

Exhibit B

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

EBONY THOMPSON and JUVENAL
RODRIGUEZ, on behalf of
themselves and others similarly
situated,

Plaintiffs,

v.

FCA US LLC, and DOES 1 to 10,

Defendant.

Case No. 2:21-cv-09815-FMO-MBK

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT,
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS,
DIRECTING NOTICE TO THE
CLASS, AND SCHEDULING
FAIRNESS HEARING**

1 WHEREAS, this matter has come before the Court pursuant to Plaintiffs'
2 Unopposed Motion for Preliminary Approval of Class Action Settlement and
3 Issuance of Related Orders (the "Motion");

4 WHEREAS, the Court finds that it has jurisdiction over the Action and each
5 of the parties for purposes of settlement and asserts jurisdiction over the Class
6 Members for purposes of effectuating this Settlement and releasing their claims
7 (all capitalized terms as defined in the Settlement Agreement); and,

8 WHEREAS, this Court has considered all of the submissions related to the
9 Motion and is otherwise fully advised in the premises,

10 IT IS HEREBY ORDERED AS FOLLOWS:

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

12 1. The terms of the Settlement Agreement dated March 18, 2025,
13 including all exhibits thereto, which is attached to the Declaration of Jordan L.
14 Lurie as Exhibit 1, are preliminarily approved as fair, reasonable and adequate, are
15 sufficient to warrant sending notice to the Class, and are subject to further
16 consideration thereof at the Fairness Hearing referenced below. This Order
17 incorporates herein the Settlement Agreement, and all of its exhibits and related
18 documents. Unless otherwise provided herein, the terms defined in the Settlement
19 Agreement shall have the same meanings in this Order. The Settlement Agreement
20 was entered into after extensive arm's length negotiations by experienced counsel
21 and with the assistance and oversight of mediator Brad Winters at JAMS. The
22 Court finds that the settlement embodied in the Settlement Agreement is
23 sufficiently within the range of reasonableness so that notice of the settlement
24 should be given as provided in the Settlement Agreement and this Order. In
25 making this determination, the Court has considered the current posture of this
26 litigation and the risks and benefits to the Parties involved in both settlement of
27 these claims and continuation of the litigation.

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

2 2. The Court certifies the following Class for settlement purposes only
3 (the “Class”): All individuals who, as confirmed by FCA US’s records, purchased
4 a model-year 2015-2017 Chrysler 200 vehicle that was originally sold as a PZEV
5 vehicle in California, Connecticut, Delaware, Maine, Maryland, Massachusetts,
6 Oregon, Pennsylvania, Rhode Island, Vermont, or Washington (“Reg. 177 States”).
7 Excluded from the Class are: Defendant, and its subsidiaries and affiliates; its
8 current and former officers, directors, and employees (and members of their
9 immediate families); and the legal representatives, heirs, successors or assigns of
10 any of the foregoing. Also excluded are any judge, justice, or judicial officer
11 presiding over this matter and the members of their immediate families and judicial
12 staff.

13 3. The “Class Vehicles” are model-year 2015-2017 Chrysler 200
14 vehicles, as noted in the Settlement Agreement, which is expressly incorporated in
15 this Order.

16 4. The Court finds, for settlement purposes only and conditioned upon
17 the entry of this Order and the Final Order and Final Judgment, the terms of the
18 Settlement Agreement, and the occurrence of the Final Effective Date, that the
19 Class meets all the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3),
20 and hereby provisionally certifies the Class for settlement purposes only. The
21 Court preliminarily finds, in the specific context of this Settlement Agreement,
22 that: (a) the number of Class Members is so numerous that their joinder in one
23 lawsuit would be impractical; (b) there are some questions of law or fact common
24 to the Class; (c) the claims of Class Representatives are typical of the claims of the
25 Class Members they seek to represent; (d) the Class Representatives have fairly
26 and adequately represented the interests of the Class and the Class Representatives
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1 have retained experienced counsel to represent them and the Class – Jordan L.
2 Lurie and Ari Y. Bassier of Pomerantz LLP, and Robert L. Starr of The Law Office
3 of Robert L. Starr, whom the Court finds have satisfied the requirements of Fed.
4 R. Civ. P. 23(a)(4) and 23(g); (e) the questions of law and fact common to the
5 Class, as pertains to consideration of the Settlement Agreement, predominate over
6 any questions affecting any individual Class Member; and (f) a class action is
7 superior to the other available methods for the fair and efficient adjudication of the
8 controversy through settlement.

9 5. The Court designates Ebony Thompson and Juvenal Rodriguez as
10 Class Representatives.

11 6. The Court further finds that the following counsel fairly and
12 adequately represented, and continue to so represent, the interests of the Class in
13 all regards, including for settlement purposes and hereby appoints them as counsel
14 for the Class pursuant to FED. R. CIV. P. 23(g):

15 Robert L. Starr
16 LAW OFFICE OF ROBERT L. STARR
17 23901 Calabasas Rd., Ste. 2072
18 Calabasas, CA 91302

19 Jordan L. Lurie
20 Ari Y. Bassier
21 POMERANTZ LLP
22 1100 Glendon Ave., 15th floor
23 Los Angeles, CA 90024

24 7. If the Settlement Agreement is not finally approved by the Court, or
25 for any reason the Final Order and Final Judgment are not entered as
26 contemplated in the Settlement Agreement, or the Settlement Agreement is
27 terminated pursuant to its terms for any reason or the Final Effective Date does
28 not occur for any reason, then:

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

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

8 (c) Nothing contained in this Order is to be construed as a presumption,
9 concession or admission by or against FCA or Class Representatives of any
10 default, liability or wrongdoing as to any facts or claims alleged or asserted in the
11 Action, or in any action or proceeding, including but not limited to, factual or
12 legal matters relating to any effort to certify the Action as a class action; and,

13 (d) Nothing in this Order pertaining to the Settlement Agreement,
14 including any of the documents or statements generated or received pursuant to
15 the claims administration process, shall be used as evidence in any further
16 proceeding in the Action, including, but not limited to, motions or proceedings
17 seeking treatment of the Action as a class action;

18 **III. NOTICE TO CLASS MEMBERS**

19 8. The Court has considered the Class Notice in the Settlement
20 Agreement and finds that the Class Notice and methodology as described in the
21 Settlement Agreement: (a) meet the requirements of due process and FED. R.
22 CIV. P. 23(c) and (e); (b) constitutes the best notice practicable under the
23 circumstances to all persons entitled to notice; and (c) satisfies the Constitutional
24 requirements regarding notice. In addition, the forms of notice: (a) apprise Class
25 Members of the pendency of the Action, the terms of the proposed settlement,
26 their rights and deadlines under the settlement; (b) are written in simple
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1 terminology; (c) are readily understandable by Class Members; and (d) comply
2 with the Federal Judicial Center's illustrative class action notices. The Court
3 approves the Class Notice and methodology as described in the Settlement
4 Agreement in all respects, and it hereby orders that notice be commenced
5 pursuant to the dates set forth in this Order.

6 The Settlement Administrator will send the Short-Form Notice by direct
7 U.S. mail, proper postage prepaid, to all reasonably identifiable Class Members,
8 in the form attached to the Settlement Agreement as Exhibit A.

9 The Court further approves, as to form and content, the Short-Form Notice,
10 and the Long-Form Notice. The Court further approves the establishment of an
11 internet website for the settlement. The website shall include the Long-Form
12 Notice, a copy of the Settlement Agreement, the operative complaint, and
13 additional information about the Action and Settlement. FCA shall pay the costs
14 of the Class Notice in accordance with the Settlement Agreement. The Parties are
15 hereby authorized to establish the means necessary to implement the notice and
16 other terms of the Settlement Agreement.

17 9. The Court hereby appoints Kroll Settlement Administration to be the
18 Settlement Administrator pursuant to the terms of the Settlement Agreement.
19 Responsibilities of the Settlement Administrator are found in the Settlement
20 Agreement. Not later than 20 days before the date of the Fairness Hearing, the
21 Settlement Administrator will provide affidavits for the Court, with a copy to
22 Class Counsel and FCA, attesting that Notice was disseminated in a manner
23 consistent with the terms of this Agreement or as otherwise required by the Court
24 and providing a list of persons or entities who have opted out or excluded
25 themselves from the Settlement.

1 **IV. REQUEST FOR EXCLUSION FROM THE CLASS AND**
2 **OBJECTIONS**

3 10. Class Members who wish to be excluded from the Class must submit
4 an opt out or exclusion form which the Settlement Administrator shall make
5 available on the Settlement Website or submit such request in writing. The
6 completed opt out form or written request shall be sent via first class U.S. mail to
7 the specific address as set forth in the Long Form Notice. Any request for
8 exclusion must be submitted no later than forty-five days after the Notice Date.
9 Any request for exclusion will (i) state the Class Member's full name and current
10 address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and
11 the approximate date(s) of purchase or lease, (iii) specifically and clearly state
12 his/her/its desire to be excluded from the Settlement and from the Class, and (iv)
13 be individually and personally signed by the Class Member.

14 11. Class Members who timely and validly exclude themselves from the
15 Class shall not be bound by the Settlement Agreement, the settlement, or the
16 Final Order and Final Judgment, and will be deemed to have waived any rights or
17 benefits under this Agreement. If a potential Class Member files a request for
18 exclusion, he/she/it may not assert an objection to the Settlement Agreement. The
19 Settlement Administrator Settlement Administrator will report the names of all
20 Class Members who have submitted a request for exclusion to the Parties on a
21 weekly basis, beginning thirty days after the Notice Date.

22 12. Any potential Class Member that does not properly and timely
23 exclude himself/herself/itself from the Class shall remain a Class Member and
24 shall be bound by all the terms and provisions of the Settlement Agreement and
25 the settlement and the Final Order and Final Judgment, whether or not such Class
26 Member objected to the Settlement Agreement or submits a Reimbursement
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1 Claim Form(s) or otherwise avails himself/herself/itself of the benefits available
2 in the Settlement Agreement.

3 13. Any Class Member who has not requested exclusion and who
4 wishes to object to the fairness, reasonableness, or adequacy of the Settlement
5 Agreement, or to the requested award of Attorneys' Fees, Costs, and Expenses, or
6 the requested incentive awards to the Class Representatives, must submit a
7 written notice of objection directly to the Court at the address set forth in the
8 Notice, and (ii) have a copy mailed to Class Counsel and FCA US's counsel at
9 the addresses set forth in the Notice, postmarked no later than forty-five days
10 after the Notice Date. To state a valid objection to the Settlement, an objecting
11 Class Member must provide the following information in his, her, or its written
12 objection: (i) the case name and number, i.e., *Thompson v. FCA US LLC*, Case
13 No. 2:21-cv-09815 (C.D. Cal.); (ii) the Class Member's full name, current
14 address, and current telephone number; (iii) the model year and VIN of his /her
15 Class Vehicle(s); (iv) a statement of the objection(s), including all factual and
16 legal grounds for the position and whether the objection applies only to the
17 objector, a part of the Class, or the entire class; (v) copies of any documents the
18 objector wishes to submit in support; (vi) the name and address of the attorney(s),
19 if any, who is representing the objecting Class Member in making the objection
20 or who may be entitled to compensation in connection with the objection; (vii) a
21 statement of whether the Class Member objecting intends to appear at the Final
22 Approval Hearing, either with or without counsel; (viii) the identity of all counsel
23 (if any) who will appear on behalf of the Class Member objecting at the Final
24 Approval Hearing and all persons (if any) who will be called to testify in support
25 of the objection; (ix) the signature of the Class Member objecting, in addition to
26 the signature of any attorney representing the Class Member objecting in
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1 connection with the objection; (x) the date of the objection; (xi) a list of all cases
2 in which the Class member and/or his or her counsel filed or in any way
3 participated – financially or otherwise – in objecting to a class settlement during
4 the preceding five years. If the Class Member or their counsel has not made any
5 such prior objection, the Class Member will affirmatively so state in the written
6 materials provided with the objection.

7 No objection that fails to satisfy these requirements and any other
8 requirements found in the Long-Form Notice shall be considered by the Court.
9 For mailing objections, the Court’s address is as follows:

10 Clerk of Court, United States Courthouse
11 350 W. 1st Street, 6th floor, Courtroom 6D
12 Los Angeles, California 90012-4565

12 **V. FAIRNESS HEARING**

13 14. The Fairness Hearing will be held on _____ at
14 _____ Pacific Time before this Court, at the United States District Court,
15 Central District of California, 350 W. 1st Street, 6th floor, Courtroom 6D, Los
16 Angeles, CA 90012, to consider, inter alia, the following: (a) whether the Class
17 should be certified for settlement purposes; (b) whether the settlement and
18 Settlement Agreement should be finally approved as fair, reasonable and
19 adequate; and (c) Class Counsel’s application for attorneys’ fees, costs and
20 expenses (“Fee Request”) and the Class Representatives’ incentive awards.

21 15. On or before the dates set forth herein, Class Counsel shall file, and
22 Defendant may file, with the Court any memoranda or other materials in support
23 of final approval of the Settlement Agreement, Class Counsel’s fee and expense
24 request.

25 16. If the objecting Class Member intends to appear, in person or by
26 counsel, at the Final Approval Hearing, the objecting Class Member must so state
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in the objection. Any Class Member who does not state his or her intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

17. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the Class Members other than that which may be posted at the Court, on the Court's website, and/or the settlement website at www.fcarecallreimbursement.com.

VI. SETTLEMENT DEADLINES

18. The Court hereby establishes the following schedule, in accordance with the Parties' Settlement Agreement, which shall govern the settlement proceedings in this Action unless continued or otherwise modified by the Court:

EVENT	DEADLINES
Dissemination of Class Notice	Seventy-five (75) days after the Court enters the Preliminary Approval Order
Plaintiffs' Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees, Reimbursement of Expenses, and Request for Plaintiff Service Awards to be Filed with the Court	Fourteen (14) days after Class Notice is Disseminated
Parties' Motion for Final Approval, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	Fourteen (14) days after Class Notice is Disseminated

Deadline for Receipt by the Clerk of All Objections Filed and/or Mailed by Class Members	Forty-five (45) days after Notice to the Class is Disseminated
Deadline for Class Members to Mail their Request to Exclude Themselves (Opt-Out) to Settlement Administrator	Forty-five (45) days after Notice to the Class is Disseminated
Settlement Administrator Shall File List of Opt-Outs and the Results of the Dissemination of the Notice with the Court	Twenty (20) days before the hearing on final approval of the Settlement
Parties' Supplemental Memorandum of Law in Further Support of the Settlement to be Filed with the Court and Response to Objections and Requests for Exclusion from the Class	Fourteen (14) days before the hearing on final approval of the Settlement
Fairness Hearing	September 18, 2025 (At least 120 days after the Court enters the Preliminary Approval Order)

VII. STAY OF LITIGATION

19. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement Agreement, all proceedings in the Action, other than proceedings necessary to carry out or enforce the Settlement Agreement or this Order, are stayed and suspended, until further order from this Court.

20. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement Agreement, no Class Representative or Class Member, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Class), shall commence, continue or prosecute against any of the Released Parties

(as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Settlement Agreement. In addition, all Class Representatives, Class Members and all persons in active concert or participation with Class Members are preliminarily barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit based on or relating to the claims and causes of action in the complaint in the Action or Related Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement Agreement, all Class Representatives and Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Settlement Agreement against any of the Released Parties, and any such Class Representative and Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action as provided for in the Settlement Agreement.

VIII. CONFIDENTIALITY

21. Any information received by the Settlement Notice Administrator, or any other person in connection with the Settlement Agreement that pertains to personal information regarding a particular Class Member (other than objections or requests for exclusion) shall not be disclosed to any other person or entity other than Class Counsel, FCA, FCA's Counsel, the Court, and as otherwise provided in the Settlement Agreement.

1 **IX. OTHER PROVISIONS**

2 22. The Parties are authorized to take all necessary and appropriate steps
3 to establish the means necessary to implement the Settlement Agreement.

4 23. The deadlines set forth in this Order, including, but not limited to,
5 adjourning the Final Approval Hearing, may be extended by Order of the Court,
6 for good cause shown, without further notice to the Class Members – except that
7 notice of any such extensions shall be included on the settlement website
8 [website]. Class Members should check the settlement website regularly for
9 updates and further details regarding extensions of these deadlines.

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

17 25. The Court shall maintain continuing jurisdiction over these
18 settlement proceedings to assure the effectuation thereof for the benefit of the
19 Class.

20 **IT IS SO ORDERED.**

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22 DATE: _____, 2025

23 HON. FERNANDO M. OLGUIN
24 UNITED STATES DISTRICT JUDGE
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