

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

ROBERT SCHMIDT, *et al.*,

Plaintiffs,

v.

JAGUAR LAND ROVER NORTH AMERICA, LLC,

Defendant.

Case No. 18-CV-08528-CCC-JBC

If you purchased or leased a Model Year 2012, 2013, or 2014 Land Rover LR4 and/or Range Rover Sport vehicle on or before August 6, 2021 and the vehicle was registered in one of the fifty states of the United States or the District of Columbia, you may be entitled to extended warranty coverage or reimbursement of certain out-of-pocket costs you incurred if you repaired or replaced the timing chain and/or timing chain tensioner and/or engine when you owned or leased the vehicle.

- Extended warranty coverage is now available for Model Year 2012, 2013, or 2014 Land Rover LR4 and/or Range Rover Sport vehicles that are currently in need of (or in the future develop the need for) repairs or replacement(s) of an original timing chain, timing chain tensioner, tensioner lever, or engine and the vehicle is, at the time of the repairs or replacement(s), in service for less than a certain number of years and driven for less than a certain number of miles (for more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
- If this Settlement is approved by the Court, eligible owners or lessees of Model Year 2012, 2013, or 2014 Land Rover LR4 and/or Range Rover Sport vehicles can also receive partial or full reimbursement for certain out-of-pocket costs incurred if they repaired or replaced an original timing chain, timing chain tensioner, tensioner lever, or engine and the vehicle was, at the time the repair or replacement, in service for less than a certain number of years and driven for less than a certain number of miles (for more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
- Your legal rights are affected whether you act or do not act. Please read this entire notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OBTAIN EXTENDED WARRANTY SERVICE	If your Class Vehicle is currently in need of (or in the future develops the need for) a qualifying repair or replacement of a timing chain, a timing chain tensioner, or an engine, then you do not need to, and should not, wait. Instead, you should promptly present your Class Vehicle to an authorized Land Rover retailer and request that the authorized Land Rover retailer perform any such necessary repairs or replacements pursuant to the extended warranty coverage described in this Notice (for more details, see Answer to Question 7 below: “What does the Settlement provide? What can I get from the Settlement?”).
SUBMIT A CLAIM	If the Settlement is approved, you can submit a claim for reimbursement for qualifying past repairs. (For more details, see Answer to Question 8 below: “How can I participate in the Settlement?”) The claim must be postmarked, or filed through an online portal, within 90 days after the date on which the court enters final approval of the Settlement.
DO NOTHING	If you do nothing, you may be considered a Settlement Class Member, but you will not receive reimbursement. In addition, you will lose certain rights to sue Jaguar Land Rover North America, LLC, its parents, and/or its affiliates in the future. (For more details, see Answer to Question 21 below: “What happens if I do nothing at all?”) However, you may qualify for extended warranty benefits, depending on the age and mileage of your 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 Jaguar Land Rover North America, LLC, its parents, and/or its affiliates in connection with the legal claims in this case or allegedly defective timing chain and/or timing chain tensioners 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 January 18, 2022 .
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 January 18, 2022 .

- 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. The reimbursement benefits will become available if the Court approves the Settlement and after any appeals are resolved. Please be patient. The extended warranty benefits are available now.

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BASIC INFORMATION

1. Why did I get this notice?

You may have purchased or leased one of the vehicles involved in this lawsuit. The Court has ordered that this notice be mailed to you because you have a right to know about a proposed Settlement of a class action lawsuit known as *Schmidt, et al., v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528 (D.N.J.) (“Lawsuit”), and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, Jaguar Land Rover North America, LLC (“JLRNA”) will provide certain benefits agreed to in the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them.

The Court in charge of the Lawsuit is the U.S. District Court for the District of New Jersey (the “Court”). The people who sued are called the Plaintiffs, and the company they sued, JLRNA, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claimed that Model Year 2012, 2013, and 2014 Land Rover LR4 and Range Rover Sport vehicles were sold or leased to consumers with a defect in the timing chain assembly. Plaintiffs claimed that the alleged defect can supposedly lead to premature failures of the timing chains, timing chain tensioners, tensioner levers, and 5.0 liter direct injection engines in these vehicles. Plaintiffs alleged that, to correct the purported defect, owners or lessees of these vehicles incurred costs to repair or replace the timing chain, timing chain tensioner, 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 this procedure. 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.SchmidtTimingChainSettlement.com

WHO IS IN THE SETTLEMENT

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

The Court has decided that the Class will include all current and former owners or lessees of Model Year 2012 through Model Year 2014 Land Rover LR4 and/or Range Rovers Sport vehicles (“Class Vehicles”) who were the registered owners or lessees of such vehicles on or before August 6, 2021, to the extent that such registrations were in the District of Columbia or one of the fifty (50) states of the United States, except that the following are excluded: (i) owners and lessees who first purchased or leased a Class Vehicle nine (9) or more years after such Class Vehicle was registered for the first time; (ii) owners and lessees of a Class Vehicle on which a timing chain and/or timing chain tensioner was first replaced when such Class Vehicle had been in service for more than eight (8) years or driven for more than 100,000 miles; (iii) any judge assigned to the Litigation; (iv) Persons, if any, who prior to the date of preliminary approval, settled with and released JLRNA or any other Releasee from any of the released claims as set forth in Paragraph 14.2 of the Settlement Agreement; (v) financial institutions; and (vi) JLRNA.

6. I’m still not sure if I am included.

If you are still not sure whether you are included in this Class, you can ask for free help. You can call 844-285-9444 and ask whether your vehicle is included in the Settlement. You will need to have your Vehicle Identification Number (VIN) ready. The VIN is located on a placard on the top of the dashboard and is visible through the driver’s side corner of the windshield. For more information, you can also visit the settlement website, www.SchmidtTimingChainSettlement.com.

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 (some of which are available only if the Settlement receives final court approval):

The Settlement provides reimbursement of certain out-of-pocket costs (defined below on page 8) 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 timing chain and/or timing chain tensioner and/or engine damaged due to a timing chain and/or timing chain tensioner 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 Timing Chain and Timing Chain Tensioners:

JLRNA will reimburse a Settlement Class Member for out-of-pocket costs incurred as a result of a repair or replacement of a timing chain and/or timing chain tensioner, subject to the time and mileage parameters set forth below:¹

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	60%
7	70,001 to 85,000	50%
8	85,001 to 100,00	40%

To qualify for a particular maximum reimbursement percentage, the Class Vehicle must satisfy both the applicable year requirement and the applicable mileage range requirement (defined above) at the time the (1) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (2) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first). If the Class Vehicle had been in service for more than 8 years at the time of such diagnosis, repair, or replacement of a timing chain and/or timing chain tensioner 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 repairs or replacements.

If, at the time a timing chain and/or timing chain tensioner was *first* diagnosed, repaired or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for reimbursement, and will not be legally bound by anything that happens in this Lawsuit.

An aggregate monetary cap applies to the reimbursement of Past Repairs or Replacements of timing chains and/or timing chain tensioners performed by independent repair facilities (“IRF”) other than authorized Land Rover retailers. The amount of this cap is \$4,000.00 multiplied by the applicable maximum reimbursement percentage from the table above. For a Past Repair or Replacement performed by an IRF of a timing chain and/or timing chain tensioner, JLRNA will pay to reimburse the lesser of (1) the maximum reimbursement percentage set forth in the table above multiplied by the actual out-of-pocket costs incurred and (2) the \$4,000.00 aggregate monetary cap multiplied by the applicable maximum reimbursement percentage from the table above.

“Past Repair(s) or Replacement(s)” means one or more qualifying repairs or replacements that are performed at any point before ten (10) days after the date that this Notice is mailed.

¹ JLRNA will also provide reimbursement for out-of-pocket costs incurred as a result of the repair or replacement of a tensioner lever in a Class Vehicle, subject to the same time and mileage parameters; provided that the repair or replacement of such tensioner lever must be necessary as part of a repair or replacement of a timing chain or timing chain tensioner.

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 timing chain and/or timing chain tensioner failure, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	30%
7	70,001 to 85,000	25%
8	85,001 to 100,00	20%

To qualify for a particular amount of reimbursement, 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 timing chain and/or timing chain tensioner failure. If the Class Vehicle had been in service for more than 8 years at the time of the engine repair or replacement or been driven more than 100,000 miles at the time of such 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.

If, at the time an engine was *first* repaired or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for reimbursement, and will not be legally bound by anything that happens in this Lawsuit.

An aggregate monetary cap applies to reimbursement of Past Repairs or Replacements performed by an IRF of engines that are damaged as a result of timing chain and/or timing chain tensioner failures. The amount of this cap is:

- \$8,000.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for six years or less and had been driven for 70,000 miles or less.
- \$6,500.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for seven years or less and had been driven for 85,000 miles or less.
- \$5,000.00, if the Past Repair or Replacement is performed when the Class Vehicle had been in service for eight years or less and had been driven for 100,000 miles or less.

For a Past Repair or Replacement performed by an IRF of an engine that is damaged as a result of a timing chain and/or timing chain tensioner failure, JLRNA will reimburse the lesser of (1) the actual out-of-pocket costs incurred multiplied by the maximum reimbursement percentage set forth in the table above and (2) the aggregate monetary cap described in the bullets above.

“Past Repair(s) or Replacement(s)” means one or more qualifying repairs or replacements that are performed at any point before ten (10) days after the date that this Notice is mailed.

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.

Eligibility for Reimbursement Benefits.

To receive any reimbursement benefits described in this Notice, a Settlement Class Member must complete and submit a timely and valid Claim Form (which accompanies this Notice), along with copies of repair order(s), invoice(s), and/or other service record(s) (“Service and Owner Records”) showing:

- The date on which the qualifying diagnosis, repair, or replacement occurred and the mileage of the Class Vehicle at the time of such diagnosis, repair, or replacement;
- The amount of the out-of-pocket costs the Settlement Class Member incurred (estimates and unpaid invoices are not sufficient to demonstrate out-of-pocket costs);
- Proof of payment of the claimed out-of-pocket costs (estimates and unpaid invoices are not sufficient to demonstrate proof of payment);
- Proof that the Settlement Class Member claiming reimbursement was the owner or lessee of the Class Vehicle at the time the out-of-pocket costs were incurred (ownership or lesseeship can be established by a copy of the Settlement Class Member's vehicle registration, vehicle title or proof of vehicle insurance); and
- If reimbursement is claimed for the repair or replacement of an engine, proof that such repair or replacement was necessary due to a timing chain and/or timing chain tensioner failure. In the absence of documentation to 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 timing chain and/or timing chain tensioner.

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

In addition to a completed Claim Form and the required Service and Owner Records, to qualify for reimbursement, the Settlement Class Member must include and submit, with a completed Claim Form, records showing that, the Settlement Class Member complied with the maintenance schedule set forth in the Class Vehicle's Passport to Service for oil and oil filter changes, up to the date/mileage of the qualifying repair or replacement, within a variance of two (2) months and one thousand five hundred (1,500) miles of the scheduled time/mileage requirements. Alternatively, in the absence of such records, the Settlement Class Member must complete and submit a signed statement, under penalty of perjury, that (i) states the name, address and contact information of the authorized Land Rover retailer or IRF where scheduled maintenance on the Class Vehicle was performed, (ii) details the efforts that were made to obtain the maintenance records and why such records remain unavailable to you, and (iii) attests to compliance with the schedule set for in the Class Vehicle's Passport to Service for oil and oil filter changes.

A claim will not be eligible for reimbursement if the Service and Owner Records or other documents indicate that the qualifying repair or replacement was required because of a collision, accident, vandalism, failure to comply with the applicable maintenance schedule, or customer abuse. The Settlement Class Member must timely submit, as part of the Claim Form, a statement, signed under penalty of perjury, attesting that the Settlement Class Member is not aware of information that indicates that the qualifying repair or replacement of a timing chain and/or timing chain tensioner was required because of a collision, accident, vandalism, failure to adhere to the applicable maintenance schedule, or customer abuse.

A claim will not be eligible for reimbursement if the Service and Owner Records or other documents indicate that the timing chain, timing chain tensioner, tensioner lever, or engine that required repair or replacement was not original equipment (*i.e.* equipment installed in a new Class Vehicle at the factory). The Settlement Class Member must timely submit, as part of the Claim Form and along with Service and Owner Records, a statement, signed under penalty of perjury, attesting that the Settlement Class Member is not aware of information that indicates that the replaced timing chain, timing chain tensioner, tensioner lever, or engine was not original equipment.

To receive reimbursement for qualifying repairs or replacements performed during a single visit to an authorized Land Rover retailer or IRF, a Settlement Class Member must submit one Claim Form, along with Service and Owner Records providing the required information. To receive reimbursement for two or more qualifying repairs or replacements performed during two or more visits to an authorized Land Rover retailer or IRF, a Settlement Class Member must submit a Claim Form for each visit during which the respective qualifying repairs or replacements were performed, along with Service and Owner Records providing the required information.

Warranty Extension for Timing Chain and Timing Chain Tensioners:

JLRNA has extended its New Vehicle Limited Warranty to cover timing chain and timing chain tensioner repairs or replacements, performed by authorized Land Rover retailers only, in Class Vehicles, for up to eight (8) years and 100,000 miles, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	60%
7	70,001 to 85,000	50%
8	85,001 to 100,00	40%

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) timing chain and/or timing chain tensioner failure is diagnosed by an authorized Land Rover retailer in a document contemporaneous with such failure or (ii) timing chain and/or timing chain tensioner is repaired or replaced (whichever occurs first). If the Class Vehicle had been in service for more than 8 years at the time of such diagnosis, repair, or replacement of a timing chain and/or timing chain tensioner 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 extended warranty coverage in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete warranty coverage of earlier qualifying repairs or replacements.

If, at the time a timing chain and/or timing chain tensioner was *first* diagnosed, repaired, or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for warranty coverage, and will not be legally bound by anything that happens in this Lawsuit.

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. If the Court (or any appellate court) conclude that the Settlement should not be finally approved, JLRNA reserves the right to rescind any extended warranty benefits.

Warranty Extension for Engine Damage:

JLRNA has extended its New Vehicle Limited Warranty to cover repairs or replacements, performed by authorized Land Rover retailers, of engines that are damaged due to timing chain or timing chain tensioner failures in Class Vehicles, for up to eight (8) years and 100,000 miles, subject to the time and mileage parameters set forth below:

Year	Mileage Range	Maximum Reimbursement Percentage
6	50,001 to 70,000	30%
7	70,001 to 85,000	25%
8	85,001 to 100,00	20%

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 timing chain and/or timing chain tensioner 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 timing chain and/or timing chain tensioner failure (whichever occurs first). If the Class Vehicle had been in service for more than 8 years at the time of such engine diagnosis, repair, or replacement 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 extended warranty coverage in connection with *that* repair or replacement. But the Class Member could be eligible for partial or complete warranty coverage of earlier qualifying repairs or replacements.

If, at the time an engine was *first* diagnosed, repaired or replaced, a Class Vehicle had been in service for more than 8 years or had been driven more than 100,000 miles, then the owner or lessee of that vehicle is not included within the Class, will not be eligible for warranty coverage, and will not be legally bound by anything that happens in this Lawsuit.

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. If the Court (or any appellate court) conclude that the Settlement should not be finally approved, JLRNA reserves the right to rescind any extended warranty benefits.

In the alternative, JLRNA, at its sole discretion, can choose (1) to take possession of the Class Vehicle and (2) to reimburse the Settlement Class Member and/or lessor for the value of the Class Vehicle if the amount that JLRNA would otherwise pay as reimbursement, pursuant to the table above, to repair engine damage under warranty is greater than the value of the Class Vehicle. The value of a Class Vehicle that is owned by a Settlement Class Member is equal to the greater of (1) the amount of the remaining loan balance on the Class Vehicle as of the latter of the date of the timing chain failure or June 25, 2019, if the Class Vehicle purchase was financed; or (2) the purchase price of the Class Vehicle, subject to a mileage offset according to the vehicle's mileage on the date that the Settlement Class Member permanently surrenders possession of the Class Vehicle to an authorized Land Rover retailer (or any earlier date that JLRNA shall designate at its sole discretion) based on the restitution formula set forth in California's Lemon Law, Cal. Civ. Code Section 1793.2(2)(C). The value of a Class Vehicle that is leased by a Settlement Class Member is equal to the amount of the remaining lease balance on the Class Vehicle as of the date of the timing chain failure plus the amount of the residual value of the Class Vehicle to the lessor.

HOW YOU CAN PARTICIPATE IN THE SETTLEMENT

8. How can I participate in the Settlement?

Reimbursement benefits: if you are a Class Member and you want to be eligible to receive the reimbursement benefits offered under this Settlement, then you do not need to do anything at this time. If the Court grants final approval of the Settlement and you believe you qualify for the reimbursement benefits and wish to take advantage of them, you will be required to complete and submit a completed Claim Form (which is enclosed) and the required Service and Owner Records, postmarked, or filed through an online portal that will be available at www.SchmidtTimingChainSettlement.com, within 90 days after the date on which the Court enters final approval of the Settlement, to the mailing address identified on the Claim Form. Please do not submit the Claim Form and supporting documentation to the Court or attorneys listed in this document.

If you do not submit the Claim Form and Service and Owner Records 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.SchmidtTimingChainSettlement.com after the hearing referenced in the Answer to Question 9 below: "When would I get my Settlement benefits?"

Extended warranty benefits: if your Class Vehicle is currently in need of (or in the future develops the need for) a qualifying repair or replacement of a timing chain, a timing chain tensioner, or an engine, **then you do not need to wait for the Court to grant final approval of the Settlement.** Instead, you should promptly present the Class Vehicle to an authorized Land Rover retailer and request that the authorized Land Rover retailer perform any such necessary repairs or replacements pursuant to the extended warranty coverage described in this Notice.

9. When would I get my Settlement benefits?

The Court plans to hold a hearing on March 9, 2022 at 10 a.m. before the Hon. Claire C. Cecchi, 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. Due to the ongoing COVID-19 pandemic, the hearing may also be conducted online (e.g., through Zoom), rather than in person. 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.SchmidtTimingChainSettlement.com or calling 844-285-9444.

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

Extended warranty benefits: if your Class Vehicle is currently in need of (or in the future develops the need for) a qualifying repair or replacement of a timing chain, a timing chain tensioner, or an engine, then you do not need to wait for the Court to grant final approval of the Settlement or the Effective Date of the Settlement. Instead, you should promptly present the Class Vehicle to an authorized Land Rover retailer and request that the authorized Land Rover retailer perform any such necessary repairs or replacements pursuant to the extended warranty coverage described in this Notice.

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 timing chain and/or timing chain tensioners 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 timing chains or timing chain tensioners 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 timing chain(s) or timing chain tensioner(s), had been in service for more than eight years or driven for more than 100,000 miles; or (iv) that pertain to anything other than the Class Vehicles and allegedly defective timing chain and/or timing chain tensioners 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 *Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528-CCC-JBC (D.N.J.). You must mail your exclusion request postmarked no later than **January 18, 2022**:

To Settlement Administrator:

Schmidt Timing Chain Settlement Administrator
Attn: Exclusion Request
P.O. 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 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 January 18, 2022.

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. If you exclude yourself, you can still take advantage of any extended warranty benefits that may be available to you.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Class Representatives have asked the Court to appoint their lawyers (from the law firms of Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, 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?

Class Counsel will ask the Court for attorneys' fees and expenses of not more than \$700,000. In addition, the Class Representatives will ask the Court for incentive awards of no more than \$6,000. The Court may award less than this amount. JLRNA will separately pay the fees, expenses, and incentive awards that the Court awards. JLRNA will also separately pay the costs to administer the Settlement. These payments do not affect any reimbursement benefits or extended warranty benefits you may receive under the terms of the Settlement. 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).

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

16. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and you stay in the Class (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 *Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528-CCC-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 January 18, 2022:

To the Court:

Clerk of Court
U.S. District Court,
District of New Jersey
Martin Luther King Building & U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

To Settlement Administrator:

Schmidt Timing Chain Settlement Administrator
Attn: Objection
P.O. 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.

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 March 9, 2022 at 10 a.m. before the Hon. Claire C. Cecchi, 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 Cecchi will listen to people who have asked to speak at the hearing. The Court may also 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. Due to the ongoing COVID-19 pandemic, the hearing may also be conducted online (e.g., through Zoom), rather than in person. You can check on the status of the hearing by visiting the following website www.SchmidtTimingChainSettlement.com or calling 844-285-9444.

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 *Schmidt, et al. v. Jaguar Land Rover North America, LLC*, No. 18-cv-08528-CCC-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 January 18, 2022, 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.

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. However, you can still take advantage of any extended warranty benefits that may be available to you. 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 timing chain and/or timing chain tensioners 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.SchmidtTimingChainSettlement.com or requesting a copy by calling 844-285-9444. 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.SchmidtTimingChainSettlement.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 844-285-9444.

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 Claire C. Cecchi
U.S. District Court for the
District of New Jersey

CLAIM FORM

Schmidt et al., v. Jaguar Land Rover North America, LLC
U.S. District Court, District of New Jersey, Case No. 18-cv-08528-CCC-JBC

CURRENT AND FORMER OWNERS OR LESSEES OF MODEL YEAR 2012 THROUGH AND INCLUDING LAND ROVER LR4 AND/OR RANGE ROVER SPORT VEHICLES

Claim Form must be postmarked, or filed through an online portal available at www.SchmidtTimingChainSettlement.com, in 90 days of the date on which the Court enters final approval of the Settlement Agreement on the court docket. The date that approval is entered on the court docket, once known, will be posted at www.SchmidtTimingChainSettlement.com. **IF YOU DO NOT SUBMIT A CLAIM FORM, ALONG WITH ANY REQUIRED DOCUMENTATION, BY THIS DEADLINE, YOU WILL NOT RECEIVE THE REIMBURSEMENT BENEFITS DESCRIBED IN THE CLASS NOTICE. PLEASE READ THIS ENTIRE CLAIM FORM CAREFULLY. THIS CLAIM FORM AND THE REQUIRED DOCUMENTATION MUST BE SENT TO THE CLAIMS ADMINISTRATOR AND NOT THE COURT OR THE RESPECTIVE ATTORNEYS FOR THE PARTIES.**

You seek reimbursement for two or more qualifying repairs or replacements performed during two or more visits to an authorized Land Rover retailer or Independent Repair Facility, a separate Claim Form with the associated required documents must be submitted for each visit. For example, that means that if you are seeking reimbursement for two different repairs or replacements incurred during two (2) separate service visits, you must submit two (separate) Claim Forms and the associated required documentation.

STEP ONE: Are you the current or former owner or lessee of a Model Year 2012, 2013, or 2014, Land Rover LR4 and/or Range Rover Sport vehicle ("Class Vehicle") and were you the registered owner and/or lessee on or before August 6, 2021, and such registration in one of the 50 states of the United States or the District of Columbia?

YES NO

If YES, go to STEP TWO. If NO, you are not eligible to receive reimbursement under this Settlement.

STEP TWO: Did you first purchase or lease a Class Vehicle less than nine (9) years after such Class Vehicle was registered for the first time (for example, was the Class Vehicle less than 9 years old when you first purchased it)?

YES NO

If YES, go to STEP THREE. If NO, you are not eligible to receive reimbursement under this Settlement.

STEP THREE: Did you incur out-of-pocket costs, for which you are now seeking reimbursement, for repairing or replacing the timing chain and/or timing chain tensioner or (2) the engine as a result of a timing chain and/or timing chain tensioner failure in a Class Vehicle? (Note: "out-of-pocket costs" means the total out-of-pocket costs incurred and paid by you after subtracting any reimbursement (including, without limitation, any goodwill reimbursement) received, from whatever source, for the incurred costs.)

YES NO

If YES, go to STEP FOUR. If NO, you are not eligible to receive reimbursement under this Settlement.

STEP FOUR: At the time the timing chain, timing chain tensioner and/or engine was repaired or replaced, had the Class Vehicle been in service for less than eight (8) years and had it been driven for a total of less than 100,000 miles as shown on the odometer?

YES NO

If YES, go to STEP FIVE. If NO, you are not eligible to receive reimbursement under this Settlement.

STEP FIVE: With respect to the repairs or replacements for which you are now seeking reimbursement, do you have copies of repair order(s), invoice(s), and/or other service record(s) ("Service Records") showing: (1) the date on which the diagnosis or repair or replacement occurred and the Class Vehicle mileage at the time of such diagnosis or repair or replacement; (2) the amount of the out-of-pocket costs you incurred due to the timing chain, timing chain tensioner, and/or engine repair or replacement (estimates and unpaid invoices are NOT sufficient to demonstrate out-of-pocket costs); (3) proof of payment (e.g., invoice from repair facility showing payment was made) of the claimed out-of-pocket costs (estimates and unpaid invoices are NOT sufficient to demonstrate proof of payment); (4) proof that you were the owner or lessee of the Class Vehicle at the time of the repair or replacement for which reimbursement is claimed (ownership or lease can be established by a copy of your vehicle registration, vehicle title or proof of vehicle insurance); and (5) if you are seeking reimbursement for the repair or replacement of an engine, proof that such engine repair or replacement was necessary due to a timing chain and/or timing chain tensioner failure (in the absence of documents to the contrary, this fifth requirement will be presumed satisfied if an engine repair or replacement was performed contemporaneously with the repair or replacement of a timing chain and/or timing chain tensioner)?

YES NO

If YES, attach copies of these records to this completed Claim Form and go to STEP SIX. If NO, you are not eligible to receive reimbursement under this Settlement.

STEP SIX: Do you have copies of records showing your adherence to the maintenance schedule set forth in the Class Vehicle Passport to Service for oil and oil filter changes, up to the date/mileage of the qualifying repair or replacement, within a variance of two (2) months and one thousand five hundred (1,500) miles of the scheduled time/mileage requirements?

YES NO

If YES, attach copies of these records to this completed Claim Form and go to STEP EIGHT. If NO, go to STEP SEVEN.

STEP SEVEN: If you do not have and have been unable to obtain the maintenance records described in STEP SIX above after a good faith effort, please (i) print the name, address and contact information of the authorized Land Rover retailer or Independent Repair Facility where scheduled maintenance on your Class Vehicle was performed and (ii) describe the efforts that were made to obtain the maintenance records and why such records remain unavailable:

Name: _____

Address: _____

Phone Number: _____

Efforts Made: _____

In addition, if the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, sign your name on the line below. If (1) you did not provide either the maintenance records or the description requested above in STEP SEVEN, (2) either any description above or the statement below is not accurate, or (3) you do not sign your name on the line below, then you are not eligible to receive reimbursement under this Settlement.

I do hereby attest, under penalty of perjury, that I adhered to the maintenance schedule as set forth in the Class Vehicle's Passport to Service, within a variance of two (2) months and one thousand five hundred (1,500) miles of the scheduled time/mileage requirements.

Signature

Go to STEP EIGHT.

STEP EIGHT: If the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, sign your name on the line below. If (1) the statement below is not accurate or (2) you do not sign your name on the line below, then you are not eligible to receive reimbursement under the Settlement.

I do hereby attest, under penalty of perjury, that I am not aware of information that indicates that the repair or replacement for which I am claiming reimbursement was required because of collision, accident, vandalism, failure to adhere to the applicable maintenance schedule, or customer abuse.

Signature

Go to STEP NINE.

STEP NINE: Do the Service Records or other documents referring to the Class Vehicle indicate that the timing chain, timing chain tensioner, or engine that required a repair or replacement was not the original equipment (i.e., equipment installed in a new Class Vehicle at the factory)?

YES NO

If YES, you are not eligible to receive reimbursement under the Settlement. If NO, go to STEP TEN.

STEP TEN: If the statement below is accurate and you are willing to declare its accuracy under penalty of perjury, sign your name on the line below. If (1) the statement below is not accurate or (2) you do not sign your name on the line below, then you are not eligible to receive reimbursement under the Settlement.

I do hereby attest, under penalty of perjury, that I am not aware of information that indicates that the repaired or replaced timing chain, timing chain tensioner, or engine was not one of the original equipment installed (i.e., equipment installed in a new Class Vehicle at the factory).

Signature

Go to STEP ELEVEN.

STEP ELEVEN: Type or neatly print the information below, date and sign below, and attach legible copies of any Service Records or other documents you rely on to support your claim.

Name: _____

VIN (Vehicle Identification Number):

Street Address: _____

City: _____ State: _____ ZIP Code: _____

Phone number and e-mail address where I can be contacted if there are any questions about my Claim Form:

Telephone Number (with area code): (____) _____ E-mail Address: _____

I hereby attest, under penalty of perjury that, to the best of my knowledge, all information provided in and attached to this Claim Form is true and correct.

Signature: _____

Date: _____

NOTE: MAKE A COPY OF THE COMPLETED, SIGNED AND DATED CLAIM FORM AND ITS ATTACHMENTS FOR YOUR RECORDS, THEN MAIL THIS FORM AND ITS ATTACHMENTS BY THE CLAIM SUBMISSION DEADLINE TO:

Schmidt Timing Chain Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Schmidt Timing Chain Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
MAG

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Requested

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