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9 *Attorneys for Plaintiff the People of the State of California*

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 12 IN THE UNITED STATES DISTRICT COURT  
 13 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 14 SAN FRANCISCO DIVISION

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 16  
 17 PEOPLE OF THE STATE OF  
 CALIFORNIA,

CASE NO. 3:19-CV-00151

18 Plaintiff,

SECOND CALIFORNIA PARTIAL CONSENT  
DECREE

19 v.

20  
 21 FIAT CHRYSLER AUTOMOBILES  
 N.V., FCA US LLC, V.M. MOTORI  
 22 S.p.A., and V.M. NORTH AMERICA,  
 INC.,

23 Defendants.  
24

25  
 26 **WHEREAS**, Plaintiff the People of the State of California (the “State of California”),  
 27 acting by and through Xavier Becerra, Attorney General of the State of California (“the California  
 28 Attorney General,” as specifically defined below), and the California Air Resources Board

1 (“CARB,” as specifically defined below) (collectively “California”) filed a complaint (the  
2 “California Complaint”) in this action on January 9, 2019, against Fiat Chrysler Automobiles N.V.,  
3 FCA US LLC, V.M. Motori S.p.A, and V.M. North America, Inc. (collectively, “Defendants,” as  
4 specifically defined below), alleging in relevant part that, in connection with the certification,  
5 marketing, distribution, and sale in California of approximately 14,000 model year (“MY”) 2014 to  
6 2016 Ram 1500 and MY 2014 to 2016 Jeep Grand Cherokee vehicles equipped with 3.0 liter  
7 EcoDiesel engines (the “Subject Vehicles,” as specifically defined below), Defendants violated 42  
8 U.S.C. § 7604(a)(1); California Health and Safety Code §§ 43016, 43151, 43152, 43153, 43154,  
9 43205, 43211, and 43212; 13 C.C.R. §§ 1961, 1961.2, 1965, 1968.2, and 2037 and the 40 C.F.R.  
10 sections incorporated therein by reference; and California Business and Professions Code §§ 17200  
11 et seq., 17500 et seq., and 17580.5 (the “California Claims”);

12 **WHEREAS**, the California Complaint alleges, in relevant part, that each Subject Vehicle  
13 contains, as part of the electronic control module, certain software functions and calibrations that  
14 cause the emission control system of those vehicles to perform differently (i.e., to underperform or  
15 shut off) during normal vehicle operation and use, as compared to during emissions testing. The  
16 California Complaint alleges that these software functions and calibrations are undisclosed  
17 Auxiliary Emission Control Devices (“AECDs”) in violation of California and federal law, and that  
18 they are also prohibited defeat devices under California and federal law. The California Complaint  
19 also alleges that during normal vehicle operation and use, the Subject Vehicles emit increased  
20 levels of oxides of nitrogen (“NOx”). The California Complaint seeks, among other things, civil  
21 penalties, injunctive relief, mitigation, costs and other equitable relief related to the presence of the  
22 defeat devices in the Subject Vehicles;

23 **WHEREAS**, Defendants and California intend to resolve certain aspects of the California  
24 Claims through the entry of: (1) a consent decree among the United States, California, and the  
25 Defendants (the “FCA/US/CA Consent Decree”) concerning the Subject Vehicles, lodged on  
26 January 10, 2019, that, among other things, establishes a recall program offering consumers an  
27 approved emissions modification to be applied to the Subject Vehicles, establishes a post-entry  
28 testing program to ensure continued compliance and durability of modified Subject Vehicles,

1 requires Defendants to implement certain corporate compliance reforms, and requires Defendants  
2 to make a civil penalty payment of \$42,700,000 to CARB and a separate penalty payment of  
3 \$3,175,200 to CARB for certain additional on-board diagnostic (“OBD”) non-compliances; and (2)  
4 a consent decree between California and Defendants (“First California Partial Consent Decree”)  
5 concerning the Subject Vehicles, lodged on January 10, 2019, that requires Defendants to make a  
6 payment of \$19,035,000 to CARB and which is intended to fully mitigate the total lifetime excess  
7 NOx emissions from the Subject Vehicles in California, as claimed by California;

8 **WHEREAS**, Defendants and the People of the State of California, by and through the  
9 California Attorney General (together, the “Parties”), have agreed to resolve the remaining aspects  
10 of the California Claims related to the Subject Vehicles without the need for litigation through this  
11 Second California Partial Consent Decree;

12 **WHEREAS**, this Second California Partial Consent Decree (referred to herein as the  
13 “Consent Decree”) resolves Defendants’ alleged violations of California Business and Professions  
14 Code §§ 17200 et seq., 17500 et seq., and 17580.5 as more fully described in the California  
15 Complaint (the “Consumer Protection Claims”), including by providing certain injunctive and  
16 monetary relief to the California Attorney General;

17 **WHEREAS**, nothing in this Consent Decree shall constitute an admission of any fact or  
18 law by any Party, including as to any factual or legal assertion set forth in the California Complaint,  
19 except for the purpose of enforcing the terms or conditions set forth herein;

20 **WHEREAS**, the Parties recognize, and the Court by entering this Consent Decree finds,  
21 that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation  
22 among the Parties regarding the Consumer Protection Claims, and that this Consent Decree is fair,  
23 reasonable, and in the public interest; and

24 **NOW, THEREFORE**, before the taking of any testimony, without the adjudication of any  
25 issue of fact or law, and with the consent of the Parties, **IT IS HEREBY ADJUDGED,**  
26 **ORDERED, AND DECREED** as follows:

27 **I. JURISDICTION AND VENUE**

- 28 1. The Court has jurisdiction over the subject matter of this action pursuant to 28

1 U.S.C. § 1331, and over the Parties to the extent limited by this paragraph. Venue lies in this  
2 District pursuant to 28 U.S.C. § 1391(b), 28 U.S.C. § 1407, and the MDL Panel's Transfer Order,  
3 dated April 5, 2017. *In re Chrysler-Dodge-Jeep EcoDiesel Mktg., Sales Practices & Prod. Liab.*  
4 *Litig.*, 273 F. Supp. 3d 1377 (U.S. Jud. Pan. Mult. Lit. 2017) (MDL No. 2777). The Court has  
5 supplemental jurisdiction over California's state law claims pursuant to 28 U.S.C. § 1367.  
6 Defendants consent to the Court's jurisdiction over entry of this Consent Decree and over any  
7 action against Defendants to enforce this Consent Decree, and consent to venue in this judicial  
8 district for such purposes. Defendants reserve the right to challenge and oppose any claims to  
9 jurisdiction by California that (i) do not arise from the Court's jurisdiction over this Consent Decree  
10 or (ii) are not made in an action by California to enforce this Consent Decree.

11 2. Solely for purposes of this Consent Decree, without admission of any legal or  
12 factual assertion set forth in the California Complaint, and without prejudice to their ability to  
13 contest the legal sufficiency or merits of a complaint in any other proceeding, Defendants do not  
14 contest that the California Complaint states claims upon which relief may be granted pursuant to:  
15 42 U.S.C. § 7604(a)(1); California Health and Safety Code §§ 43016, 43151, 43152, 43153, 43154,  
16 43205, 43211, and 43212; 13 C.C.R. §§ 1961, 1961.2, 1965, 1968.2, and 2037 and the 40 C.F.R.  
17 sections incorporated therein by reference; and California Business and Professions Code §§ 17200  
18 et seq., 17500 et seq., and 17580.5.

## 19 II. APPLICABILITY

20 3. The obligations of this Consent Decree apply to and are binding upon the State of  
21 California, including the California Attorney General, and upon Defendants, as applicable, and any  
22 of their respective successors, assigns, or other entities or persons otherwise bound by law.

23 4. Defendants' obligations to comply with the requirements of this Consent Decree  
24 are joint and several. In the event of the insolvency of any Defendant or the failure by any  
25 Defendant to implement any requirement of this Consent Decree, the remaining Defendants shall  
26 complete all such requirements.

27 5. Defendants shall do all things within their power and authority to ensure that any  
28 legal successor or assign of any Defendant shall remain jointly and severally liable for the payment

1 and other performance obligations hereunder. Defendants shall include an agreement to so remain  
2 liable in the terms of any sale, acquisition, merger, or other transaction changing the ownership or  
3 control of any of the Defendants, to which any of them is a party, and no change in the ownership or  
4 control of any Defendant shall affect the obligations hereunder of any Defendant without  
5 modification of this Consent Decree in accordance with Section XII.

6 6. Defendants shall provide a copy of this Consent Decree to the members of their  
7 respective Board of Directors and their executives whose duties might reasonably include  
8 compliance with, or oversight over compliance with, any provision of this Consent Decree.  
9 Defendants shall also ensure that any contractors, agents, and employees whose duties might  
10 reasonably include compliance with any provision of the Consent Decree are made aware of those  
11 requirements of the Consent Decree relevant to their performance.

12 7. In any action to enforce this Consent Decree, Defendants shall not raise as a  
13 defense the failure by any of their respective officers, directors, employees, agents, or contractors to  
14 take any actions necessary to comply with the provisions of this Consent Decree.

15 **III. DEFINITIONS**

16 8. Terms that are defined in this Consent Decree are defined for purposes of this  
17 Consent Decree only and are not applicable for any other purpose. Whenever the terms set forth  
18 below are used in this Consent Decree, the following definitions shall apply:

- 19 a. “California Attorney General” means the California Attorney General’s  
20 Office and any of its successor departments or agencies;
- 21 b. “California Complaint” means the complaint filed by California in this  
22 action;
- 23 c. “CARB” means the California Air Resources Board and any of its successor  
24 departments or agencies;
- 25 d. “Consent Decree” or “Second California Partial Consent Decree” means this  
26 partial consent decree;
- 27 e. “Covered Conduct” means any and all acts or omissions, including all  
28 communications, occurring up to and including the Effective Date of this Consent Decree, relating

1 to: (a) the design, installation, presence, or failure to disclose any Defeat Device in any Subject  
2 Vehicle; (b) the marketing or advertisement of any Subject Vehicle as green, clean,  
3 environmentally friendly (or similar such terms), and/or compliant with California or federal  
4 emissions standards, including the marketing, advertisement, offering for sale, sale, offering for  
5 lease, lease, or distribution of any Subject Vehicles without disclosing the design, installation or  
6 presence of a Defeat Device.

7 f. "Day" or "day" means a calendar day unless expressly stated to be a  
8 business day. In computing any period of time under this Consent Decree, where the last day would  
9 fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the  
10 next business day;

11 g. "Defeat Device" has the meaning set forth in 40 C.F.R. § 86.1803-01.

12 h. "Defendants" means FCA US LLC, Fiat Chrysler Automobiles N.V., V.M.  
13 Motori S.P.A. and V.M. North America, Inc.;

14 i. "Effective Date" has the meaning set forth in Section VIII below;

15 j. "Ethics Helpline" has the meaning set forth in Paragraph 50.c of the  
16 FCA/US/CA Consent Decree;

17 k. "Subject Vehicles" means each and every MY 2014 to 2016 Jeep Grand  
18 Cherokee and Ram 1500 equipped with a 3.0 liter EcoDiesel engine and sold or offered for sale, or  
19 introduced or delivered for introduction into commerce, or registered in the United States or its  
20 Territories, or imported into the United States or its Territories, and that was identified by  
21 Defendants as covered by one of the following test groups: ECRXT03.05PV, FCRXT03.05PV, or  
22 GCRXT03.05PV.

23 **IV. INJUNCTIVE PROVISIONS**

24 9. Defendants are permanently restrained and enjoined from advertising, marketing,  
25 offering for sale, selling, offering for lease, leasing, or distributing, or assisting others in the  
26 advertising, marketing, offering for sale, selling, offering for lease, leasing, or distributing in  
27 California any vehicle that contains a Defeat Device.

28 10. Under Business and Professions Code §§ 17203 and 17535, Defendants and

1 Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or  
2 participation with any of them, who receive actual notice of this Consent Decree, whether acting  
3 directly or indirectly, are permanently enjoined from, expressly or by implication, including  
4 through the use of a product name, endorsement, depiction, or illustration, materially:

5 a. Misrepresenting that a vehicle has low emissions, lower emissions than  
6 other vehicles, or a specific level of emissions;

7 b. Misrepresenting that a vehicle is environmentally friendly, eco-friendly,  
8 ecological, green, or words of similar import;

9 c. Misrepresenting the fuel efficiency, driving range, or economical benefits of  
10 a vehicle relating to non-compliance with any United States or California emissions standard or  
11 emissions regulation;

12 d. Misrepresenting that a vehicle meets or exceeds any United States or  
13 California emissions standard or emissions regulation, including any OBD regulation;

14 e. Failing to affirmatively disclose the existence of a Defeat Device in  
15 advertising or marketing concerning a vehicle, where such vehicle contains a Defeat Device;

16 f. Providing to others the means and instrumentalities with which to make any  
17 representation prohibited by this Consent Decree;

18 g. Engaging in acts or practices that violate California Business and  
19 Professions Code section 17200;

20 h. Engaging in acts or practices that violate California Business and  
21 Professions Code section 17500;

22 i. Engaging in acts or practices that violate California Business and  
23 Professions Code section 17580.5;

24 j. Making any false or misleading statement, or falsifying any test or data, in or  
25 in connection with an application or other submission to CARB;

26 k. Failing to affirmatively disclose the existence of an AECD that reduces the  
27 effectiveness of the emission control system in any application or submission to CARB, or in any  
28 related communication with CARB, where such AECD has not previously been disclosed in

1 writing to CARB;

2 l. Failing to promptly notify CARB and the California Attorney General when  
3 it has reason to believe that a Defeat Device has been included in a vehicle sold or offered for sale  
4 or distribution in California;

5 m. Failing to implement and maintain the Ethics Helpline as required by  
6 Paragraph 50.c of the FCA/US/CA Consent Decree; and

7 n. Failing to comply with any injunctive terms obtained by the People of the  
8 State of California acting by and through CARB, by CARB, or by the United States in this or a  
9 related action concerning the Subject Vehicles, but only to the extent that the aforementioned  
10 injunctive terms apply to the specific Subject Vehicles or specific Defendants.

11 11. Except as otherwise specified in this Consent Decree, if Defendants reasonably  
12 believe they have violated or may violate any requirement of this Consent Decree, Defendants shall  
13 notify the California Attorney General of such violation and its likely duration in a written report  
14 submitted within 10 business days after the date Defendants first reasonably believe that a violation  
15 has occurred or may occur, with an explanation of the likely cause and of the remedial steps taken,  
16 or to be taken, to prevent or minimize such violation.

17 12. Nothing in this Consent Decree alters the requirements of federal or state law to the  
18 extent they offer greater protection to consumers or to the environment.

19 **V. MONETARY PROVISIONS**

20 13. **Monetary Payment.** Defendants shall pay to the California Attorney General  
21 \$13,500,000 (“Total Settlement Payment”), to be used by the California Attorney General, at the  
22 sole discretion of the California Attorney General, for the enforcement of consumer protection and  
23 environmental laws by the California Attorney General, and to defray the costs of the investigation  
24 leading to this Consent Decree, the FCA/US/CA Consent Decree, and the First California Partial  
25 Consent Decree, and of the California Attorney General’s ongoing monitoring of Defendants’  
26 compliance with these consent decrees.

27 14. **Allocation of Total Settlement Payment.** The Total Settlement Payment  
28 comprises (i) \$8,300,000 to resolve the Consumer Protection Claims concerning the no fewer than



1 13,515 Subject Vehicles sold or leased in California; and (ii) \$5,200,000 to defray the costs of the  
 2 investigation leading to this Consent Decree, the FCA/US/CA Consent Decree, and the First  
 3 California Partial Consent Decree, and of the California Attorney General’s ongoing monitoring of  
 4 Defendants’ compliance with these consent decrees.

5 15. **Stipulated Penalties for Late Payment.** If Defendants fail to make the payment  
 6 required under Paragraph 13 when due, then Defendants shall, in addition to the California  
 7 Mitigation Payment, pay stipulated penalties directly to the California Attorney General as follows:

<u>Penalty Per Day</u>	<u>Period of Noncompliance</u>
\$20,000	1st through 30th day
\$40,000	31st through 45th day
\$80,000	46th day and beyond.

10 16. Payments required to be made pursuant to this Consent Decree shall be made  
 11 within thirty (30) calendar days of the date of entry, payable by wire transfer to the California  
 12 Attorney General’s Office pursuant to instructions provided by the California Attorney General’s  
 13 Office. Defendants are responsible for any bank charges they incur for processing wire transfers.

14 **VI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

15 17. Upon the Effective Date, and subject to the reservations in Paragraph 19,  
 16 Defendants’ satisfaction of the requirements in this Consent Decree shall resolve, settle, and release  
 17 California’s claims, asserted by and through Xavier Becerra, Attorney General of the State of  
 18 California, against Defendants, their successors, and all affiliates, parents, or subsidiaries of  
 19 Defendants identified in Appendix F of the FCA/US/CA Consent Decree (“Appendix F”), and any  
 20 present or former directors, officers, or employees of Defendants or their affiliates, parents, or  
 21 subsidiaries identified in Appendix F, provided that such persons were acting within the scope of  
 22 their employment for the violations alleged in the California Complaint, and also as follows:

23 a. All civil claims for relief that were brought or could be brought by the  
 24 California Attorney General under California Business and Professions Code §§ 17200 et seq.,  
 25 17500 et seq., and 17580.5, or under any other consumer protection, unfair trade and deceptive acts  
 26 and practices laws, including any such claims in common law or equity, arising from or related to  
 27 the Covered Conduct concerning the Subject Vehicles, including for civil penalties, fines, other  
 28 monetary payments and injunctive relief.

1           b.       All claims against Defendants that were brought or could be brought for  
2 relief to consumers (including claims for restitution, refunds, rescission, damages, disgorgement or  
3 other monetary payments, and attorneys’ fees and costs), arising from or related to the Covered  
4 Conduct concerning the Subject Vehicles. In exchange for this release of the California Attorney  
5 General’s claims for relief to consumers, Defendants shall provide the relief to the consumers that  
6 is provided for in the FCA/US/CA Consent Decree, as well as the relief to consumers that is  
7 provided for in the consumer class action settlement concerning the Subject Vehicles to be filed by  
8 the Plaintiffs’ Steering Committee (“FCA Consumer Class Action Settlement”), subject to judicial  
9 approval of the FCA/US/CA Consent Decree and the FCA Consumer Class Action Settlement.  
10 This paragraph does not release any claims held by individual consumers, nor create any right for  
11 any individual consumer to enforce.

12           c.       All claims for costs and attorneys’ fees, including as alleged in the  
13 California Complaint.

14           18.       To the extent that any claims released herein are duplicative of claims to be  
15 released, settled, or resolved by California under the FCA/US/CA Consent Decree or First  
16 California Partial Consent Decree, those claims are not released unless or until the Court approves  
17 and enters the FCA/US/CA Consent Decree and the First California Partial Consent Decree.

18           19.       California reserves, and this Consent Decree is without prejudice to, all claims,  
19 rights, and remedies against Defendants with respect to all matters not expressly resolved in  
20 Paragraph 17. Notwithstanding any other provision of this Decree, California reserves all claims,  
21 rights, and remedies against Defendants with respect to:

22           a.       Enforcement of the terms of this Consent Decree;

23           b.       All rights reserved under the FCA/US/CA Consent Decree and First  
24 California Partial Consent Decree, except as provided under this Consent Decree, including in  
25 paragraph 17 of this Consent Decree;

26           c.       Any criminal liability;

27           d.       Any part of any claims for the violations of securities laws or the California  
28 False Claims Act, California Government Code §§ 12650 et seq.;

1 e. Any other claims of any officer or agency of the State of California other  
2 than CARB; and,

3 f. Any claims held by individual consumers.

4 20. This Consent Decree, including the release set forth in paragraph 17, does not  
5 modify, abrogate, or otherwise limit the injunctive and other relief to be provided by Defendants  
6 under, nor any obligation of any party or person under the FCA/US/CA Consent Decree or the First  
7 California Partial Consent Decree.

8 21. This Consent Decree shall not be construed to limit the rights of California to  
9 obtain penalties or injunctive relief, except as specifically provided in paragraph 17. California  
10 further reserves all legal and equitable remedies to address any imminent and substantial  
11 endangerment to the public health or welfare or the environment arising at any of Defendants'  
12 facilities, or posed by the Subject Vehicles, whether related to the violations addressed in this  
13 Consent Decree or otherwise.

14 22. In any subsequent judicial proceeding initiated by California for injunctive relief,  
15 civil penalties, or other relief, Defendants shall not assert, and may not maintain, any defense or  
16 claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim  
17 preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by  
18 California in the subsequent proceeding were or should have been brought in the instant case,  
19 except with respect to the claims that have been specifically released pursuant to paragraph 17.

20 23. This Consent Decree is not a permit, or a modification of any permit, under any  
21 federal, State, or local laws or regulations. Defendants are each responsible for achieving and  
22 maintaining complete compliance with all applicable federal, State, and local laws, regulations, and  
23 permits; and Defendants' compliance with this Consent Decree shall be no defense to any action  
24 commenced pursuant to any such laws, regulations, or permits, except as set forth herein.  
25 California does not, by its consent to the entry of this Consent Decree, warrant or aver in any  
26 manner that Defendants' compliance with any aspect of this Consent Decree will result in  
27 compliance with provisions of the Clean Air Act, or with any other provisions of United States,  
28 State, or local laws, regulations, or permits.

1           24.       Nothing in this Consent Decree releases any private rights of action asserted by  
 2 entities or persons not releasing claims under this Consent Decree, nor does this Consent Decree  
 3 limit any defense available to Defendants in any such action.

4           25.       This Consent Decree does not limit or affect the rights of Defendants or of  
 5 California against any third parties, not party to this Consent Decree, nor does it limit the rights of  
 6 third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by  
 7 law.

8           26.       Except for any person or entity released by paragraph 17, this Consent Decree shall  
 9 not be construed to create rights in, or grant any cause of action to, any third party not a party to this  
 10 Consent Decree. No such third party shall be entitled to enforce any aspect of this Consent Decree  
 11 or claim any legal or equitable injury for a violation of this Consent Decree.

12           27.       Nothing in this Consent Decree shall be construed as a waiver or limitation of any  
 13 defense or cause of action otherwise available to Defendants in any action. This Agreement is  
 14 made without trial or adjudication of any issue of fact or law, without any admission of fact or law,  
 15 and without any finding of liability of any kind.

16   **VII.     NOTICES**

17           28.       Except as specified elsewhere in this Consent Decree, whenever any notification,  
 18 or other communication is required by this Consent Decree, or whenever any communication is  
 19 required in any action or proceeding related to or bearing upon this Consent Decree or the rights or  
 20 obligations thereunder, it shall be made in writing (except that if any attachment is voluminous, it  
 21 shall be provided on a disk, hard drive, or other equivalent successor technology), and shall be  
 22 addressed as follows:

- |   |  |
|---|--|
| 23           As to the California Attorney<br>24           General by email:  | judith.fiorentini@doj.ca.gov<br>jon.worm@doj.ca.gov<br>laurel.carnes@doj.ca.gov  |
| 25<br>26           As to California Attorney General<br>27           by mail: | Judith Fiorentini<br>Supervising Deputy Attorney General<br>Consumer Law Section<br>California Department of Justice<br>600 West Broadway, Suite 1800<br>San Diego, CA 92101 |

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As to one or more of the Defendants by email:

Robert J. Giuffra, Jr.  
David M.J. Rein  
Granta Y. Nakayama  
Joseph A. Eisert

giuffrar@sullcrom.com  
reind@sullcrom.com  
gnakayama@kslaw.com  
jeisert@jkslaw.com

As to one or more of the Defendants by mail:

Robert J. Giuffra, Jr.  
David M.J. Rein  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004

Granta Y. Nakayama  
Joseph A. Eisert  
King & Spalding LLP  
1700 Pennsylvania Ave., N.W., Suite 200  
Washington, DC 20006

29. Any party may, by written notice to the other party, change its designated notice recipient or notice address provided above.

**VIII. EFFECTIVE DATE**

30. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court’s docket.

**IX. RETENTION OF JURISDICTION**

31. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Consent Decree, or effectuating or enforcing compliance with the terms of this Consent Decree.

**X. SIGNATORIES/SERVICE**

32. Each undersigned representative of Defendants and the California Attorney General certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

1 The California Attorney General represents that it has the authority to execute this Consent Decree  
2 on behalf of the State of California and that, upon entry, this Consent Decree is a binding obligation  
3 enforceable against the State of California under applicable law.

4 33. This Consent Decree may be signed in counterparts, and its validity shall not be  
5 challenged on that basis. For purposes of this Consent Decree, a signature page that is transmitted  
6 electronically (*e.g.*, by facsimile or emailed “PDF”) shall have the same effect as an original.

7 **XI. INTEGRATION**

8 34. This Consent Decree constitutes the final, complete, and exclusive agreement and  
9 understanding among the Parties with respect to the settlement embodied in this Consent Decree  
10 and supersedes all prior agreements and understandings, whether oral or written, concerning the  
11 settlement embodied herein, with the exception of the FCA/US/CA Consent Decree and First  
12 California Partial Consent Decree. The Parties acknowledge that there are no documents,  
13 representations, inducements, agreements, understandings or promises that constitute any part of  
14 this Consent Decree or the settlement it represents other than those expressly contained or  
15 referenced in this Consent Decree.

16 **XII. MODIFICATION**

17 35. The terms of this Consent Decree may be modified only by a subsequent written  
18 agreement signed by the Parties. Where the modification constitutes a material change to this  
19 Decree, it shall be effective only upon approval by the Court. The California Attorney General will  
20 file any non-material modifications with the Court.

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**XIII. FINAL JUDGMENT**


36. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the California Attorney General and the Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

Dated and entered this \_\_ day of \_\_\_\_\_, 2019,

\_\_\_\_\_  
EDWARD M. CHEN  
UNITED STATES DISTRICT JUDGE

1 FOR THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND THROUGH XAVIER  
2 BECERRA, ATTORNEY GENERAL OF THE STATE OF CALIFORNIA:

3 Jan. 9, 2019  
4 Date

  
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6 Supervising Deputy Attorney General  
7 JON F. WORM  
8 LAUREL M. CARNES  
9 Deputy Attorneys General  
10 California Department of Justice  
11 Office of the Attorney General  
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13 San Diego, CA 92101

*Attorneys for Plaintiff the People of the State of California*

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FOR DEFENDANTS:

FOR FCA US LLC:



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CHRISTOPHER J. PARDI  
NAFTA General Counsel and Secretary

FOR FIAT CHRYSLER AUTOMOBILES N.V.:

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GIORGIO FOSSATI  
Corporate General Counsel and Secretary

FOR V.M. MOTORI S.P.A.:

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GIORGIO FOSSATI  
Attorney-in-Fact

FOR V.M. NORTH AMERICA, INC.:

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1 FOR DEFENDANTS:

2 FOR FCA US LLC:

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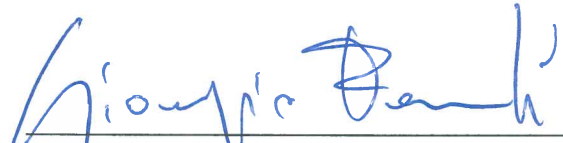
9 FOR FIAT CHRYSLER AUTOMOBILES N.V.:

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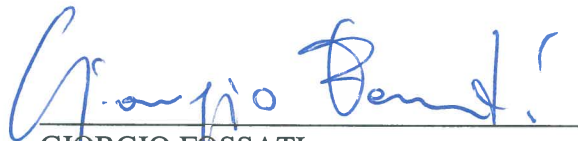
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23 FOR V.M. NORTH AMERICA, INC.:

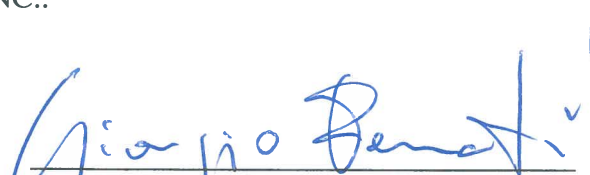
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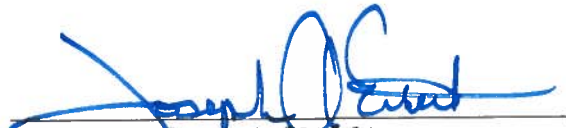
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