

Exhibit B

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11 individually and on behalf of the general
12 public and all others similarly situated

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 DONALD HALL, individually and
16 on behalf of the general public and
17 all others similarly situated,

18 Plaintiff,

19 v.

20 FIAT CHRYSLER AMERICA US
21 LLC aka FCA US LLC, formerly
22 known as CHRYSLER GROUP
23 LLC, and DOES 1-10, inclusive,

24 Defendants.

Case No.: 8:21-cv-00762-SSS-DFM
Assigned to: Hon. Sunshine S. Sykes

**(PROPOSED) ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, AND SETTING OF
FINAL APPROVAL HEARING**

Date: August 9, 2024
Time: 2:00 p.m.
Courtroom : 2, 2nd Floor

25 On July 10, 2024, Plaintiff Donald Hall, on behalf of himself and all others
26 similarly situated, filed the instant motion for preliminary approval of class action
27 settlement, conditional certification, approval of class notice, and setting of final
28 approval hearing.

The Court finds that it has jurisdiction over the Action and each of the parties
for purposes of settlement and asserts jurisdiction over the Class Members for
purposes of effectuating this settlement and releasing their claims (all capitalized
terms as defined in the Settlement Agreement attached hereto as Exhibit 1); and
WHEREAS, this Court has considered all of the submissions related to the

1 Application and is otherwise fully advised in the premises; IT IS HEREBY
2 ORDERED AS FOLLOWS:

3 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

4 1. The terms of the Settlement Agreement dated June 18, 2024, including
5 all exhibits thereto (the “Agreement”), which is attached to the Motion as Exhibit 1,
6 are preliminarily approved as fair, reasonable and adequate, are sufficient to
7 warrant sending notice to the Class, and are subject to further consideration thereof
8 at the Fairness Hearing referenced below. This Order incorporates herein the
9 Agreement, and all of its exhibits and related documents. Unless otherwise
10 provided herein, the terms defined in the Agreement shall have the same meanings
11 in this Order. The Agreement was entered into only after extensive arm’s length
12 negotiations by experienced counsel and with the assistance and oversight of JAMS
13 Mediator Brad Winters. The Court finds that the settlement embodied in the
14 Agreement (“the Settlement”) is sufficiently within the range of reasonableness so
15 that notice of the Settlement should be given as provided in the Agreement and this
16 Order. In making this determination, the Court has considered the current posture
17 of this litigation and the risks and benefits to the Parties involved in both settlement
18 of these claims and continuation of the litigation.

19 **II. THE CLASS, CLASS REPRESENTATIVES AND CLASS COUNSEL**

20 2. The Court provisionally certifies the following Class for settlement
21 purposes only (the “Class”): All persons in California who purchased a lifetime
22 vehicle service contract for a Chrysler, Dodge or Jeep branded vehicle, and had the
23 contract terminated based on their failure to comply with the inspection terms of the
24 lifetime limited powertrain warranty covering the vehicle. Excluded from this class
25 are all persons who timely and properly exclude themselves from the Class as
26 provided in this Order.

27 3. The Court preliminarily finds, for settlement purposes only and
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1 conditioned upon the entry of this Order and the Final Order and Final Judgment,
2 the terms of the Settlement Agreement, and the occurrence of the Final Effective
3 Date, that the Class meets all the applicable requirements of FED. R. CIV. P. 23(a)
4 and (b)(3), and hereby provisionally certifies the Class for settlement purposes only.
5 The Court preliminarily finds, in the specific context of this Settlement, that: (a) the
6 number of Class Members is so numerous that their joinder in one lawsuit would be
7 impractical; (b) there are some questions of law or fact common to the Class that
8 are sufficient for settlement purposes; (c) the claims of Class Representative is
9 typical of the claims of the Class Members he seeks to represent for purposes of
10 settlement; (d) the Class Representative has fairly and adequately represented the
11 interests of the Class for settlement purposes and the Class Representative has
12 retained experienced counsel to represent them and the Class – Michael J. Trotter
13 and Steven J. Wysocky of Kelly, Trotter & Franzen – whom the Court finds have
14 satisfied the requirements of FED. R. CIV. P. 23(a)(4) and 23(g); (e) the questions of
15 law or fact common to the Class, as pertains to consideration of the Settlement,
16 predominate over any questions affecting any individual Class Member; and (f) a
17 class action is superior to the other available methods for the fair and efficient
18 adjudication of the controversy through settlement.

19 4. The Court designates the following plaintiff as Class Representative:
20 Donald Hall.

21 5. The Court further preliminarily finds that the following counsel fairly
22 and adequately represent the interests of the Class for settlement purposes and
23 hereby appoints them as counsel for the Class pursuant to FED. R. CIV. P. 23(g):

24 Michael J. Trotter

25 Steven J. Wysocky

26 Kelly, Trotter & Franzen

27 111 W. Ocean Blvd., 14th Floor
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1 Long Beach, CA 90801

2 6. If the Agreement is not finally approved by the Court, or for any
3 reason the Final Order and Final Judgment are not entered as contemplated in the
4 Agreement, or the Agreement is terminated pursuant to its terms for any reason or
5 the Final Effective Date does not occur for any reason, then:

6 (a) All orders and findings entered in connection with the Agreement shall
7 become null and void and have no force or effect whatsoever, shall not be used or
8 referred to for any purposes whatsoever, and shall not be admissible or discoverable
9 in this or any other proceeding;

10 (b) The provisional certification of the Class pursuant to this Order shall be
11 vacated automatically and the Actions shall proceed as though the Class had never
12 been certified;

13 (c) Nothing contained in this Order is to be construed as a presumption,
14 concession or admission by or against FCA US or Plaintiff of any default, liability
15 or wrongdoing as to any facts or claims alleged or asserted in the Actions, or in any
16 action or proceeding, including but not limited to, factual or legal matters relating to
17 any effort to certify the Actions or any Action as a class action;

18 (d) Nothing in this Order pertaining to the Agreement, including any of the
19 documents or statements generated or received pursuant to the claims
20 administration process, shall be used as evidence in any further proceeding in the
21 Actions, including, but not limited to, motions or proceedings seeking treatment of
22 the Actions or any Action as a class action;

23 (e) All of the Court's prior Orders having nothing whatsoever to do with
24 class certification or the Agreement shall, subject to this Order, remain in force and
25 effect

1 **III. NOTICE TO CLASS MEMBERS**

2 7. The Court has considered the Class Notices in the Agreement and
3 finds that the Class Notices and methodology as described in the Settlement
4 Agreement: (a) meet the requirements of due process and FED. R. CIV. P. 23(c) and
5 (e); (b) constitutes the best notice practicable under the circumstances to all persons
6 entitled to notice; and (c) satisfies the Constitutional requirements regarding notice.
7 In addition, the forms of notice (a) apprise Class Members of the pendency of the
8 Action, the terms of the proposed settlement, their rights and deadlines under the
9 Settlement; (b) are written in simple terminology; (c) are readily understandable by
10 Class Members; and (d) comply with the Federal Judicial Center’s illustrative class
11 action notices.

12 The Court approves the Class Notices and methodology as described in the
13 Settlement Agreement, and it hereby orders that notice be commenced no later than
14 **the Notice Date**. All reasonable effort shall be made to accomplish the notice
15 process as expeditiously as possible and as provided for in the Agreement, the
16 Claims Period runs 90 days from the Notice Date.

17 The Class Action Settlement Administrator shall send the Short Form
18 Notices, substantially in forms attached to the Agreement as Exhibit 2, by U.S.
19 Mail, proper postage prepaid to the 587 class members, as identified by data to be
20 forwarded to the Class Action Settlement Administrator. The mailing of Exhibit 2
21 will be done as part of efforts to notify Class Members who may be eligible for
22 payment. The mailings of the Short Form Notices to the persons to the class
23 members shall be substantially completed by **the Notice Date**.

24 The Court further approves, as to form and content, the Short Form Notices,
25 the Long Form Notice, and the Claims Form. The Court further approves the
26 establishment of an internet website for the Settlement. The website shall include
27 documents relating to the Settlement, Orders of the Court relating to the Settlement
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1 and such other information as FCA US and Class Counsel mutually agree would be
2 beneficial to potential Class Members. FCA US shall pay the costs of the Class
3 Notice in accordance with the Agreement. The Parties are hereby authorized to
4 establish the means necessary to implement the notice and/or other terms of the
5 Agreement.

6 9. The Administrator is Kroll Settlement Administration LLC.
7 Responsibilities of the Class Action Settlement Administrator are found in the
8 Agreement. As stated in the Agreement, not later than 20 days before the date of
9 the hearing on final approval, the Settlement Administrator will provide affidavits
10 for the Court, with a copy to Class Counsel and FCA US, attesting that Notice was
11 disseminated in a manner consistent with the terms of this Settlement Agreement,
12 or as otherwise required by the Court, which may include (a) a list of those persons
13 who have opted out or excluded themselves from the Settlement; and (b) the details
14 outlining the scope, methods and results of the Class Notice.

15 **IV. REQUEST FOR EXCLUSION FROM THE CLASS**

16 10. Class Members who wish to be excluded from the Class must mail a
17 written request for exclusion to the Class Action Settlement Administrator
18 postmarked no later than 45 days after the Notice Date. Any request for exclusion
19 must be signed by the potential Class Member and contain the information
20 specified in Section 9.1 of the Agreement.

21 11. Potential Class Members who timely and validly exclude themselves
22 from the Class shall not be bound by the Agreement, the Settlement, or the Final
23 Order and Final Judgment.

24 12. If a potential Class Member files a request for exclusion, he/she/it may
25 not assert an objection to the Settlement. The Class Action Settlement
26 Administrator shall provide copies of any requests for exclusion to Class Counsel
27 and FCA US's Counsel as provided in the Agreement.

1 13. Any potential Class Member that does not properly and timely exclude
2 himself/herself/itself from the Class shall remain a Class Member and shall be
3 bound by all the terms and provisions of the Agreement and the Settlement and the
4 Final Order and Final Judgment, whether or not such Class Member objected to the
5 Settlement or submits a Claim Form(s).

6 **V. OBJECTIONS**

7 14. Any Class Member who has not requested exclusion and who wishes
8 to object to the Settlement or Fee Request or incentive payments to the
9 Plaintiff/Class Representative must deliver the objection to the Class
10 Administration so that it is received no later than 45 days after the Notice Date.
11 Objections that fail to satisfy the requirements of Section 10.2 of the Agreement to
12 satisfy any other requirements found in the Long Form Notice shall not be
13 considered by the Court. The Administrator shall promptly report all objections
14 received to both Class Counsel and Counsel for FCA US.

15 15. The filing of an objection allows Class Counsel or FCA US's Counsel
16 to notice such objecting person for, and take, their deposition consistent with the
17 Federal Rules of Civil Procedure at an agreed-upon location, and to seek any
18 documentary evidence or other tangible things that are relevant to the objection.
19 Failure by an objector to make themselves available for a deposition or comply with
20 expedited discovery requests may result in the Court striking the objection and
21 otherwise denying that person the opportunity to be heard. The Court may tax the
22 costs of any such discovery to the objector or the objector's counsel should the
23 Court determine the objection is frivolous or made for improper purpose. Any
24 objector who seeks a fee for their objection must do so as prescribed under Federal
25 Rule of Civil Procedure 23(e)(5)(B). The Parties will promptly inform the Court of
26 any consideration sought by an objector and the circumstances of such a request.
27 These procedures and requirements for objecting are intended to ensure the efficient
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1 administration of justice and the orderly presentation of any Class Member’s
2 objection to the Settlement, in accordance with the due process rights of all Class
3 Members.

4 **VI. FAIRNESS HEARING**

5 16. The Fairness Hearing will be held on Friday, **February 28, 2025** at
6 2:00 p.m. (Pacific Time) before this Court or at such other time as the Court
7 determines, at the United States District Court, Central District of California, 3470
8 12th St, Courtroom 2, Riverside, CA 92501, to consider, inter alia, the following:
9 (a) whether the Class should be finally certified for settlement purposes; and (b)
10 whether the Settlement Agreement should be finally approved as fair, reasonable
11 and adequate. The Court will rule on Class Counsel’s application for attorneys’
12 fees and expenses (“Fee Request”) and the Plaintiffs/Class Representatives’
13 requests for incentive awards at or after that time.

14 17. At least 35 days before the Fairness Hearing, Class Counsel shall file
15 with the Court a motion for final approval of the Settlement and also on or before
16 **November 22, 2024**, Class Counsel shall file any Fee Request with the Court. At
17 least 21 days before the Fairness Hearing, any responses to the motion for final
18 approval shall be filed. Any reply briefs relating to final approval of the Settlement
19 or Class Counsel’s Fee Request or responses to objections to the Settlement shall be
20 filed at least 14 days before the Fairness Hearing.

21 18. Any Class Member who has not excluded himself/herself/itself from
22 the Class may appear at the hearing in person or by counsel (at his/her/its own
23 expense) and may be heard, to the extent allowed by the Court, either in support of
24 or in opposition to the Settlement and/or the Fee Request. However, no Class
25 Member shall be heard at the hearing unless the Class Member complies with the
26 provisions stated in the Agreement relative to notice and Section 10.2.

27 19. The date and time of the Fairness Hearing shall be subject to
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1 continuance by the Court without further notice to the Class Members other than
2 that which may be posted at the Court, on the Court’s website, and/or the settlement
3 website.

4 **VII. STAY OF LITIGATION**

5 20. Pending the Fairness Hearing and the Court’s decision whether to
6 finally approve the Settlement, all proceedings in the Action, other than
7 proceedings necessary to carry out or enforce the Agreement or this Order, are
8 stayed and suspended, until further order from this Court.

9 21. Pending the Fairness Hearing and the Court’s decision whether to
10 finally approve the Settlement, no Class Member, either directly, representatively,
11 or in any other capacity (other than a Class Member who validly and timely elects
12 to be excluded from the Class), shall commence, continue or prosecute against any
13 of the Released Parties (as that term is defined in the Agreement) any action or
14 proceeding in any court or tribunal asserting any of the matters, claims or causes of
15 action that are to be released in the Agreement. Pursuant to 28 U.S.C. § 1651(a)
16 and 2283, the Court finds that issuance of this preliminary injunction is necessary
17 and appropriate in aid of the Court’s continuing jurisdiction and authority over the
18 Actions. Upon final approval of the Settlement, all Class Members who do not
19 timely and validly exclude themselves from the Class shall be forever enjoined and
20 barred from asserting any of the matters, claims or causes of action released
21 pursuant to the Agreement against any of the Released Parties, and any such Class
22 Member shall be deemed to have forever released any and all such matters, claims,
23 and causes of action as provided for in the Agreement.

24 **IX. CONFIDENTIALITY**

25 22. Any information received by the Class Action Settlement
26 Administrator, the Settlement Notice Administrator, or any other person in
27 connection with the Settlement that pertains to personal information regarding a
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1 particular Class Member (other than objections or requests for exclusion) shall not
2 be disclosed to any other person or entity other than Class Counsel, FCA US,
3 FCA US’s counsel, the Court and as otherwise provided in the Agreement.

4 **X. OTHER PROVISIONS**

5 23. The Parties are authorized to take all necessary and appropriate steps
6 as agreed upon to establish the means necessary to implement the Agreement.

7 24. The deadlines set forth in this Order, including, but not limited to, the
8 Fairness Hearing, may be extended by Order of the Court, for good cause shown,
9 without further notice to the Class Members – except that notice of any such
10 extensions shall be included on the Settlement website. Class Members should
11 check the Settlement website regularly for updates and further details regarding
12 extensions of these deadlines.

13 25. Class Counsel and FCA US’s Counsel are hereby authorized to use all
14 reasonable procedures in connection with approval and administration of the
15 Settlement that are not materially inconsistent with this Order or the Agreement,
16 including making, without further approval of the Court, minor changes to the
17 Agreement, to the form or content of the Class Notice or to any other exhibits that
18 the parties jointly agree are reasonable or necessary.

19 26. This Court shall maintain continuing jurisdiction over these settlement
20 proceedings to assure the effectuation thereof for the benefit of the Class.

21
22 IT IS SO ORDERED.

23 Dated:

24
25 SUNSHINE S. SYKES
26 United States District Judge