016 and January 27, 2021, both dates inclusive.***

33. Receipt of this Notice does not mean that you are a Settlement Class Member. The Parties do not have access to your transactions in FCA and/or STLA common stock. Please check your records or contact your broker to see if you are a member of the Settlement Class. If one of your mutual funds purchased FCA and/or STLA common stock during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you individually purchased FCA and/or STLA common stock during the Class Period on a U.S. Exchange or in a transaction in the United States.

6. Are there exceptions to the definition of the Settlement Class and to being included?

34. Yes. There are some individuals and entities who or which are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: (i) Defendants; (ii) current and former officers and directors of FCA and their immediate families; (iii) legal representatives, heirs, successors or assigns of such excluded Person or entity; and (iv) any entity in which Defendants have or had a controlling interest.

35. If you sold all of your FCA common stock prior to the first alleged disclosure, which occurred on November 20, 2019, and made no subsequent purchases from November 20, 2019, through January 27, 2021, you are not a member of the Settlement Class because you were not damaged.

36. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court. See “How do I exclude myself from the Settlement Class,” described in Question 11 below.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

37. In exchange for the Settlement and release of the Released Plaintiffs’ Claims, FCA has agreed to create a \$5,000,000 cash fund, which may accrue interest, to be distributed, after deduction of Court-awarded attorneys’ fees and litigation expenses, Notice and Administration expenses, Taxes, and any other fees or expenses approved by the Court (the “Net Settlement Fund”), among all Settlement Class Members who submit valid Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund (“Authorized Claimants”).

8. How can I receive a payment?

38. To qualify for a payment, you must fill out a Claim Form online at www.PanitzaFiatChryslerSecLitigation.com (“Case Website”). Read the instructions carefully, fill out the Claim Form, and sign it in the location indicated. The Case Website also includes instructions on downloading your transaction data directly from your brokerage so that you do not have to manually enter each transaction. **The deadline to submit your Claim through the Case Website is 11:59 p.m. PST February 13, 2022.**

39. If you are unable to file a Claim Form online, please print the Claim Form entitled “Proof of Claim and Release Form” (also called the “Claim Form”) available on the Case Website, fill it out and mail it to the Claims Administrator at the address below, **postmarked no later than February 13, 2022:**

Panitza Fiat Chrysler Securities Litigation
c/o JND Legal Administration
P.O. Box 91396
Seattle, WA 98111
Tel: 1-833-916-3600

40. Please note that if you choose to print and mail a form, you will need to manually enter each transaction. **Please retain all records of your ownership of and transactions in FCA and/or STLA common stock, as they may be needed to document your Claim.**

41. Typically, most class members submit electronic claims. Submitting a claim by mail increases the time necessary to process the Claim.

42. The Claims Administrator will process your claim and determine whether you are an “Authorized Claimant.”

9. When will I receive a payment?

43. The Court will hold a Settlement Fairness Hearing on February 17, 2022 to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

10. What am I giving up to receive a payment or stay in the Settlement Class?

44. If you are a member of the Settlement Class, unless you exclude yourself, you will remain in the class, and that means that, upon the “Effective Date” of the Settlement, you will release all “Released Plaintiffs’ Claims” against the Defendants’ Releasees.

a. **“Released Plaintiffs’ Claims”** means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead Plaintiff or any other member of the Settlement Class (i) asserted in the Action, or (ii) could have asserted in any court or forum that arise out of or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions asserted in the Action and that relate to the purchase, acquisition or ownership of shares of FCA or STLA common stock on (and for ownership, shares resulting from a purchase or acquisition on) the New York Stock Exchange or any other securities exchange located in the United States (“U.S. Exchange”) or otherwise in a transaction in the United States, during the Class Period, including claims relating to FCA US’s guilty plea. “Released Plaintiffs’ Claims” does not include (i) any claims relating to the enforcement of the Settlement, or (ii) any claims of any person or entity who or which submits a request for exclusion from the Settlement that is accepted by the Court (the “Excluded Plaintiffs’ Claims”). For the avoidance of doubt, this release is not a general release of any and all claims, including those unrelated to the allegations, transactions, facts, matters or occurrences, representations or omissions asserted in the Action.

b. **“Defendants’ Releasees”** means Defendants, together with their past, present or future affiliates (including FCA US), divisions, joint ventures, assigns, assignees, direct or

indirect parents or subsidiaries, controlling shareholders, successors, predecessors and entities in which a Defendant has a controlling interest, and each of their past, present, or future officers, directors, agents, employees, partners, members, attorneys, controlling shareholders, advisors, investment advisors, auditors, accountants, insurers (including reinsurers and co-insurers) and Immediate Family members, and the legal representatives, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, successors in interest or assigns of any of the foregoing. For the avoidance of doubt, Defendants' Releasees expressly includes Sergio Marchionne, the Estate of Sergio Marchionne, and Roland Iseli and Alessandro Baldi as Co-Executors of the Estate of Sergio Marchionne.

c. **"Unknown Claims"** means any Released Plaintiffs' Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment or the Alternative Judgment, if applicable, shall have, expressly waived, the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."** The Parties acknowledge that they may hereafter discover facts in addition to or different from those which he or it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims, but, upon the Effective Date, Lead Plaintiff and Defendants shall expressly settle and release, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment or the Alternative Judgment, if applicable, shall have, settled and released, any and all Released Claims without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of the Judgment or the Alternative Judgment, if applicable, to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

45. The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal or further appeal. If you remain a member of the Settlement Class, all of the Court's order, whether favorable or unfavorable, will apply to you and legally bind you. Upon the Effective Date, FCA will also provide a release of any claims against Lead Plaintiff and the Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

46. If you do not want to be eligible to receive a payment from the Settlement, but you want to keep any right you may have to sue or continue to sue the Defendants' Releasees on your own for the Released Plaintiffs' Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or "opting out." **Please note: If you bring your own**

claims, Defendants will have the right to seek their dismissal. Also, Defendants may terminate the Settlement if Settlement Class Members who purchased in excess of a certain amount of shares of FCA and/or STLA common stock seek exclusion from the Settlement Class.

11. How do I exclude myself from the Settlement Class?

47. To exclude yourself from the Settlement Class, you must mail a signed letter stating that you “request to be excluded from the Settlement Class in *In re Stellantis N.V. Securities Litigation*, Case No.1: 19-CV-6770 (EK) (MMH).” You cannot exclude yourself by telephone or e-mail. Each request for exclusion must also: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state the number of shares of FCA and/or STLA common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on February 26, 2016; (B) purchased/acquired on a U.S. Exchange or otherwise in the United States between February 26, 2016 and January 27, 2021, as well as the dates and prices of each such purchase; (C) sold between February 26, 2016 and January 27, 2021, as well as the dates, number of shares, and prices of each such sale; and (iii) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion must be mailed, so that it is **received no later than January 27, 2022 to:**

Panitza Fiat Chrysler Securities Litigation
c/o JND Legal Administration
P.O. Box 91396
Seattle, WA 98111

Your exclusion request must comply with these requirements in order to be valid.

48. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Net Settlement Fund. Also, you cannot object to the Settlement because you will not be a Settlement Class Member. However, if you submit a valid exclusion request, you will not be legally bound by anything that happens in the Action, and you may be able to sue (or continue to sue) Defendants in the future. Please note, however, if you decide to exclude yourself from the Class, you may be time-barred from asserting the claims covered by the Action. In addition, Defendants will have the right to assert any and all defenses they may have to any claims that you may seek to assert. If you have a pending lawsuit against any of the Defendants, **please speak to your lawyer in the case immediately.**

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

49. The Court appointed the law firm of Bernstein Liebhard LLP to represent all Settlement Class Members. These lawyers are called “Lead Counsel.” You will not be separately charged for these lawyers. The Court will determine the amount of Lead Counsel’s fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

50. Lead Counsel has not received any payment for its services in pursuing claims against the Defendants on behalf of the Settlement Class, nor has Lead Counsel been reimbursed for its out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 33 1/3% of the Settlement Fund, which will include any accrued interest. Lead Counsel also intend to apply for reimbursement of Litigation Expenses in an amount not to exceed \$100,000, which amount will include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to the representation of the Settlement Class in accordance with 15 U.S.C. § 78u-4(a)(4). The Court will determine the amount of any award of attorneys' fees and reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION,
OR THE FEE AND EXPENSE APPLICATION**

14. How do I tell the Court that I do not like something about the proposed Settlement?

51. If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You can ask the Court not to approve the Settlement, but you cannot ask the Court to order a different Settlement; the Court can only approve or deny this Settlement. If the Court denies approval of the Settlement, no payments will be made to Settlement Class Members, the Parties will return to the position they were in before the Settlement was agreed to, and the Action will continue.

52. To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application in *In re Stellantis N.V. Securities Litigation*, Case No. 1:19-CV-6770 (EK) (MMH). Your objection must state why you are objecting and whether your objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class. The objection must also: (i) state the name, address, and telephone number of the person or entity objecting and be signed by the objector; (ii) state whether the objector is represented by counsel and, if so, the name address, and the telephone number of the objector's counsel; (iii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) the Settlement Class Member wishes to bring to the Court's attention; and (iv) include documentation identifying the number of shares of FCA and/or STLA common stock the person or entity (a) owned as of the opening of trading on February 26, 2016; and (b) purchased and/or sold on a U.S. Exchange or otherwise in the United States during the Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and/or Lead Counsel's Fee and Expenses Application. **Your objection must be filed with the Court at the address below, either by mail or in person, no later than January 27, 2022 and be mailed or delivered to each of the following counsel so that it is received no later than January 27, 2022:**

Court	Lead Counsel	Defendants' Counsel
<p align="center">Clerk of the Court United States District Court Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201</p>	<p align="center">Bernstein Liebhard LLP Attn: Stephanie M. Beige 10 East 40th Street New York, NY 10016</p>	<p align="center">Sullivan & Cromwell LLP Attn: William B. Monahan 125 Broad Street New York, NY 10004</p>

15. What is the difference between objecting and seeking exclusion?

53. Objecting is telling the Court that you do not like something about the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's Fee and Expenses Application. You can still recover money from the Settlement. You can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you have no basis to object because the Settlement and the Action no longer affect you.

THE SETTLEMENT FAIRNESS HEARING

16. When and where will the Court decide whether to approve the proposed Settlement?

54. The Court will hold the Settlement Fairness Hearing on February 17, 2022, at 9:30 a.m., in Courtroom 6G N, United States District Court for the Eastern District of New York, 225 Cadman Plaza E., Brooklyn, New York 11201, or as otherwise ordered by the Court. At this hearing, the Court will consider whether: (i) the Settlement is fair, reasonable, and adequate, and should be finally approved; (ii) the Plan of Allocation is fair and reasonable and should be approved; and (iii) Lead Counsel's Fee and Expense Application is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 14 above. We do not know how long it will take the Court to make these decisions.

55. You should be aware that the Court may change the date and time of the Settlement Fairness Hearing, or hold the hearing telephonically or by video conference, without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel beforehand to be sure that the date and/or time has not changed, check the Settlement website at PanitzaFiatChryslerSecLitigation.com, or periodically check the Court's website at <https://www.nyed.uscourts.gov/judges-info/hearing-dates/court-calendar> to see if the Settlement Hearing stays as calendared or is changed. Subscribers to PACER, a fee-based service, can also view the Court's docket for the Action for updates about the Settlement Hearing through the Court's online Case Management/Electronic Case Files System at <https://pacer.uscourts.gov/>.

17. Do I have to come to the Settlement Hearing?

56. No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer

attend (at your own expense), but it is not required. If you do hire a lawyer, he or she must file and serve a Notice of Appearance in the manner described in Question 18 below **no later than January 27, 2022**.

18. May I speak at the settlement hearing?

57. You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 14), **no later than January 27, 2022**, a statement that you, or your attorney, intend to appear in *In re Stellantis N.V. Securities Litigation*, Case No. 1:19-CV-6770 (EK) (MMH). Persons who intend to present evidence at the Settlement Hearing must also include in their objections the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the hearing. You may not speak at the Settlement Hearing if you exclude yourself or if you have not provided written notice in accordance with the procedures described in this Question 18 and Question 14 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

58. If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing a lawsuit, or being part of any other lawsuit against Defendants and the other Defendants' Releasees concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 8 above). To start, continue, or be part of any other lawsuit against Defendant or any of Defendants' Releasees concerning the Released Claims in this case, to the extent it is otherwise permissible to do so, you must exclude yourself from the Settlement Class (*see* Question 11 above).

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

59. This Notice summarizes the proposed Settlement. More details are in the Stipulation. Lead Counsel's motions in support of final approval of the Settlement, the request for attorneys' fees and litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than January 13, 2022, and will be available from Lead Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

60. You may review the Stipulation or documents filed in the case at the Office of the Clerk, United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201 during weekdays (other than court holidays) from 10:00 a.m. through 12:00 p.m. and from 1:00 p.m. to 3:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files Systems at <https://pacer.uscourts.gov/>.

61. You can also get a copy of the Stipulation and other case documents by visiting the Case Website dedicated to the Settlement, www.PanitzaFiatChryslerSecLitigation.com, or the website of Lead Counsel, www.bernlieb.com.

Please do not call the Court with questions about the Settlement

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

21. How will my claim be calculated?

62. As discussed above, the Settlement Amount and any interest it earns constitutes the Settlement Fund. The Settlement Fund, after the deduction of Court-approved attorneys' fees and litigation expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court, is the Net Settlement Fund. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*, members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment – in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Case Website, www.PanitzaFiatChryslerSecLitigation.com.

63. To design the Plan, Lead Counsel has conferred with Lead Plaintiff's damages expert. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Settlement Class Members whom Plaintiff alleges suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not intended to estimate, or be indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Because the Net Settlement Fund is less than the total losses alleged to be suffered by Settlement Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amounts that will actually be paid to Authorized Claimants. The Plan of Allocation measures the amount of the loss that a Settlement Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants.

64. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the change in the price of the securities at issue. In this case, Lead Plaintiff alleged that Defendants issued false and misleading statements and omitted material facts during the Class Period (February 26, 2016 through January 27, 2021) that artificially inflated the price of FCA and STLA common stock. It is alleged that corrective information released to the market on November 20, 2019 and January 27, 2021 impacted the market prices of FCA and STLA common stock in a statistically significant manner and removed the alleged artificial inflation from the share prices on November 20, 2019 and January 27, 2021. Accordingly, in order to have a compensable loss in this Settlement, the FCA and/or STLA common stock must have been purchased during the Class Period and held through at least one of the alleged corrective disclosures listed above.

65. An individual Settlement Class Member's recovery will depend on, for example: (a) the total number and value of claims submitted; (b) when the claimant purchased FCA and/or STLA common stock; and (c) whether and when the claimant sold his, her, or its shares of FCA and/or STLA common stock.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

66. For purposes of determining whether a claimant has a Recognized Claim, purchases and sales of FCA and STLA common stock will first be matched on a First In/First Out ("FIFO") basis. If a Settlement Class Member has more than one purchase or sale of FCA and/or STLA common stock during the Class Period, all purchases and sales of the stock shall be matched on a FIFO basis. Class Period sales will be matched against any holdings at the beginning of the Class Period and then against purchases in chronological order, beginning with the earliest purchases made during the Class Period.

67. The Claims Administrator will calculate a "Recognized Loss Amount," as set forth below, for each purchase of FCA and/or STLA common stock from February 26, 2016 through January 27, 2021 that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero.

68. The sum of a claimant's Recognized Loss Amounts will be the claimant's "Recognized Claim." An Authorized Claimant's "Recognized Claim" shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

COMMON STOCK CALCULATIONS

69. For shares of common stock purchased or otherwise acquired between February 26, 2016 and January 27, 2021:

- A. For shares held at the end of trading on April 26, 2021, the Recognized Loss shall be that number of shares multiplied by the lesser of:
 - (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
 - (2) the difference between the purchase price per share and \$17.02.⁴

⁴ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90 day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." The mean (average) closing price of FCA (now STLA) common stock during the period beginning on January 27, 2021 and ending on April 26, 2021 was \$17.02 per share.

- B. For shares sold between January 27, 2021 and April 26, 2021, the Recognized Loss shall be the lesser of:
- (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
 - (2) if sold on January 27, 2021, the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in Table A; or
 - (3) the difference between the purchase price per share and the sales price per share; or
 - (4) the difference between the purchase price per share and the average closing price between January 27, 2021 and the date of sale, as found in Table B.⁵
- C. For shares sold between February 26, 2016 and January 26, 2021, the Recognized Loss shall be the lesser of:
- (1) the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in Table A; or
 - (2) the difference between the purchase price per share and the sales price per share.

Table A		
Artificial Inflation in FCA common stock		
From	To	Artificial Inflation Per Share
2/26/2016	11/19/2019	\$0.48
11/20/2019	11/20/2019	Lesser of \$0.48 or (Transaction Price - \$15.00)
11/21/2019	1/26/2021	\$0.06
1/27/2021	1/27/2021	Lesser of \$0.06 or (Transaction Price - \$15.00)

⁵ Pursuant to Section 21(D)(e)(2) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.”

Table B					
Date of Sale	Average Closing Price Between 1/27/21 and Date of Sale	Date of Sale	Average Closing Price Between 1/27/21 and Date of Sale	Date of Sale	Average Closing Price Between 1/27/21 and Date of Sale
1/27/2021	\$15.00	2/26/2021	\$16.00	3/29/2021	\$16.67
1/28/2021	\$15.25	3/1/2021	\$16.04	3/30/2021	\$16.70
1/29/2021	\$15.24	3/2/2021	\$16.08	3/31/2021	\$16.72
2/01/2021	\$15.28	3/3/2021	\$16.10	4/1/2021	\$16.75
2/02/2021	\$15.39	3/4/2021	\$16.11	4/5/2021	\$16.78
2/03/2021	\$15.46	3/5/2021	\$16.13	4/6/2021	\$16.81
2/04/2021	\$15.50	3/8/2021	\$16.16	4/7/2021	\$16.84
2/05/2021	\$15.59	3/9/2021	\$16.21	4/8/2021	\$16.86
2/08/2021	\$15.69	3/10/2021	\$16.27	4/9/2021	\$16.87
2/09/2021	\$15.75	3/11/2021	\$16.34	4/12/2021	\$16.89
2/10/2021	\$15.78	3/12/2021	\$16.41	4/13/2021	\$16.91
2/11/2021	\$15.81	3/15/2021	\$16.45	4/14/2021	\$16.93
2/12/2021	\$15.84	3/16/2021	\$16.48	4/15/2021	\$16.95
2/16/2021	\$15.87	3/17/2021	\$16.53	4/16/2021	\$16.98
2/17/2021	\$15.88	3/18/2021	\$16.57	4/19/2021	\$16.99
2/18/2021	\$15.89	3/19/2021	\$16.60	4/20/2021	\$17.00
2/19/2021	\$15.92	3/22/2021	\$16.63	4/21/2021	\$17.00
2/22/2021	\$15.92	3/23/2021	\$16.63	4/22/2021	\$17.01
2/23/2021	\$15.93	3/24/2021	\$16.62	4/23/2021	\$17.01
2/24/2021	\$15.97	3/25/2021	\$16.63	4/26/2021	\$17.02
2/25/2021	\$15.98	3/26/2021	\$16.65		

ADDITIONAL PROVISIONS OF THE PLAN OF ALLOCATION

70. FCA and STLA common stock traded during the period of February 26, 2016 through January 27, 2021, inclusive that was publicly traded on a U.S. Exchange or in a transaction in the United States (collectively referred to as “FCA common stock”), are the only securities eligible for recovery under the Plan of Allocation.

71. Purchases and sales of FCA common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of FCA common stock during the Class Period shall not be deemed a purchase or sale of such securities for the calculation of a claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim related to the purchase/sale of such securities unless (i) the donor or decedent purchased/sold such securities during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

72. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase of FCA common stock that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase is also zero. In the event that a claimant has an opening short position in FCA common stock at the start of the Class Period, the earliest Class Period purchases shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases that covers such short sales will not be entitled to recovery. In the event that a claimant newly established a short position during the Class Period, the earliest subsequent Class Period purchase shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

73. Payment according to the Plan of Allocation will be deemed conclusive against Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero.

74. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and a distribution will not be made to that Authorized Claimant.

75. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be re-distributed, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution, to Settlement Class Members who have cashed their checks and who would receive at least \$10.00 from such redistribution. If any funds shall remain in the Net Settlement Fund six months after such redistribution, then such balance shall be contributed to shall be contributed to a non-sectarian, not-for-profit charitable organization serving the public interest.

76. Payment according to this Plan of Allocation or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, their damages expert, Claim Administrator, or other agent designated by Lead Counsel, arising from determinations or distributions to claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Defendants, and Defendants’ Releasees shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund or any losses incurred in connection therewith.

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

77. If you purchased publicly traded FCA and/or STLA common stock on a U.S. Exchange or in a transaction in the United States for the beneficial interest of persons or organizations other

than yourself during the Class Period, **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, YOU MUST EITHER** (a) provide to the Claims Administrator the name and last known address of each such person or entity; (b) request additional copies of the Postcard Notice from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS of receipt**, mail the Postcard Notice directly to all such persons or entities; or (c) request an electronic copy of the Postcard Notice from the Claims Administrator, and **WITHIN SEVEN (7) DAYS** of receipt thereof, email the Postcard Notice directly to all purchasers for which email addresses are available. If they are available, you must also provide the Claims Administrator with the e-mails of the beneficial owners. If you choose to follow procedures (b) or (c), the Court has also directed that, upon making that mailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing was made as directed and keep a record of the names, mailing addresses, and email addresses used. Upon full and timely compliance with these directions, you may seek reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, upon request and submission of appropriate documentation, up to a maximum of \$0.05 plus postage at the current pre-sort rate used by the Claims Administrator per Postcard Notice mailed; \$0.05 per Postcard Notice emailed; or \$0.05 per name, address, and email address provided to the Claims Administrator. All communications concerning the foregoing should be addressed to the Claims Administrator:

Panitza Fiat Chrysler Securities Litigation
c/o JND Legal Administration
P.O. Box 91396
Seattle, WA 98111
Tel: 1-833-916-3600

SO ORDERED this 15 day of October 2021.

The Honorable Eric R. Komitee
United States District Judge