receive this information no later than 48 hours before your scheduled hearing). Be sure to include your case number.

- 4. If you have elected an oral hearing in person or by teleconference, you and an FCA US representative will be allowed to present evidence to the arbitrator, including testimony, documents, and rebuttal evidence. If either party to the dispute fails to appear at an oral hearing, the other party may still present its case. If you elected a "documents only" hearing, your case will be decided based upon all information submitted to the board.
- 5. During the period that your dispute is pending, FCA US may contact you directly or through CDSP to explore whether your case can be settled by agreement. If you agree to a settlement, you will be asked to sign a form that contains the terms of that settlement so that your arbitration case can be closed. There is no requirement that you participate in a settlement process. Unless you reach and agree to a settlement, your participation will not affect the handling of your case or the decision of the arbitrator.
- 6. If the arbitrator determines that an independent technical evaluation of your vehicle is necessary to make a decision, CDSP will arrange with you for such inspection. These arrangements will be made to minimize any inconvenience to you. If a technical evaluation is

- made, the technical expert will forward an evaluation report to CDSP.
- 7. At the oral hearing, the arbitrator will listen to all testimony and review all of the available information and the applicable legal standards and render a decision within 10 days of a closed hearing.

The entire dispute resolution process, from the time CDSP receives your request to the time the arbitrator makes a decision, will normally take no longer than 40 days. To inquire about the status of your dispute, you may call toll free, 1-866-629-3204.

# WHAT TYPES OF DECISIONS ARE RENDERED, AND HOW DO I KNOW IF FCA US WILL ABIDE BY THE DISPUTE SETTLEMENT PROGRAM DECISION?

Decisions are based on what the arbitrator believes is fair and appropriate under the circumstances after applying the appropriate legal standards. Remedies include, but are not limited to, repairs; reimbursement for repair or incidental expenses, such as towing costs; or repurchase or replacement of your vehicle. The decision is binding on FCA US, but not on you. FCA US must comply with the decision within 30 days after you accept it. CDSP will contact you within 10 days after scheduled performance to ensure that FCA US has timely complied.

# ARE THERE LIMITS ON THE SCOPE OF THE DISPUTE SETTLEMENT PROGRAM DECISION?

The CDSP decision will not award consequential expenses such as lost wages or profits, civil penalties, punitive damages, or attorney fees. The arbitrator cannot alter the terms of the FCA US's limited written warranties.

#### WHAT OTHER RECOURSE DO I HAVE?

You may reject the decision and pursue any other legal remedies which you may have, including small claims court. Arbitration decisions are admissible as evidence in subsequent legal proceedings.

# California Dispute Settlement Program (CDSP) FCA US LLC

We want you to be happy with your FCA US LLC (FCA US) vehicle. From your first visit to a dealership, through the purchase and delivery, to after-sale service, your satisfaction is our Number One priority. FCA US dealers and our Customer Assistance Center committed to finding a satisfactory solution to your concerns.

If you experience a problem that has not been resolved to your satisfaction by our dealers or Customer Assistance Center, additional assistance may be available through the California Dispute Settlement Program (CDSP) administered by the National Center for Dispute Settlement (NCDS), an independent dispute settlement service organization.

CDSP will resolve your complaint through arbitration—a process by which two or more parties authorize a third party to resolve the dispute.

This procedure is offered to you at no charge. The decision is binding upon FCA US, but not on you.

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## WHAT IS THE DISPUTE SETTLEMENT PROGRAM?

CDSP maintains an active panel of impartial arbitrators who are trained and experienced in the process. An arbitrator will investigate your case by reviewing the facts, inspecting the vehicle if necessary, and rendering a fair and equitable decision. You have the option of having an oral hearing before an arbitrator in person or by teleconference, or you can have your dispute decided based upon a review of documents submitted to an arbitration panel.

## WHAT TYPES OF DISPUTES ARE ELIGIBLE?

CDSP arbitrates disputes involving warrantyrelated claims concerning your FCA US vehicle that arise during the coverage period of FCA US's written limited warranties. CDSP will not arbitrate claims involving:

- •A non-FCA US product;
- •Conduct of a servicing dealer;
- •A vehicle sales transaction;
- •A request for reimbursement of consequential expenses or damages;
- •Items not covered by your FCA US's written limited warranties, including aftermarket parts or modifications;
- Personal injury;
- •Property damage; and
- •Cases currently in litigation.

You must file a request for arbitration with CDSP within six months of the expiration of the warranty coverage period, provided the concern or alleged defect was brought to the attention of FCA US or one of its authorized dealers during the eligibility period.

You may obtain a free copy of the Program's written Operating Procedures by requesting it in writing from CDSP using the contact information below, or by calling 1-866-629-3204.

#### HOW DO I REQUEST ARBITRATION?

To obtain the necessary forms and more information about requesting arbitration, contact CDSP:

- •1. At the CDSP website, www.ncdsus.org
- •2. By telephone at 1-866-629-3204; or
- •3. By mail at: CDSP

P.O. Box 526 Mt. Clemens, MI 48046

#### WHEN SHOULD I USE CDSP?

FCA US's dispute settlement program does not take the place of any state or federal legal remedies available to you. Whether or not you first decide to submit your dispute to CDSP, you are free to pursue other legal remedies. However, certain legal presumptions under California's "Lemon Law" (Civil Code 1793.22(b)) may not be available to you unless you use the program before pursuing other legal remedies.

### HOW DOES THE ARBITRATION PROCESS WORK?

- 1. When the California Dispute Settlement Program receives your claim, it will be reviewed to determine whether your concern is eligible for arbitration. If it is, CDSP will send an acknowledgment assigning a case number. If CDSP determines your case is not eligible for arbitration, CDSP will provide a letter of explanation. If you believe the eligibility determination was made in error, you have the right to appeal that determination within 30 days of the notice of ineligibility to an independent three -member arbitration panel. The panel will review and consider any written appeals concerning eligibility at their next board meeting.
- 2. There is no cost to you for submitting your request to the California Dispute Settlement Program.
- 3. To assist in evaluating your claim, CDSP will request a written statement from FCA US. You will be provided with copies of all documents CDSP receives five days prior to your scheduled hearing. Review all documents carefully when you receive them. If you find information you believe is contradictory to your original application or information you believe requires further explanation by you, promptly submit additional written materials directly to CDSP by mail or fax. (CDSP must

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