

# Exhibit 5

# Individual Release of Claims

## INDIVIDUAL RELEASE OF CLAIMS

*In re Chrysler-Dodge-Jeep EcoDiesel Marketing,  
Sales Practices, and Products Liability Litigation*  
Case No. 3:17-md-02777 (N.D. Cal.)

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### **MUST BE COMPLETED BY CLAIMANT PRIOR TO RECEIVING ANY CLASS MEMBER PAYMENT**

1. In exchange for the benefits that (i) the Claims Administrator has determined I am eligible to receive under the class action settlement agreement in this case (the “Class Action Agreement”),<sup>1</sup> and (ii) one or more of the Defendants,<sup>2</sup> as applicable, has agreed to provide to me, the sufficiency of which I hereby acknowledge, I, on behalf of myself and my agents, heirs, executors, administrators, successors, assigns, insurers, attorneys, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through or under me, hereby fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, whether known or unknown, that I may have, purport to have, or may hereafter have against any Released Party arising out of or in any way related to the 3.0-liter Diesel Matter, except for claims of personal injury or wrongful death. This Individual Release is effective and binding when I receive a Class Member Payment under the Class Action Agreement.
2. This Individual Release incorporates by reference the release and associated provisions set forth in Section 9 of the Class Action Agreement as if set forth fully herein, and, as to those provisions, shall have the same scope and effect as the Class Action Agreement.<sup>3</sup> This Individual Release supplements the release and associated provisions set forth in Section 9 of the Class Action Agreement. It does not supersede them.
3. I expressly understand and acknowledge that this Individual Release applies to claims of which I am not presently aware. I expressly understand and acknowledge Section 1542 of the California Civil Code, which provides: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially**

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<sup>1</sup> The terms “3.0-liter Diesel Matter,” “Action,” “Approved Emissions Modification,” “Claims Administrator,” “Extended Warranty,” “Fiat Chrysler,” “Final Approval Order,” and “Released Party” have the meanings given to them in the Class Action Agreement.

<sup>2</sup> Defendants, as that term is used herein, include: FCA US LLC, Fiat Chrysler Automobiles N.V., Sergio Marchionne and his estate, VW Motori S.p.A., VM North America, Inc., Robert Bosch GmbH, and Robert Bosch LLC.

<sup>3</sup> A copy of the Class Action Agreement is available at [www.EcoDieselSettlement.com](http://www.EcoDieselSettlement.com).

**affected his or her settlement with the debtor.”** I acknowledge that I am aware of the contents and effect of Section 1542 and have considered the possibility that the number, nature, or magnitude of all claims may not currently be known. To ensure that this Individual Release is interpreted fully in accordance with its terms, I expressly waive and relinquish any and all rights and benefits that I may have under Section 1542 to the extent that such section may be applicable to the Individual Release and likewise expressly waive and relinquish any rights or benefits of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Code to the extent that such laws or principles may be applicable to the Individual Release.

4. **For the avoidance of doubt, I expressly understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that I now know or believe to be true, related to the 3.0-liter Diesel Matter, the Action and/or the Individual Release herein. Nevertheless, it is my intention in executing this Individual Release to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the 3.0-liter Diesel Matter or the Action in accordance with the terms of the Class Action Agreement.** This includes, without limitation, any claims I have or may have with respect to the 3.0-liter Diesel Matter under the Trade Regulation Rule Concerning the Preservation of Consumers’ Claims and Defenses, 16 C.F.R. § 433.2 (the “Holder Rule”).
5. The Individual Release shall remain effective regardless of any judicial, quasi-judicial, arbitral, administrative, regulatory, or other decision relating to the liability of any Released Party in connection with the 3.0-liter Diesel Matter. For the avoidance of doubt, this Individual Release shall remain effective even if the Final Approval Order is reversed and/or vacated on appeal, or if the Class Action Agreement is abrogated or otherwise voided in whole or in part.
6. This Individual Release waives or releases any right to receive further monetary compensation or to pursue additional benefits under the Class Action Agreement, except that nothing in this Individual Release changes any existing rights I may have to challenge or otherwise assert a claim against Fiat Chrysler arising from (1) a violation by Fiat Chrysler of the Clean Air Act, the California Health and Safety Code, or applicable regulations thereunder in connection with the certification of the Approved Emissions Modification, or (2) under the Extended Warranty. This Individual Release is limited to my vehicle VIN \_\_\_\_\_ and does not affect my rights, claims, or benefits regarding any other vehicle.
7. This Individual Release, and any dispute arising out of or related to this Individual Release, shall be governed by and interpreted according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto, and the laws of the State of

California notwithstanding its conflict of law provisions. This Individual Release will be binding upon my successors, transferees, and assigns.

8. Any disagreement concerning and/or action to enforce this Individual Release shall be commenced and maintained only in the United States District Court for the Northern District of California.
9. I represent and warrant that I have carefully read and understand this Individual Release and that I executed it freely, voluntarily, and without being pressured or influenced by, or relying on, any statement or representation made by any person or entity acting on behalf of any Released Party. I certify that I understand that I have the right to consult with an attorney of my choice before signing this Individual Release.
10. I represent and warrant that I have authority to execute this Individual Release and that I am the sole and exclusive owner of all claims that I am releasing pursuant to this Individual Release. I acknowledge that I have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the 3.0-liter Diesel Matter.

**\*\*\*SIGNATURE PAGE FOLLOWS\*\*\***



I acknowledge that I have read and understand this Release and that I have freely executed it by signing below.

Date: \_\_\_\_\_  
\_\_\_\_\_ *Co-Registrant Printed Name* \_\_\_\_\_ *Co-Registrant Signature*

WITNESS:

State of \_\_\_\_\_ )  
) SS  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_, who is

- personally known to me
- OR –
- proved to me on the basis of satisfactory evidence, which was \_\_\_\_\_,  
[Type of ID]

to be the same person whose name is subscribed to the foregoing instrument, which was an Individual Release of Claims in the Class Action Agreement dated on \_\_\_\_\_ and containing pages, appeared before me on \_\_\_\_\_ in person and acknowledged  
[Date]

that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

My seal:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Expiration Date  
Printed Name of Notary Public