



Stick with the Specialists®

WARRANTY BULLETIN

TO: Dealer Principal, Service Mgr., Parts Mgr., and
Warranty Claims Administrator

NO: D-06-17
DATE: July, 2006

SUBJECT: 2003 / 2004 JEEP GRAND CHEROKEE
FRONT BRAKE INSPECTION, CLASS ACTION
SETTLEMENT

FOR: X Dealers
Business Centers

PURPOSE:

To announce the procedures required to comply with the settlement of class action lawsuit “Robert Lubitz et al vs. DaimlerChrysler Corp”, Case Number BER-L-4883-04.

TIMING:

On July 20, 2006 a mailing began to all members of the class “**2003-2004 Jeep Grand Cherokees sold in the U.S.**” that includes a FREE brake inspection certificate to be redeemed at an authorized Jeep Dealer. Per the settlement, there are two groups of vehicles; those who receive a “BLUE” colored certificate and those who receive a “WHITE” colored certificate (copy attached). Both certificates contain the same language.

ACTION:

For all customers (BLUE or WHITE certificate) perform the brake inspection steps described in **Service Bulletin 05-003-06** at “No Charge” to the customer. Attach the certificate to the “hard copy” of your repair order. If the customer does not have the certificate, verify that the vehicle is included in the class by using VIP. Then verify that the inspection has not been previously performed by checking the Service History. The customer is entitled to one FREE brake inspection. If a second inspection claim is entered the claim will reject with Message Code HB6 - Repeat Repair.

ADDITIONAL REQUIREMENTS:

For customers with a **BLUE** certificate: If the inspection reveals a pulsation, continue with the repair procedure steps as outlined in **Service Bulletin 05-003-06**. These repairs for customers with a BLUE certificate must be performed at “No Charge” to the customer without regard to time and mileage.

For customers with a **WHITE** certificate: If the inspection reveals a pulsation **and the vehicle is within 3 years and 36,000 miles from the In Service Date**, continue with the repair procedure steps as outlined in **Service Bulletin 05-003-06**. If the vehicle is within the 3 year 36,000 mile period, the repairs for customers with a WHITE certificate must be performed at “No Charge” to the customer.

In order to be reimbursed for this service you must use the labor operations as defined in **Service Bulletin 05-003-06**.

Please direct all customers who may have previously paid for a front brake pulsation repair, and desire consideration for reimbursement under a goodwill adjustment, to send their receipts to:

**DaimlerChrysler Customer Assistance Center
P.O. Box 21-8004
Auburn Hills, Michigan 48321-8004**

OTHER INFORMATION:

The 1999 – 2002 model year Grand Cherokees are involved in a separate settlement that does not involve any dealership service activity. A copy of this settlement letter is attached for information purposes only.

Please ensure that all affected dealership personnel are aware of this bulletin.

WARRANTY OPERATIONS

2003-2004 Model Year Jeep Grand Cherokee WARRANTY Subclass

Superior Court of New Jersey, Law Division: Bergen County

IF YOU HAVE BOUGHT OR LEASED A 2003-2004 JEEP GRAND CHEROKEE YOU MAY QUALIFY FOR
BENEFITS FROM A CLASS ACTION SETTLEMENT

Please Read This Notice Carefully
Your Legal Rights May Be Affected By The Settlement

The Superior Court of New Jersey, Law Division: Bergen County, has ordered the issuance of this Settlement Notice ("Notice") in a class action lawsuit titled *Robert Lubitz, et al. v. DaimlerChrysler Corp.* Case No. BER-L-4883-04. **This is not a solicitation from a lawyer, and you are not being sued.**

1. **What Is the Purpose of This Notice?** The purposes of this Notice are: (a) to tell you of the proposed nationwide settlement (the "Settlement") of a class action lawsuit that is pending against DaimlerChrysler Corporation ("DaimlerChrysler"); (b) to tell you how this lawsuit and the Settlement may affect your rights and what steps you may take to exercise any rights you may have; and (c) to outline the benefits that you may be eligible to receive under the Settlement. Please note, however, that your receipt of this Notice by itself does not mean that you are eligible to receive any benefits under the Settlement.

2. **What Is the Lawsuit About?** The Plaintiffs allege that DaimlerChrysler manufactured 1999-2004 Jeep Grand Cherokee automobiles with defective front brake components, including calipers and rotors, such that some of the vehicles manifest pulsation when the brake pedal is applied. Plaintiffs' lawsuit asserts claims against DaimlerChrysler for breach of express warranty, breach of implied warranty, negligence, fraud, and violation of consumer protection statutes. Plaintiffs also seek a declaratory judgment that the 36-month, 36,000-mile warranty applies to repairs made to correct the pulsation problem.

DaimlerChrysler vigorously denies all of Plaintiffs' allegations of wrongdoing and asserts numerous defenses to Plaintiffs' claims. DaimlerChrysler believes that Plaintiffs' lawsuit is entirely without merit. The proposed Settlement is not, and is not to be construed as, evidence of an admission or concession by DaimlerChrysler.

The Court has made no determination about the strengths or weaknesses of any of Plaintiffs' contentions or any of DaimlerChrysler's defenses. Instead, Plaintiffs and DaimlerChrysler have entered into a Settlement Agreement to end the litigation. The Court has preliminarily approved the Settlement provided for in the Settlement Agreement, but the Settlement will not actually take effect unless and until: (a) it is finally approved by the Court after the Fairness Hearing, described below in Paragraph 13, and a Final Order and Judgment has been entered by the Court and (i) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (ii) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court.

3. **Who Is Covered by the Class Settlement?** The "Settlement Class" means all persons in the United States who bought or leased a Jeep Grand Cherokee vehicle, model years 1999-2004, between May 1, 1998 and the present, excluding fleet and governmental purchasers and lessees.

The "2003-2004 Model Years Warranty Subclass" means all members of the Settlement Class who bought or leased a model-year 2003-2004 Jeep Grand Cherokee vehicle. DaimlerChrysler's records indicate that you may be a member of this Subclass.

4. **Who Represents the Settlement Class?** Class Counsel are: Kantrowitz, Goldhamer & Graifman, Montvale, NJ, by Gary S. Graifman; The Mason Law Firm, Washington, DC, by Gary E. Mason and Charles A. Schneider; Stull, Stull

& Brody, New York, NY, by Howard T. Longman; Stull, Stull & Brody, Los Angeles, CA, by Timothy J. Burke; Kynes, Markman & Felman, P.A., Tampa, FL, by James E. Felman and Katherine E. Yanes; Karr & Sherman Co., L.P.A., Columbus, OH, by Keith M. Karr and Rick L. Ashton; The Hodges Law Firm, Lenexa, KS, by Michael Hodges; Crabtree Law Office, Lenexa, KS, by James M. Crabtree. The Court has designated Gary S. Graifman and Gary E. Mason to be Co-lead Counsel.

5. What Are the Benefits Available to Me Under the Settlement? Any current owner or lessee of a 2003-2004 Model Years Jeep Grand Cherokee vehicle who is experiencing pulsation during application of the brakes in his/her vehicle will be entitled to one free brake inspection at a Jeep dealership by presenting the Inspection Certificate that accompanies this Notice at the time of inspection. If the dealer, upon inspection, observes disc thickness variation resulting in pulsation, and the vehicle is within 36 months from the original date of purchase or lease or the first 36,000 miles as reflected on the vehicle's odometer (the "Warranty Period"), the dealer will repair under warranty the necessary brake components, including any brake pad, caliper, or rotor replacement necessary for the repair.

Any inspection and repair of a 2003-2004 Jeep Grand Cherokee must take place on or before _____, 2006. The Inspection Certificate shall be (a) surrendered at the time of inspection at the Jeep dealership; (b) redeemable one-time only; and (c) non-transferable. The Inspection Certificate cannot be exchanged for "cash value" or any equivalent. Members of the 2003-2004 Model Years Warranty Subclass are not entitled to any monetary reimbursement under the terms of the Settlement Agreement.

If you have any questions, you may call the Claims Administrator's toll-free number, 1-866-817-6522 or write to Jeep Brake Settlement Claims Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

6. Who Is Paying Plaintiffs' Lawyers and the Settlement Administrator's Expenses? If the Settlement is approved by the Court, Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in an amount up to \$3 million. Class Counsel will also seek incentive awards to be paid to the named Plaintiffs in the total amount of no more than \$77,500. Of this amount, no more than \$5,000 each will be sought for Plaintiffs Lubitz, Lemus, and Rothstein, each of whom submitted to vehicle inspections and depositions. Class Counsel will seek no more than \$2,500 each for the remaining 25 Plaintiffs. DaimlerChrysler has agreed not to object to, and to pay, attorneys' fees and expenses and incentive awards up to these respective amounts. DaimlerChrysler has also agreed to pay the Settlement Administrator's fees and expenses, including the cost of mailing notices and of distributing payments to Settlement Class Members.

7. If the Court Approves the Settlement, What Will Happen to Any Claims I May Have Against DaimlerChrysler? If the Settlement receives final judicial approval, it will result in a release by Plaintiffs and all members of the Settlement Class (other than those who elect to be timely excluded from the Settlement Class as described in Paragraph 11 below) of all claims, known or unknown, which were or could have been brought against DaimlerChrysler and related parties based upon or related only to the brakes of any owned or leased model-years 1999-2004 Jeep Grand Cherokee vehicle, including but not limited to those asserted in this lawsuit, except for claims for personal injury, wrongful death or property damage. The Settlement is intended to settle all claims covered by the release in the Settlement Agreement. This means that unless you exclude yourself from the Settlement as described in Paragraph 13 below, you will not be able to sue, or join another lawsuit against DaimlerChrysler on the claims involved in this lawsuit.

8. Why Is Class Counsel Recommending the Class Settlement? Class Counsel reached this Settlement after weighing the risks and benefits to the Settlement Class of this Settlement compared to those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all the circumstances and in the best interests of the Settlement Class.

9. Who Will Represent Me in the Lawsuit? If you choose to participate in the Settlement and do not exclude yourself from the Settlement Class in the manner described below in Paragraph 11 below, you will be deemed by the

Court to be a "Settlement Class Member." As a Settlement Class Member you will be represented by Class Counsel, but will not be charged for services of Class Counsel. The only fees and expenses received by Class Counsel will be those approved by the Court as fair and reasonable for their work performed for the Class as a whole, as described in Paragraph 7 above. If you wish to remain a member of the Class but do not wish to be represented by Class Counsel, you may hire your own attorney to represent you. If you hire your own attorney, your attorney must file an appearance **no later than** _____, 2006, with the Clerk of the Court, and must send a copy, by first-class U.S. Mail, to Class Counsel and DaimlerChrysler's counsel at the addresses provided below, postmarked **no later than** _____, 2006. If you do not exclude yourself from the Settlement Class, you will continue to be a Settlement Class Member even if you are represented by your own attorney. You will be responsible for any fees and costs charged by your own attorney.

10. If I Do Not Want to Participate in the Class Settlement, What Must I Do? If you believe you are a member of the Settlement Class, you have a choice whether or not to remain in the Class and be represented by the Plaintiffs as class representatives and by Class Counsel. Either choice will have its consequences, which you should understand before making your decision.

If you choose to remain a Settlement Class member, you **will** participate in and be bound by the Settlement, if it receives final judicial approval, and you will be precluded from bringing a similar lawsuit in any court. Your participation in the Settlement does **not** release DaimlerChrysler from any claims you may have now or in the future for personal injury, wrongful death, or property damage.

If you choose to exclude yourself from the Settlement, you will **not** be bound by the Settlement, Class Counsel will have no further contact with you on this issue, and you will lose any right to participate in the Class Settlement. You will also lose the right to have objections to the Class Settlement considered by the Court before it rules on whether to approve the Class Settlement. You will be free to pursue any claims you may have against DaimlerChrysler on your own behalf, but you will not be represented by Class Counsel.

To exclude yourself from the Settlement and the Settlement Class, you must send the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04;
- (2) Your full name and current address;
- (3) A specific statement of your intent to exclude yourself from this lawsuit (for example, "Please exclude me from the Settlement Class in the Jeep Brake Litigation);
- (4) Your signature and the date you signed it.

Requests for exclusion must be sent by first-class United States Mail, postmarked **no later than** _____, 2006, to Jeep Brake Settlement Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

If you do not comply with these procedures and the deadline for exclusions, you will remain a Settlement Class member and lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

11. What If I Want to Object to the Class Settlement? If you do not exclude yourself from the Class Settlement, you may, if you wish, object to the certification of the Settlement Class, to the terms of the proposed Settlement, or to Class Counsel's Application for an award of attorneys' fees and expenses. To do so, you or your attorney must file with the Court, and send to Class Counsel and DaimlerChrysler's counsel, a written objection and supporting papers that contain: (1) the name of this lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04; (2) your full name and current address; (3) whether, as of the date of your written objection, you own or lease or have owned or leased a 2003-2004 Jeep Grand Cherokee; (4) the Vehicle Identification Number (VIN) of your vehicle; (5) each specific reason for your objection; (6) all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (7) your signature; and (8) the date of your signature.

If you wish to appear at the Fairness Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you state in your written objection your desire to appear personally or by your separate counsel at the Fairness Hearing.

Objections must be filed with the Court, and separate copies served on Class Counsel and DaimlerChrysler's counsel by first-class United States Mail, **no later than _____, 2006**. The copies to be served on Class Counsel and DaimlerChrysler's counsel must be mailed to the following addresses:

Class Counsel:

Gary S. Graifman
KANTROWITZ, GOLDHAMER & GRAIFMAN
210 Summit Avenue
Montvale, New Jersey 07645

Gary E. Mason
THE MASON LAW FIRM, P.C.
1225 19th St. NW, Suite 500
Washington, D.C. 20036

Counsel for DaimlerChrysler:

Anthony J. Anscombe
SEDGWICK, DETERT, MORAN & ARNOLD, L.L.P.
One North Wacker Drive, Suite 4200
Chicago, Illinois 60606

If you do not comply with these procedures or the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

12. When Is the Fairness Hearing? On _____, 2006, at 9:30 a.m., the Court will hold a public hearing in the [name and address of Court] to determine whether the Settlement Class is properly certified and whether the Settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court will also consider Class Counsel's application for an award of attorneys' fees and expenses and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who object to the Settlement are not required to attend the Fairness Hearing. If you want to be heard orally in opposition to the Settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Fairness Hearing as set forth in Paragraph 14.

13. Where Can I Obtain More Information Regarding the Settlement? If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe you are or may be a member of the Settlement Class, you should contact the Settlement Administrator at the address or toll-free telephone number listed in Paragraph 6 above for more information. If you wish to communicate directly with Class Counsel, you may contact Gary Graifman at the address listed above in Paragraph 12. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire. This Notice, which has been approved by the Court, is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the Settlement, which is on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office. You may also review the pleadings, records, and other papers on file at the Clerk's Office. The Clerk of the Court is located at [address of Clerk's Office].

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, ANY JEEP DEALER, OR DAIMLERCHRYSLER ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.

Dated: _____, 2006

/s/ Honorable Sybil Moses
The Honorable Sybil Moses
Judge, Superior Court of New Jersey

2003-2004 Model Year Jeep Grand Cherokee EXPIRED WARRANTY Subclass

Superior Court of New Jersey, Law Division: Bergen County

**IF YOU HAVE BOUGHT OR LEASED A 2003-2004 JEEP GRAND CHEROKEE YOU MAY QUALIFY FOR
BENEFITS FROM A CLASS ACTION SETTLEMENT**

**Please Read This Notice Carefully
Your Legal Rights May Be Affected By The Settlement**

The Superior Court of New Jersey, Law Division: Bergen County, has ordered the issuance of this Settlement Notice ("Notice") in a class action lawsuit titled *Robert Lubitz, et al. v. DaimlerChrysler Corp.* Case No. BER-L-4883-04. **This is not a solicitation from a lawyer, and you are not being sued.**

1. What Is the Purpose of This Notice? The purposes of this Notice are: (a) to tell you of the proposed nationwide settlement (the "Settlement") of a class action lawsuit that is pending against DaimlerChrysler Corporation ("DaimlerChrysler"); (b) to tell you how this lawsuit and the Settlement may affect your rights and what steps you may take to exercise any rights you may have; and (c) to outline the benefits that you may be eligible to receive under the Settlement. Please note, however, that your receipt of this Notice by itself does not mean that you are eligible to receive any benefits under the Settlement.

2. What Is the Lawsuit About? The Plaintiffs allege that DaimlerChrysler manufactured 1999-2004 Jeep Grand Cherokee automobiles with defective front brake components, including calipers and rotors, such that some of the vehicles manifest pulsation when the brake pedal is applied. Plaintiffs' lawsuit asserts claims against DaimlerChrysler for breach of express warranty, breach of implied warranty, negligence, fraud, and violation of consumer protection statutes. Plaintiffs also seek a declaratory judgment that the 36-month, 36,000-mile warranty applies to repairs made to correct the pulsation problem.

DaimlerChrysler vigorously denies all of Plaintiffs' allegations of wrongdoing and asserts numerous defenses to Plaintiffs' claims. DaimlerChrysler believes that Plaintiffs' lawsuit is entirely without merit. The proposed Settlement is not, and is not to be construed as, evidence of an admission or concession by DaimlerChrysler.

The Court has made no determination about the strengths or weaknesses of any of Plaintiffs' contentions or any of DaimlerChrysler's defenses. Instead, Plaintiffs and DaimlerChrysler have entered into a Settlement Agreement to end the litigation. The Court has preliminarily approved the Settlement provided for in the Settlement Agreement, but the Settlement will not actually take effect unless and until: (a) it is finally approved by the Court after the Fairness Hearing, described below in Paragraph 13, and a Final Order and Judgment has been entered by the Court and (i) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (ii) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court.

3. Who Is Covered by the Class Settlement? The "Settlement Class" means all persons in the United States who bought or leased a Jeep Grand Cherokee vehicle, model years 1999-2004, between May 1, 1998 and the present, excluding fleet and governmental purchasers and lessees.

The "2003-2004 Model Years Expired Warranty Subclass" means all members of the Settlement Class who bought or leased a model-year 2003-2004 Jeep Grand Cherokee vehicle, and who contacted DaimlerChrysler about experiencing pulsation during application of the brakes of their vehicles while the vehicles were still within the DaimlerChrysler 36-month or 36,000-mile warranty period, and whose Warranty Period for the vehicle may now be expired. DaimlerChrysler's records indicate that you may be a member of this Subclass.

4. Who Represents the Settlement Class? Class Counsel are: Kantrowitz, Goldhamer & Graifman, Montvale, NJ, by Gary S. Graifman; The Mason Law Firm, Washington, DC, by Gary E. Mason and Charles A. Schneider; Stull, Stull &

Brody, New York, NY, by Howard T. Longman; Stull, Stull & Brody, Los Angeles, CA, by Timothy J. Burke; Kynes, Markman & Felman, P.A., Tampa, FL, by James E. Felman and Katherine E. Yanes; Karr & Sherman Co., L.P.A., Columbus, OH, by Keith M. Karr and Rick L. Ashton; The Hodges Law Firm, Lenexa, KS, by Michael Hodges; Crabtree Law Office, Lenexa, KS, by James M. Crabtree. The Court has designated Gary S. Graifman and Gary E. Mason to be Co-lead Counsel.

5. What Are the Benefits Available to Me Under the Settlement? Any member of the 2003-2004 Model Years Expired Warranty Subclass who is experiencing pulsation during application of the brakes in his/her vehicle will be entitled to one free brake inspection at a Jeep dealership by presenting the Inspection Certificate that accompanies this Notice at the time of inspection. If the dealer, upon inspection, observes disc thickness variation resulting in pulsation, the dealer will repair the necessary brake components, including any brake pad, caliper, or rotor replacement necessary for the repair. Provided the 2003-2004 Model Years Expired Warranty Subclass member had contacted DaimlerChrysler about experiencing pulsation during application of the brakes of the vehicle while the vehicle was within the Warranty Period, the costs of repair will be covered by DaimlerChrysler as though the vehicle were still within the Warranty Period, whether or not the vehicle is still within the Warranty Period.

Any inspection and repair of a 2003-2004 Jeep Grand Cherokee must take place on or before _____, 2006. The Inspection Certificate shall be (a) surrendered at the time of inspection at the Jeep dealership; (b) redeemable one-time only; and (c) non-transferable. The Inspection Certificate cannot be exchanged for "cash value" or any equivalent. Members of the 2003-2004 Model Years Warranty Subclass are not entitled to any monetary reimbursement under the terms of the Settlement Agreement.

If you have any questions, you may call the Claims Administrator's toll-free number, 1-866-817-6522, or write to Jeep Brake Settlement Claims Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

6. Who Is Paying Plaintiffs' Lawyers and the Settlement Administrator's Expenses? If the Settlement is approved by the Court, Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in an amount up to \$3 million. Class Counsel will also seek incentive awards to be paid to the named Plaintiffs in the total amount of no more than \$77,500. Of this amount, no more than \$5,000 each will be sought for Plaintiffs Lubitz, Lemus, and Rothstein, each of whom submitted to vehicle inspections and depositions. Class Counsel will seek no more than \$2,500 each for the remaining 25 Plaintiffs. DaimlerChrysler has agreed not to object to, and to pay, attorneys' fees and expenses and incentive awards up to these respective amounts. DaimlerChrysler has also agreed to pay the Settlement Administrator's fees and expenses, including the cost of mailing notices and of distributing payments to Settlement Class Members.

7. If the Court Approves the Settlement, What Will Happen to Any Claims I May Have Against DaimlerChrysler? If the Settlement receives final judicial approval, it will result in a release by Plaintiffs and all members of the Settlement Class (other than those who elect to be timely excluded from the Settlement Class as described in Paragraph 11 below) of all claims, known or unknown, which were or could have been brought against DaimlerChrysler and related parties based upon or related only to the brakes of any owned or leased model-years 1999-2004 Jeep Grand Cherokee vehicle, including but not limited to those asserted in this lawsuit, except for claims for personal injury, wrongful death or property damage. The Settlement is intended to settle all claims covered by the release in the Settlement Agreement. This means that unless you exclude yourself from the Settlement as described in Paragraph 11 below, you will not be able to sue, or join another lawsuit against DaimlerChrysler on the claims involved in this lawsuit.

8. Why Is Class Counsel Recommending the Class Settlement? Class Counsel reached this Settlement after weighing the risks and benefits to the Settlement Class of this Settlement compared to those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all the circumstances and in the best interests of the Settlement Class.

9. Who Will Represent Me in the Lawsuit? If you choose to participate in the Settlement and do not exclude yourself from the Settlement Class in the manner described below in Paragraph 11 below, you will be deemed by the Court to be a "Settlement Class Member." As a Settlement Class Member you will be represented by Class Counsel, but will not be charged for services of Class Counsel. The only fees and expenses received by Class Counsel will be those approved by the Court as

fair and reasonable for their work performed for the Class as a whole, as described in Paragraph 7 above. If you wish to remain a member of the Class but do not wish to be represented by Class Counsel, you may hire your own attorney to represent you. If you hire your own attorney, your attorney must file an appearance **no later than** _____, 2006, with the Clerk of the Court, and must send a copy, by first-class U.S. Mail, to Class Counsel and DaimlerChrysler's counsel at the addresses provided below, postmarked **no later than** _____, 2006. If you do not exclude yourself from the Settlement Class, you will continue to be a Settlement Class Member even if you are represented by your own attorney. You will be responsible for any fees and costs charged by your own attorney.

10. If I Do Not Want to Participate in the Class Settlement, What Must I Do? If you believe you are a member of the Settlement Class, you have a choice whether or not to remain in the Class and be represented by the Plaintiffs as class representatives and by Class Counsel. Either choice will have its consequences, which you should understand before making your decision.

If you choose to remain a Settlement Class member, you **will** participate in and be bound by the Settlement, if it receives final judicial approval, and you will be precluded from bringing a similar lawsuit in any court. Your participation in the Settlement does **not** release DaimlerChrysler from any claims you may have now or in the future for personal injury, wrongful death, or property damage.

If you choose to exclude yourself from the Settlement, you will **not** be bound by the Settlement, Class Counsel will have no further contact with you on this issue, and you will lose any right to participate in the Class Settlement. You will also lose the right to have objections to the Class Settlement considered by the Court before it rules on whether to approve the Class Settlement. You will be free to pursue any claims you may have against DaimlerChrysler on your own behalf, but you will not be represented by Class Counsel.

To exclude yourself from the Settlement and the Settlement Class, you must send the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04;
- (2) Your full name and current address;
- (3) A specific statement of your intent to exclude yourself from this lawsuit (for example, "Please exclude me from the Settlement Class in the Jeep Brake Litigation);
- (4) Your signature and the date you signed it.

Requests for exclusion must be sent by first-class United States Mail, postmarked **no later than** _____, 2006, to Jeep Brake Settlement Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

If you do not comply with these procedures and the deadline for exclusions, you will remain a Settlement Class member and lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

11. What If I Want to Object to the Class Settlement? If you do not exclude yourself from the Class Settlement, you may, if you wish, object to the certification of the Settlement Class, to the terms of the proposed Settlement, or to Class Counsel's Application for an award of attorneys' fees and expenses. To do so, you or your attorney must file with the Court, and send to Class Counsel and DaimlerChrysler's counsel, a written objection and supporting papers that contain: (1) the name of this lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04; (2) your full name and current address; (3) whether, as of the date of your written objection, you own or lease or have owned or leased a 2003-2004 Jeep Grand Cherokee; (4) the Vehicle Identification Number (VIN) of your vehicle; (5) each specific reason for your objection; (6) all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (7) your signature; and (8) the date of your signature.

If you wish to appear at the Fairness Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you state in your written objection your desire to appear personally or by your separate counsel at the Fairness Hearing.

Objections must be filed with the Court, and separate copies served on Class Counsel and DaimlerChrysler's counsel by first-class United States Mail, **no later than _____, 2006**. The copies to be served on Class Counsel and DaimlerChrysler's counsel must be mailed to the following addresses:

Class Counsel:

Gary S. Graifman
KANTROWITZ, GOLDHAMER & GRAIFMAN
210 Summit Avenue
Montvale, New Jersey 07645

Gary E. Mason
THE MASON LAW FIRM, P.C.
1225 19th St. NW, Suite 500
Washington, D.C. 20036

Counsel for DaimlerChrysler:

Anthony J. Anscombe
SEDGWICK, DETERT, MORAN & ARNOLD, L.L.P.
One North Wacker Drive, Suite 4200
Chicago, Illinois 60606

If you do not comply with these procedures or the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

12. When Is the Fairness Hearing? On _____, 2006, at 9:30 a.m., the Court will hold a public hearing in the [name and address of Court] to determine whether the Settlement Class is properly certified and whether the Settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court will also consider Class Counsel's application for an award of attorneys' fees and expenses and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who object to the Settlement are not required to attend the Fairness Hearing. If you want to be heard orally in opposition to the Settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Fairness Hearing as set forth in Paragraph 14.

13. Where Can I Obtain More Information Regarding the Settlement? If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe you are or may be a member of the Settlement Class, you should contact the Settlement Administrator at the address or toll-free telephone number listed in Paragraph 6 above for more information. If you wish to communicate directly with Class Counsel, you may contact Gary Graifman at the address listed above in Paragraph 12. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire. This Notice, which has been approved by the Court, is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the Settlement, which is on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office. You may also review the pleadings, records, and other papers on file at the Clerk's Office. The Clerk of the Court is located at [address of Clerk's Office].

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, ANY JEEP DEALER, OR DAIMLERCHRYSLER ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.

Dated: _____, 2006

/s/ Honorable Sybil Moses
The Honorable Sybil Moses
Judge, Superior Court of New Jersey

1999-2002 Model Year Jeep Grand Cherokee Class Action Settlement

Superior Court of New Jersey, Law Division: Bergen County

AS A CURRENT OR FORMER OWNER OR LESSEE OF A 1999-2002 JEEP GRAND CHEROKEE YOU MAY QUALIFY FOR BENEFITS FROM A CLASS ACTION SETTLEMENT

Please Read This Notice Carefully
Your Legal Rights May Be Affected By The Settlement

The Superior Court of New Jersey, Law Division: Bergen County, has ordered the issuance of this Settlement Notice ("Notice") in a class action lawsuit titled *Robert Lubitz, et al. v. DaimlerChrysler Corp.* Case No. BER-L-4883-04. **This is not a solicitation from a lawyer, and you are not being sued.**

1. What Is the Purpose of This Notice? The purposes of this Notice are: (a) to tell you of the proposed nationwide settlement (the "Settlement") of a class action lawsuit that is pending against DaimlerChrysler Corporation ("DaimlerChrysler"); (b) to tell you how this lawsuit and the Settlement may affect your rights and what steps you may take to exercise any rights you may have; and (c) to outline the benefits that you may be eligible to receive under the Settlement. Please note, however, that your receipt of this Notice by itself does not mean that you are eligible to receive any benefits under the Settlement.

2. What Is the Lawsuit About? The Plaintiffs allege that DaimlerChrysler manufactured 1999-2004 Jeep Grand Cherokee automobiles with defective front brake components, including calipers and rotors, such that some of the vehicles manifest pulsation when the brake pedal is applied. Plaintiffs' lawsuit asserts claims against DaimlerChrysler for breach of express warranty, breach of implied warranty, negligence, fraud, and violation of consumer protection statutes. Plaintiffs also seek a declaratory judgment that the 36-month, 36,000-mile warranty applies to repairs made to correct the pulsation problem.

DaimlerChrysler vigorously denies all of Plaintiffs' allegations of wrongdoing and asserts numerous defenses to Plaintiffs' claims. DaimlerChrysler believes that Plaintiffs' lawsuit is entirely without merit. The proposed Settlement is not, and is not to be construed as, evidence of an admission or concession by DaimlerChrysler.

The Court has made no determination about the strengths or weaknesses of any of Plaintiffs' contentions or any of DaimlerChrysler's defenses. Instead, Plaintiffs and DaimlerChrysler have entered into a Settlement Agreement to end the litigation. The Court has preliminarily approved the Settlement provided for in the Settlement Agreement, but the Settlement will not actually take effect unless and until: (a) it is finally approved by the Court after the Fairness Hearing, described below in Paragraph 15, and a Final Order and Judgment has been entered by the Court and (i) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (ii) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court.

3. Who Is Covered by the Class Settlement? The "Settlement Class" means all persons in the United States who bought or leased a Jeep Grand Cherokee vehicle, model years 1999-2004, between May 1, 1998 and the present, excluding fleet and governmental purchasers and lessees.

The "1999-2002 Model Years Subclass" means all members of the Settlement Class who bought or leased a model-year 1999-2002 Jeep Grand Cherokee vehicle.

You received this Notice because records of DaimlerChrysler indicate that you are a current or former owner or lessee of a 1999-2002 Jeep Grand Cherokee, and accordingly, are a member of the 1999-2002 Model Years Subclass.

4. Who Represents the Settlement Class? Class Counsel are: Kantrowitz, Goldhamer & Graifman, Montvale, NJ, by Gary S. Graifman; The Mason Law Firm, Washington, DC, by Gary E. Mason and Charles A. Schneider; Stull, Stull & Brody, New York, NY, by Howard T. Longman; Stull, Stull & Brody, Los Angeles, CA, by Timothy J. Burke; Kynes, Markman & Felman, P.A., Tampa, FL, by James E. Felman and Katherine E. Yanes; Karr & Sherman Co., L.P.A., Columbus, OH, by Keith M. Karr and Rick L. Ashton; The Hodges Law Firm, Lenexa, KS, by Michael Hodges; Crabtree Law Office, Lenexa, KS, by James M. Crabtree. The Court has designated Gary S. Graifman and Gary E. Mason to be Co-lead Counsel.

5. What Are the Benefits Available Under the Settlement? DaimlerChrysler will provide monetary reimbursement to members of the 1999-2002 Model Years Subclass, who: (a) paid money to a dealer or third party repair shop; (b) for rotor/caliper repair; (c) for a 1999-2002 model-year Jeep Grand Cherokee vehicle that he/she owned or leased at the time of the payment; (d) while the vehicle was within 36 months from the original date of purchase or lease or the first 36,000 miles as reflected on the vehicle's odometer (the "Warranty Period"); (e) when the repair was performed for reasons relating to disc thickness variation

resulting in pulsation during application of the brakes, as shown by (1) a valid receipt for the costs of repair showing both that the repairs were performed within the Warranty Period and that the repairs were performed because of disc thickness variation resulting in pulsation during application of the brakes, or (2) a valid receipt for the costs of repair showing that the repairs were performed within the Warranty Period and a statement signed by the person or company that performed the repairs stating that the repairs were performed because of disc thickness variation resulting in pulsation during application of the brakes; (f) without reimbursement in full from DaimlerChrysler for the cost of repairs; and, (g) where the Settlement Class member contacted DaimlerChrysler about the brakes of the vehicle while it was within the Warranty Period, which must be confirmed by a proof of contact provided by the Settlement Class member or in DaimlerChrysler's customer records.

Monetary reimbursements to members of the 1999-2002 Model Years Subclass who are eligible for reimbursement ("Authorized Claimants"), plus the total amount of attorneys' fees and expenses awarded by the Court, as described in Paragraph 8 below, shall not exceed \$12 million under the Settlement (the "\$12 million Maximum Payment"). If the amount of attorneys' fees and expenses awarded by the Court, plus the total amount of monetary reimbursement to Authorized Claimants cannot be paid without exceeding \$12 million Maximum Payment, then the amount to be reimbursed to all Authorized Claimants shall be reduced on a *pro rata* basis.

6. How Do I Make a Claim for Reimbursement Under the Settlement? To make a claim for reimbursement, you must complete the Claim Form that accompanies this Notice and submit that Claim Form, together with all supporting documentation, to Jeep Brake Settlement Claims Administrator, P.O. Box 91115, Seattle, WA 98111-9215 by first-class United States Mail, postage prepaid, and postmarked no later than April 30, 2007. You cannot submit your Claim Form and documentation on the Internet.

You must sign under penalty of perjury each Claim Form you submit, which means you are swearing under oath that the statements you make on the Claim Form are true. The submission of a false claim may be a criminal offense. If you do not comply with these procedures and the deadline for submitting Claim Forms, you will lose forever your right to make any claim covered by the Settlement.

7. How Do I Obtain Additional Claim Forms? One Claim Form is included with this Notice. If you need to obtain additional Claim Forms, you should call the Claims Administrator's toll-free telephone number, 1-866-817-6522, or by writing to Jeep Brake Settlement Claims Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

8. Who Is Paying Plaintiffs' Lawyers and the Settlement Administrator's Expenses? If the Settlement is approved by the Court, Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in an amount up to \$3 million. Class Counsel will also seek incentive awards to be paid to the named Plaintiffs in the total amount of no more than \$77,500. Of this amount, no more than \$5,000 each will be sought for Plaintiffs Lubitz, Lemus, and Rothstein, each of whom submitted to vehicle inspections and depositions. Class Counsel will seek no more than \$2,500 each for the remaining 26 Plaintiffs. DaimlerChrysler has agreed not to object to, and to pay, attorneys' fees and expenses and incentive awards up to these respective amounts. DaimlerChrysler has also agreed to pay the Settlement Administrator's fees and expenses, including the cost of mailing notices and of distributing payments to Settlement Class Members.

9. If the Court Approves the Settlement, What Will Happen to Any Claims I May Have Against DaimlerChrysler? If the Settlement receives final judicial approval, it will result in a release by Plaintiffs and all members of the Settlement Class (other than those who elect to be timely excluded from the Settlement Class as described in Paragraph 13 below) of all claims, known or unknown, which were or could have been brought against DaimlerChrysler and related parties based upon or related only to the brakes of any owned or leased model-years 1999-2004 Jeep Grand Cherokee vehicle, including but not limited to those asserted in this lawsuit, except for claims for personal injury, wrongful death or property damage. The Settlement is intended to settle all claims covered by the release in the Settlement Agreement. This means that unless you exclude yourself from the Settlement as described in Paragraph 13 below, you will not be able to sue, or join another lawsuit against DaimlerChrysler on the claims involved in this lawsuit.

10. Why Is Class Counsel Recommending the Class Settlement? Class Counsel reached this Settlement after weighing the risks and benefits to the Settlement Class of this Settlement compared to those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all the circumstances and in the best interests of the Settlement Class.

11. Who Will Represent Me in the Lawsuit? If you choose to participate in the Settlement and do not exclude yourself from the Settlement Class in the manner described below in Paragraph 13 below, you will be deemed by the Court to be a "Settlement Class Member." As a Settlement Class Member you will be represented by Class Counsel, but will not be charged for services of Class Counsel. The only fees and expenses received by Class Counsel will be those approved by the Court as fair and reasonable for their work performed for the Class as a whole, as described in Paragraph 8 above. If you wish to remain a member of the Class but do not wish to be represented by Class Counsel, you may hire your own attorney to represent you. If you hire your own attorney to represent you at the Fairness Hearing, described below in Paragraph 15, your attorney must file an appearance no later than

September 15, 2006, with the Clerk of the Court, and must send a copy, by first-class U.S. Mail, to Class Counsel and DaimlerChrysler's counsel at the addresses provided below, postmarked **no later than September 15, 2006**. If you do not exclude yourself from the Settlement Class, you will continue to be a Settlement Class Member even if you are represented by your own attorney. You will be responsible for any fees and costs charged by your own attorney.

12. How and When Will the Settlement Administrator Process Claims?

A. Filing the Claim Forms. Any member of the 1999-2002 Model Years Subclass may file a Claim Form. The Claims Period during which the Claim Forms may be filed begins to run from the date of this Notice until 6 months after the Court enters its Final Order and Judgment. The Claim Form shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed first-class postage prepaid and addressed in accordance with the instructions in this Notice. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

B. Processing by the Claims Administrator. The Claims Administrator will make no payments to Class Members until after the Claims Period is closed and all appeals to the Special Master by claimants are exhausted. In no event will claims be paid until 3 days after (a) the Settlement is finally approved by the Court after the Fairness Hearing, described below in Paragraph 15, and a Final Order and Judgment has been entered by the Court and (i) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (ii) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court.

C. Decision and appeal. The Claims Administrator will determine the extent, if any, to which each claim shall be accepted. Claim Forms that do not meet requirements of the Settlement Agreement and the Claim Form instructions will be rejected. Prior to rejection of a Claim Form, the Claims Administrator will communicate with the claimant in order to provide him/her an opportunity to remedy deficiencies in the Claim Form or supporting documentation. If the deficiencies are not corrected, the Claims Administrator will notify the claimant in writing. The claimant may attempt to correct the deficiencies and may appeal the Claims Administrator's decision to a Special Master appointed by the Court.

13. If I Do Not Want to Participate in the Class Settlement, What Must I Do? If you believe you are a member of the Settlement Class, you have a choice whether or not to remain in the Class and be represented by the Plaintiffs as class representatives and by Class Counsel. Either choice will have its consequences, which you should understand before making your decision. If you choose to remain a Settlement Class member, you **will** participate in and be bound by the Settlement, if it receives final judicial approval, and you will be precluded from bringing a similar lawsuit in any court. Your participation in the Settlement does **not** release DaimlerChrysler from any claims you may have now or in the future for personal injury, wrongful death, or property damage.

If you choose to exclude yourself from the Settlement, you will **not** be bound by the Settlement, Class Counsel will have no further contact with you on this issue, and you will lose any right to participate in the Class Settlement. You will also lose the right to have objections to the Class Settlement considered by the Court before it rules on whether to approve the Class Settlement. You will be free to pursue any claims you may have against DaimlerChrysler on your own behalf, but you will not be represented by Class Counsel.

To exclude yourself from the Settlement and the Settlement Class, you must send the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04;
- (2) Your full name and current address;
- (3) A specific statement of your intent to exclude yourself from this lawsuit (for example, "Please exclude me from the Settlement Class in the Jeep Brake Litigation);
- (4) Your signature and the date you signed it.

Requests for exclusion must be sent by first-class United States Mail, postmarked **no later than September 15, 2006**, to Jeep Brake Settlement Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

If you do not comply with these procedures and the deadline for exclusions, you will remain a Settlement Class member and lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

14. What If I Want to Object to the Class Settlement? If you do not exclude yourself from the Class Settlement, you may, if you wish, object to the certification of the Settlement Class, to the terms of the proposed Settlement, or to Class Counsel's Application for an award of attorneys' fees and expenses. To do so, you or your attorney must file a written objection with the Claims Administrator and mail a copy to Class Counsel and DaimlerChrysler's counsel **postmarked no later than August 29, 2006**. A written objection and supporting papers must contain: (1) the name of this lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04; (2) your full name and current address; (3) whether, as of the date of your written objection, you own or lease or whether you have previously owned or leased a 1999-2002 Jeep Grand Cherokee and incurred out-of-pocket expenses to correct a problem with pulsation of the front disc brakes; (4) the Vehicle Identification Number (VIN) of your vehicle; (5) each specific reason for your objection; (6) all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (7) your signature; and (8) the date of your signature.

If you wish to appear at the Fairness Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you state in your written objection your desire to appear personally or by your separate counsel at the Fairness Hearing.

Your intention to appear at the Fairness Hearing and any objections that you wish to raise must be filed with the Court, and separate copies served on Class Counsel and DaimlerChrysler's counsel by first-class United States Mail, **no later than September 15, 2006**. The copies to be served on Class Counsel and DaimlerChrysler's counsel must be mailed to the following addresses:

Class Counsel:

Gary S. Graifman
KANTROWITZ, GOLDHAMER & GRAIFMAN
210 Summit Avenue
Montvale, New Jersey 07645

Gary E. Mason
THE MASON LAW FIRM, P.C.
1225 19th St. NW, Suite 500
Washington, D.C. 20036

Counsel for DaimlerChrysler:

Anthony J. Anscombe
SEDGWICK, DETERT, MORAN & ARNOLD, L.L.P.
One North Wacker Drive, Suite 4200
Chicago, Illinois 60606

If you do not comply with these procedures or the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

15. When Is the Fairness Hearing? On **October 30, 2006, at 9:00 a.m.**, the Court will hold a public hearing in **Courtroom 426, Bergen County Justice Center, 10 Main Street, Hackensack, NJ 07601**, to determine whether the Settlement Class is properly certified and whether the Settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court will also consider Class Counsel's application for an award of attorneys' fees and expenses and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who object to the Settlement are not required to attend the Fairness Hearing. If you want to be heard orally in opposition to the Settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Fairness Hearing as set forth in Paragraph 14.

16. Where Can I Obtain More Information Regarding the Settlement? If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe you are or may be a member of the 1999-2002 Settlement Subclass, you should contact the Settlement Administrator at the address or toll-free telephone number listed in Paragraph 7 above for more information. If you wish to communicate directly with Class Counsel, you may contact Gary Graifman at the address listed above in Paragraph 14. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire. This Notice, which has been approved by the Court, is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the Settlement, which is on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office. You may also review the pleadings, records, and other papers on file at the Clerk's Office. The Clerk of the Court is located at **Bergen County Courthouse, Room 425, 10 Main Street, Hackensack, NJ 07601**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, ANY JEEP DEALER, OR DAIMLERCHRYSLER ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.

Dated: June 1, 2006

/s/ Honorable Sybil Moses
The Honorable Sybil Moses
Judge, Superior Court of New Jersey

FREE BRAKE INSPECTION CERTIFICATE

If you are experiencing pulsation during the application of the brakes of your Model Year 2003 or 2004 Jeep Grand Cherokee, you may redeem this certificate for one free brake inspection at any authorized Jeep dealership in the continental United States, Alaska, or Hawaii.

- This certificate is non-transferable.
- This certificate may not be redeemed for "cash value" or any equivalent, or for any other type of service or inspection.
- This certificate is redeemable one time only.
- This certificate must be surrendered to the dealer at the time of inspection.
- This certificate expires on **[DATE], 2006.**

Service Bulletin #05-003-06

Vehicle Identification Number (VIN):<vin>