

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

If you purchased or leased a certain Model Year 2013–2016 Range Rover Evoque, Model Year 2015–2017 Discovery Sport, or Model Year 2013–2015 Land Rover LR2 vehicle you may be entitled to benefits from a Class Action Settlement.

- This notice has been approved by the Court in a class action lawsuit against Jaguar Land Rover North America, LLC (“JLRNA”), Jaguar Land Rover Limited, and Jaguar Land Rover Automotive plc concerning certain Model Year 2013–2016 Range Rover Evoque, 2015–2017 Discovery Sport, or 2013–2015 Land Rover LR2 vehicles equipped with a certain type of turbocharger (“Class Vehicles”). If you are included in the proposed Settlement, then you have legal rights and options, and there are deadlines by which you must exercise them.
- If you learned about this proposed settlement by receiving a “Notice of Proposed Class Action Settlement” in the mail, available records indicate that you registered a qualifying Class Vehicle with the department of motor vehicles. **You can also visit the settlement website, which contains a Vehicle Identification Number (VIN) lookup tool to determine if your vehicle is a Class Vehicle and part of the proposed settlement.**
- If the Court approves the proposed Settlement, there will be two primary benefits. ***First***, the Settlement offers partial or full reimbursement for certain out-of-pocket costs incurred to repair or replace the turbocharger or engine prior to 10 years and 100,000 miles. ***Second***, the Settlement provides extended warranty coverage for certain turbocharger and engine repairs or replacements. (For more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
- ***Your legal rights are affected whether you act or do not act. Please read this entire notice carefully.***

SUBMIT A CLAIM	You can submit a claim for reimbursement of certain out-of-pocket costs for qualifying repairs to the turbocharger or engine. The claim must be postmarked, or filed through an online portal on the Settlement website, within 90 days after the date on which the court enters any final approval of the Settlement. (For more details, see Answer to Question 8 below: “How can I participate in the Settlement?”)
OBTAIN EXTENDED WARRANTY SERVICE	If the court enters final approval of the Settlement, and the time for all appeals has passed, your Class Vehicle may be covered by an extended warranty on the turbocharger and engine repairs at an authorized Land Rover retailer. (However, if your Class Vehicle is currently in need of (or in the future develops the need for) a qualifying repair or replacement of a turbocharger or an engine, then you should not wait for the Court to

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com.
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

	approve this Settlement. Instead, you should promptly present your Class Vehicle to an authorized Land Rover retailer for an evaluation, as well as a determination of any services to which you may be entitled now—prior to the implementation of any extended warranty). (For more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
DO NOTHING	If you do nothing, you may be considered a Settlement Class Member, but you will not be eligible for any cash payments. In addition, you will lose certain rights to sue JLRNA, its parents, and/or its affiliates in the future. (For more details, see Answer to Question 21 below: “What happens if I do nothing at all?”) However, the extended warranty coverage may still cover your Class Vehicle.
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 JLRNA, its parents, and/or its affiliates in connection with the legal claims in this case or allegedly defective turbocharger in Class Vehicles. (For more details, see Answer to Question 11 below: “How do I get out of the Settlement?”). The deadline to submit an exclusion request is June 20, 2025.
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 June 20, 2025.

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 3-4

1. Why should I read this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT.....PAGE 4-5

5. How do I know if I am part of the Settlement?
6. I’m still not sure if I am included.

THE SETTLEMENT BENEFITS—WHAT YOU GET.....PAGE 5-8

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

HOW YOU CAN PARTICIPATE IN THE SETTLEMENT.....PAGE 8-10

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

8. How can I participate in the Settlement?
9. When would I get my Settlement benefits?
10. What am I giving up to stay in the Class and receive a benefit?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 10-11

11. How do I get out of the Settlement?
12. If I don't exclude myself, can I sue Jaguar Land Rover North America, its parents, or its affiliates for the same thing later?
13. If I exclude myself, can I get benefits from this Settlement?

THE LAWYERS REPRESENTING YOU.....PAGE 11

14. Do I have a lawyer in the case?
15. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....PAGE 11-14

16. How do I tell the Court that I don't like the Settlement?
17. What's the difference between objecting and excluding?
18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?

IF YOU DO NOTHING..... PAGE 14

21. What happens if I do nothing at all?

GETTING MORE INFORMATION.....PAGE 14

22. Are there more details about the Settlement?
23. How do I get more information?

BASIC INFORMATION

1. Why should I read this notice?

You may have purchased or leased one of the Class Vehicles. The Court has ordered that this notice be made available to you because you have the right to know certain information about a proposed Settlement of a class action lawsuit known as *Flynn-Murphy, et al. v. Jaguar Land Rover North America, LLC*, No. 2:20-cv-14464 (D.N.J.) ("Lawsuit"), and about your options, before the Court decides whether to give final approval to 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 companies they sued, including JLRNA, are called the Defendants.

2. What is this lawsuit about?

The lawsuit claimed that Model Year 2013–2016 Land Rover Range Rover Evoque, Model Year 2015–2017 Land Rover Discovery Sport, and Model Year 2013–2015 Land Rover LR2 vehicles were sold or leased to consumers with a defect in the turbocharger. Plaintiffs claimed that the alleged defect caused premature failure of the turbocharger, which sometimes led to associated engine damage in these vehicles.

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
 PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

Plaintiffs alleged that, to correct the purported defect, owners or lessees of these vehicles incurred costs to repair or replace the turbocharger and/or engine. JLRNA denied the existence of the alleged defect and denied any liability.

3. Why is this a class action?

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

4. Why is there a Settlement?

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

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

WHO IS IN THE SETTLEMENT

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

The Court has conditionally approved a Class which includes current and former owners or lessees of Model Year 2013–2016 Land Rover Range Rover Evoque, Model Year 2015–2017 Land Rover Discovery Sport, or Model Year 2013–2015 Land Rover LR2 vehicles sold or leased, and registered in one of the fifty (50) states (or the District of Columbia) on or before September 27, 2024 and equipped with a brazed scroll turbocharger (“Class Vehicles”). **The settlement website contains a VIN lookup tool to determine if your vehicle was equipped with a brazed scroll turbocharger and is a Class Vehicle and part of the Settlement:** www.turbochargersettlement.com

Excluded from the Class are: (a) the judge assigned to this lawsuit or the judge’s spouse; (b) the Defendant and all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest and all of their current employees, officers, directors, agents and representatives; (d) any Person acting as a used car dealer; (e) any Person who purchased a Class Vehicle for the purpose of commercial resale; (f) any Person who purchased a Class Vehicle with salvaged title and/or any insurance company that acquired a Class Vehicle as a result of a total loss; (g) any insurer of a

Class Vehicle; (h) any financing company; (i) any issuer of an extended vehicle warranty or service contract; (j) any Class Member who, prior to the date of the Settlement Agreement, settled with and

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

released Defendant or any Releasee from any related released claims (as set forth in Paragraph 14.2 of the Settlement Agreement); (k) any owners or lessees who first purchased or leased a Class Vehicle ten (10) or more years after such Class Vehicle was registered for the first time; and (l) any owners or lessees of a Class Vehicle who first purchased or leased a Class Vehicle after it had been driven for more than 100,000 miles.

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 get free help. **The settlement website contains a VIN lookup tool to determine if your vehicle was equipped with a brazed scroll turbocharger and is a Class Vehicle and part of the Settlement:** www.turbochargersettlement.com You can also call 1-844-717-4074 to ask any questions you may have, including 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 and is also printed on your vehicle registration and insurance identification card.

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 the Settlement receives final court approval):

The Settlement provides reimbursement of certain out-of-pocket costs (defined below on page 6) paid by a Settlement Class Member (see definition of a Settlement Class Member in the Answer to Question 5 above: "How do I know if I am part of the Settlement?") who repaired or replaced a turbocharger and/or engine damaged due to a turbocharger failure in his or her Class Vehicle and who makes a valid claim.

The Settlement also provides warranty extensions to cover certain repairs or replacements performed by authorized Land Rover retailers in Class Vehicles in the future.

Reimbursements for Turbochargers:

JLRNA will reimburse a Settlement Class Member for out-of-pocket costs incurred as a result of a repair or replacement of a turbocharger, subject to the following limitations based on age and mileage of the Class Vehicle at the time of diagnosis and/or repair or replacement:

Year	Mileage Range	Maximum Reimbursement Percentage
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9 (i.e., 96–108 months)	80,001 to 90,000	60%
10 (i.e., 108–120 months)	90,001 to 100,000	50%

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

To qualify for a particular reimbursement percentage of out-of-pocket payments, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement (defined above) at the time the (1) turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) turbocharger is repaired or replaced (whichever occurs first). If the Class Vehicle had been in service for more than ten (10) years at the time of such diagnosis, repair, or replacement of a turbocharger or been driven more than 100,000 miles at the time of such diagnosis, repair or replacement, then the Class Member will not be eligible for reimbursement in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete reimbursement of earlier qualifying turbocharger repair(s) or replacement(s).

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

Any payments under the Settlement for this benefit will not exceed \$3,750.00 for the repair or replacement of a turbocharger.

No reimbursement will be available if service records or other documents clearly establish that the qualifying repair or replacement was required because of a collision, accident, vandalism, or substantial failure to adhere to the applicable maintenance schedule or customer abuse.

A claim will not be eligible for reimbursement if the turbocharger or engine that required repair or replacement was not original equipment (i.e., equipment installed in a new Settlement Class Vehicle at the factory) unless the Settlement Class Vehicle had received a replacement brazed-scroll turbocharger.

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

Reimbursements for Engines:

JLRNA will reimburse a Settlement Class Member for out-of-pocket costs incurred as a result of a repair or replacement of an engine that is damaged due to a turbocharger failure, subject to the following limitations based on the age and mileage of the Class Vehicles:

Year	Mileage Range	Maximum Reimbursement Percentage
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9–10 (i.e., 96–120 months)	80,001 to 100,000	30%

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

To qualify for an amount of reimbursement of out-of-pocket payments, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement (defined above) at the time the engine is repaired or replaced due to a turbocharger failure. If the Class Vehicle had been in service for more than ten (10) years at the time of the engine diagnosis and repair or replacement or been driven more than 100,000 miles at the time of such diagnosis and repair or replacement, then the Class Member will not be eligible for reimbursement in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete reimbursement of earlier qualifying repairs or replacements.

Any payments under the Settlement for this benefit will not exceed \$12,000.00 for the repair or replacement of an engine that is damaged as a result of a turbocharger failure.

No reimbursement will be available if service records or other documents clearly establish that the qualifying repair or replacement was required because of a collision, accident, vandalism, or substantial failure to adhere to the applicable maintenance schedule or customer abuse.

A claim will not be eligible for reimbursement if the turbocharger or engine that required repair or replacement was not original equipment (i.e., equipment installed in a new Settlement Class Vehicle at the factory) unless the Settlement Class Vehicle had received a replacement brazed-scroll turbocharger.

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

Warranty Extension for Turbochargers:

If the Settlement is approved, JLRNA will extend its New Vehicle Limited Warranty to cover turbocharger repairs or replacements, performed by authorized Land Rover retailers only, in Class Vehicles, for up to ten (10) years and 100,000 miles, subject to following adjustments based on the age and mileage of the Class Vehicle:

Year	Mileage Range	Maximum Reimbursement Percentage
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9 (i.e., 96–108 months)	80,001 to 90,000	60%
10 (i.e., 108–120 months)	90,001 to 100,000	50%

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

To qualify for a particular level of extended warranty coverage, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement at the time the (i) turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (ii) turbocharger is repaired or replaced (whichever occurs first).

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

Warranty Extension for Engine Damage:

If the Settlement is approved, JLRNA will extend its New Vehicle Limited Warranty to cover repairs or replacements, performed by authorized Land Rover retailers, of engines that are damaged due to turbocharger failures in Class Vehicles, for up to ten (10) years and 100,000 miles, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Maximum Reimbursement Percentage
8 (i.e., 48–96 months)	50,000 to 80,000	100%
9–10 (i.e., 96–120 months)	80,001 to 100,000	30%

To qualify for a particular level of extended warranty coverage, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement at the time the (i) engine damage due to a turbocharger failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such damage or (ii) engine is repaired or replaced due to a turbocharger failure (whichever occurs first).

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

HOW YOU CAN PARTICIPATE IN THE SETTLEMENT

8. How can I participate in the Settlement?

The Extended Warranty benefits will be available for Class Vehicles by the time that the Court grants final approval of the Settlement and after the time for appeals has passed. You don't need to do anything for this benefit to apply to your Class Vehicle.

To receive any reimbursement benefits described in this Notice, a Settlement Class Member must complete and submit, no later than 90 days after the Court enters final approval, a Claim Form along with documents or other proof showing:

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

- That the Settlement Class Member was an owner or lessee of the Class Vehicle when the out-of-pocket costs were incurred;
- That the turbocharger failed;
- The time period in which the turbocharger failed;
- Payment and the amount of out-of-pocket costs that the Settlement Class Member paid for any repairs or replacements (including associated engine repairs or replacements);
- The transaction date for or approximate time of the repair or purchase of the replacement part(s); and
- If reimbursement is claimed for the repair or replacement of an engine, that such repair or replacement was necessary as the result of a turbocharger failure (NOTE: In the absence of documentation to the contrary, it will be presumed that such proof is sufficient if an engine repair or replacement is performed contemporaneously with the repair or replacement of a turbocharger).

Eligibility for reimbursement benefits are further explained in the Claim Form, which is available here: www.turbochargersettlement.com.

A Claim Form needs to be submitted for each separate repair or replacement that was made on the turbocharger and engine of a Class Vehicle.

A Claim Form can either be filled and submitted through the online portal that will be available at www.turbochargersettlement.com or be mailed to the address identified on the Claim Form. Please do not submit the Claim Form and supporting documentation to the Court or attorneys listed in this document.

You can obtain a copy to the Claim Form by visiting www.turbochargersettlement.com or requesting a copy by calling 1-844-717-4074.

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

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

9. When would I get my Settlement benefits?

The Court plans to hold a hearing on **September 30, 2025 at 3:00 pm EST** before the Hon. Madeline Cox Arleo, U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, to decide whether to approve this Settlement. However, the hearing may be rescheduled without further notice to you. If the Court approves the Settlement, there may be appeals afterwards. It’s always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps even more than a year. You can continue to check on the progress of the Settlement (including when and where the hearing will take place) by visiting the following website www.turbochargersettlement.com or calling 1-844-717-4074.

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

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
 PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

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

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

However, nothing in this Settlement will prohibit you from pursuing claims: (i) for personal injury;

(ii) for damage to property other than to a Class Vehicle; (iii) that pertain to one or more turbocharger(s) in a Class Vehicle to the extent that such Class Vehicle, at the time of the diagnosis(es), repair(s), or replacement(s) of such turbocharger(s), had been in service for more than ten (10) years or driven for more than 100,000 miles; or (iv) that pertain to anything other than the Class Vehicles and allegedly defective turbocharger in Class Vehicles.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

11. How do I get out of the Settlement?

If you are a Class Member and wish to exclude yourself from the Settlement, you must send a letter by mail saying that you want to “opt out” or “be excluded from the Settlement.” Be sure to include your name, address, telephone number, your signature, the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and refer to the case as *Flynn-Murphy, et al. v. Jaguar Land Rover North America, LLC, et al.*, No. 2:20-cv-14464-MCA-JBC (D.N.J.). You must mail your exclusion request postmarked no later than **June 20, 2025**:

To Settlement Administrator:

Flynn-Murphy v. JLRNA Settlement
Attention: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

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

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

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

No. If you are a Class Member and you do not exclude yourself, you give up the right to sue JLRNA, its parents, and/or its affiliates for the claims that this Settlement releases. If you have a pending lawsuit

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

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 **June 20, 2025**.

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

If you exclude yourself, you will not be eligible for the reimbursement benefits under the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against JLRNA, its parents, and/or its affiliates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Class Representatives have asked the Court to appoint their lawyers (Christopher Seeger and Scott George from the law firm of Seeger Weiss LLP, and James Cecchi and Caroline Bartlett from the law firm Carella, Byrne, Cecchi, Brody & Agnello, P.C) as Class Counsel to represent you and the Class. Together, the lawyers are called Class Counsel. The Court has granted that request. You will not be charged for any fees or costs for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

JLRNA will pay attorneys' fees and expenses to Class Counsel, and service awards to the Class Representatives separately from any of the other benefits provided under the Settlement. These payments do not affect any reimbursement benefits or extended warranty benefits you may receive under the terms of the Settlement.

Class Counsel will ask the Court to award attorneys' fees and expenses. The Parties have not yet agreed on the attorneys' fees and expenses, and the Court needs to approve any award that may be made. Class Counsel will file a motion for attorneys' fees and expenses, and for \$2,500 service awards to the Class Representatives. JLRNA may file a response that requests that the Court award less in fees and expenses than the amount Class Counsel requests. You will be able to obtain a copy of Class Counsel's motion and any response once each is filed by visiting www.turbochargersettlement.com.

This request for attorneys' fees, expenses, and incentive awards will be heard at the Final Approval Hearing (at the same time that the final approval of the Settlement is heard). Please check www.turbochargersettlement.com for updates.

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?

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

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

To object, you must mail a letter saying that you "object" to the Settlement or the attorneys' fees and expenses and/or incentive awards in *Flynn-Murphy, et al. v. Jaguar Land Rover North America, LLC, et al.*, No. 2:20-cv-14464-MCA-JBC (D.N.J). Be sure to include your name; address; telephone number; your signature; the model, model year, and the Vehicle Identification Number (VIN) of your Class Vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield); proof of ownership or lease of the Class Vehicle; all the factual and legal grounds for your objection to the Settlement, the attorneys' fees and expenses, and/or incentive awards; copies of any other documents you wish to submit in support of the objection; and a statement of whether you intend to appear at the final approval hearing described in the Answer to Question 18. If you intend to appear at the final approval hearing described in the Answer to Question 18 through counsel, your comment must also state the identity of all attorneys representing you who will appear at that hearing.

Any objecting Class Member must also provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the previous five (5) years (including the full case name with jurisdiction in which it was filed and the docket number), or affirmatively state that the Class Member and his or her counsel has not objected to any other class action Settlement in the previous five (5) years, in the written materials provided with the objection.

Mail the objection to these two different places postmarked no later than **June 20, 2025**.

To the Court:	To Settlement Administrator:
Clerk of Court U.S. District Court, District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07101	Flynn-Murphy v. JLRNA Settlement Attention: Objection Request P.O. Box 58220 Philadelphia, PA 19102

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

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

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

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

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

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

The Court is scheduled to hold a hearing on **September 30, 2025 at 3:00 pm EST** before the Hon. Madeline Cox Arleo, U.S. District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, to consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. Judge Arleo will listen to people who have asked to speak at the hearing. The Court also will decide how much Class Counsel should be paid. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take. The hearing may be rescheduled without further notice to you. You can check on the status of the hearing by visiting the following website www.turbochargersettlement.com or calling 1-844-717-4074.

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 *Flynn-Murphy, et al. v. Jaguar Land Rover North America, LLC, et al.*, No. 2:20-cv-14464-MCA-JBC (D.N.J)." Be sure to include your name; address; telephone number; the Vehicle Identification Number (VIN) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield); copies of any papers, exhibits, or other evidence and the identity of any witnesses that you (or your counsel) intend to present to the Court at the final approval hearing; and your signature. Your Notice of Intention to Appear must be postmarked no later than June 20, 2025, 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.

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT

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

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

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing at this time, you will remain in the Class, but you will not be eligible for reimbursement benefits unless you submit a timely and valid claim. 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 turbocharger in Class Vehicles, ever again.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by downloading a copy online by visiting www.turbochargersettlement.com or requesting a copy by calling 1-844-717-4074. 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 www.turbochargersettlement.com where you will find answers to common questions about the Settlement. If the website does not contain the information you are looking for, you can also call toll-free at 1-844-717-4074.

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 Madeline Cox Arleo
U.S. District Court for the
District of New Jersey

QUESTIONS? CALL TOLL FREE 1- 844-717-4074 OR VISIT www.turbochargersettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO **NOT** CALL THE JUDGE OR THE CLERK OF THE COURT