

# Exhibit B

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

CARLOS VICTORINO, *et al.*,  
Plaintiff,  
v.  
FCA US LLC, a Delaware limited liability  
company,  
Defendant.

Case No.: 3:16-CV-01617-GPC-JLB  
Judge: Hon. Gonzalo P. Curiel

**ORDER GRANTING PRELIMINARY  
APPROVAL OF SETTLEMENT,  
PRELIMINARILY CERTIFYING  
SETTLEMENT CLASS AND  
APPROVING CLASS NOTICE**

Date: April 21, 2023\_  
Time: 1:30 p.m.\_  
Place: Courtroom 2D\_

1           **THIS MATTER** having been opened to the Court by Plaintiff’s Unopposed  
2 Motion for Preliminary Approval (“Motion for Preliminary Approval”) of the proposed  
3 Settlement (“Settlement”) in the above Action;

4           **WHEREAS**, this Court has reviewed and considered the Motion for Preliminary  
5 Approval and supporting materials filed by Settlement Class Counsel; and

6           **WHEREAS**, this Court has fully considered the record and the requirements of  
7 law; and good cause appearing;

8           **IT IS THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2023, **ORDERED** that the  
9 Settlement is hereby **PRELIMINARILY APPROVED**. The Court further finds and  
10 orders as follows:

11           1.       The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and  
12 venue is proper in this district.

13           2.       The Court has personal jurisdiction over the Plaintiff, Settlement Class  
14 Members, and the Defendant.

15           3.       To the extent not otherwise defined herein, all defined terms in this Order  
16 shall have the meaning assigned in the Settlement Agreement (“Settlement  
17 Agreement”).

18           4.       The Settlement Agreement is a product of extensive arms’ length  
19 negotiations entered into by experienced counsel and presided over by an experienced  
20 Magistrate Judge. The Settlement Agreement is not the result of collusion.

21           5.       The proceedings that occurred before the Parties reached resolution of this  
22 matter gave counsel the opportunity to adequately assess this case’s strengths,  
23 weaknesses, and the risks to each Party and, thus, to structure the Settlement Agreement  
24 in a way that adequately accounts for those considerations.

25           6.       After careful review of the Settlement Agreement, the Court hereby finds  
26 that the Settlement Agreement is fair, reasonable, and adequate, and has no obvious  
27 deficiencies that preclude preliminary approval. Accordingly, the Court hereby  
28 preliminarily approves all terms of the Settlement Agreement and its Exhibits.

1           7.     The Court preliminarily finds, for settlement purposes only, that all  
2 requirements of Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied. As such, the Court  
3 hereby preliminarily certifies the following Settlement Class:

4                     All persons who, prior to the Preliminary Approval Date,  
5 purchased or leased in California, from an authorized  
6 dealership, a new 2013-2015 Dodge Dart vehicle  
7 equipped with a Fiat C635 manual transmission built on  
8 or before November 12, 2014, primarily for personal,  
9 family, or household purposes.

10                    Excluded from this definition are (1) all owners or lessees  
11 of Class Vehicles who have filed and served litigation  
12 against FCA US asserting problems with the clutch in  
13 Class Vehicles that was pending as of the Notice Date  
14 and who do not dismiss their actions before final  
15 judgment and affirmatively elect to opt-out of the  
16 Settlement. However, owners or lessees of Class  
17 Vehicles who dismiss such litigation and affirmatively  
18 opt-in to the Settlement shall be members of the Class  
19 for all purposes; (2) FCA US's officers, directors,  
20 employees, affiliates and affiliates' officers, directors  
21 and employees; their distributors and distributors'  
22 officers, directors, and employees; and FCA US Dealers  
23 and FCA US Dealers' officers and directors; (3) judicial  
24 officers assigned to the Action and their immediate  
25 family members, and any judicial officers who may hear  
26 an appeal on this matter; (4) all entities and natural  
27 persons who have previously executed and delivered to  
28 FCA US releases of their claims based on clutch failure  
in the Class Vehicles; (5) all parties to litigation against  
FCA US alleging clutch failure in Class Vehicles in  
which final judgment has been entered; and (6) all those  
otherwise in the Class who timely and properly exclude  
themselves from the Class as provided in the Settlement.

8.     The Court conditionally certifies the proposed Settlement Class, and  
preliminarily finds that the requirements of Rule 23(a) are satisfied, for settlement  
purposes only, as follows: (a) Pursuant to Fed. R. Civ. P. 23(a)(1), the members of the

1 Settlement Class are so numerous that joinder of all members is impracticable, (b)  
2 Pursuant to Fed. R. Civ. P. 23(a)(2) and 23(c)(1)(B), there are common issues of law and  
3 fact for the Settlement Class, (c) Pursuant to Fed. R. Civ. P. 23(a)(3), the claims of  
4 Plaintiff Carlos Victorino are typical of the claims of the Settlement Class that he  
5 represents, and (d) Pursuant to Fed. R. Civ. P. 23(a)(4), Plaintiff will fairly and  
6 adequately protect and represent the interests of all members of the Settlement Class as  
7 the Class Representative, and his interests are not antagonistic to those of the Settlement  
8 Class.

9 9. The Court further preliminarily finds that the requirements of Rule  
10 23(b)(3) are satisfied, for settlement purposes only, in that, (a) common questions of law  
11 and fact pertaining to the Settlement Class Members predominate over questions that  
12 may affect only individual members; and (b) a class action is superior to other available  
13 methods for the fair and efficient adjudication of this controversy.

14 10. The Court hereby preliminarily appoints Plaintiff Carlos Victorino to serve  
15 as the Class Representative for the Settlement Class.

16 11. The Settlement Class Representatives and Class are ably represented by  
17 counsel who are experienced and competent in the prosecution of complex class action  
18 litigation and have acted in their best interests. Accordingly, the Court hereby  
19 preliminarily appoints Capstone Law APC and Kiesel Law LLP to serve as Class  
20 Counsel for the Settlement Class.

21 12. The Court also preliminarily appoints Kroll Administration as the Notice  
22 Administrator (hereinafter, "Notice Administrator") to supervise and administer the  
23 Class Notice.

24 13. The Court concludes that, because the action is being settled rather than  
25 litigated, the Court need not consider manageability issues that might be presented by  
26 the trial of a nationwide class action involving the issues in this case. *See Amchem*  
27 *Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

28 14. The Court has reviewed the content of the proposed form of Class Notice

1 attached to the Settlement Agreement as Exhibit A (Short Form Class Notice) and  
2 Exhibit B (Long Form Class Notice), and finds they satisfy Fed. R. Civ. P. 23(c)(2), Fed.  
3 R. Civ. P. 23(e)(1), and Due Process requirements and, accordingly, the Court hereby  
4 approves the proposed Class Notice.

5 15. The Court further approves the proposed method for providing notice of  
6 the Settlement to the Settlement Class Members, as reflected in the plan for Class Notice  
7 in the Settlement Agreement. The Court has reviewed the Class Notice plan and finds  
8 that the Settlement Class Members will receive the best notice practicable under the  
9 circumstances. The Court specifically approves the Parties' proposal that, on an agreed  
10 upon date with the Notice Administrator, but in no event later than \_\_\_\_\_, 2023  
11 [seventy-five (75) days after entry of this order], the Notice Administrator shall cause  
12 individual Class Notice, substantially in the form attached to the Settlement Agreement  
13 as Exhibit A, to be mailed, by first class mail, to the current or last known addresses of  
14 all reasonably identifiable Settlement Class Members (the "Notice Date"). The Court  
15 specifically approves the procedures set forth in the Settlement Agreement for  
16 identifying Settlement Class Members, and for re-mailing notice packets and performing  
17 advanced address searches for Settlement Class Members' addresses if returned as  
18 undeliverable. The Notice Administrator shall establish the Settlement Website as  
19 contemplated by the Settlement Agreement. The Court further approves the payment of  
20 notice costs as provided in the Settlement Agreement.

21 16. The Court finds that these procedures constitute the best notice practicable  
22 under the circumstances, including individual notice to all Class Members who can be  
23 identified with reasonable effort, and constitute valid, due, and sufficient notice to Class  
24 Members in full compliance with the requirements of applicable law, Fed. R. Civ. P.  
25 23(c)(2) and (e)(1), and the Due Process Clause of the United States Constitution.

26 17. Pending final determination of the joint application for approval of the  
27 Settlement Agreement, all proceedings in this Litigation, other than settlement approval  
28 proceedings, shall be stayed.

1           18. The Court directs that, pursuant to Fed. R. Civ. P. 23(e)(2), a final Fairness  
2 Hearing will be held on \_\_\_\_\_, 2023, at \_\_\_\_\_, in Courtroom 2D of the United  
3 States District Court for the Southern District of California, Edward J. Schwartz United  
4 States Courthouse, 221 West Broadway, San Diego, California 92101, to consider: (a)  
5 the grant of final approval of the Settlement pursuant to the terms of the Settlement  
6 Agreement, (b) certification of the Settlement Class, (c) appointment of Plaintiff as the  
7 Settlement Class Representative, (d) appointment of Class Counsel as Settlement Class  
8 Counsel, (e) appointment of Kroll Administration as the Notice Administrator, (f) Class  
9 Counsel's Fee and Expense Application and Plaintiffs' Service Award Application, (g)  
10 any objections and/or requests for exclusion, and (h) entry of a Final Approval Order  
11 and Judgment. The Fairness Hearing may be adjourned by the Court, and the Court may  
12 address the above or other matters, without further notice to the Settlement Class other  
13 than notice that may be issued by the Court and/or on the Court's and settlement  
14 websites.

15           19. The Court directs that no later than \_\_\_\_\_, 2023 [\_\_\_\_\_ days  
16 prior to the Fairness Hearing], Settlement Class Counsel shall file their Motion for Final  
17 Approval of the Settlement. Class Counsel shall move for approval of attorney's fees,  
18 litigation expense reimbursements, and class representative service awards no later than  
19 fourteen (14) calendar days before the deadline to object.

20           20. The Court further directs that no later than \_\_\_\_\_, 2023 [seven (7)  
21 days prior to the Fairness Hearing], Class Counsel may file any supplemental brief in  
22 further support of final approval.

23           21. Any Settlement Class Members wishing to object to the proposed  
24 Settlement or the requests for Class Counsel fees and expenses and/or the Class  
25 Representatives service award, must adhere to the following deadline and procedures for  
26 the objection to be considered:

- 27           a) To object, a Settlement Class Member must, no later than  
28           \_\_\_\_\_, 2023 [sixty (60) days after the Notice Date]

1 (hereinafter, the “Objection Deadline”), file and serve a written  
2 objection, with all supporting documents and/or memoranda, with  
3 the Court and provide copies of the objections to the Notice  
4 Administrator at the address provided in the Short Form Class  
5 Notice. Upon receipt, the Notice Administrator shall promptly  
6 forward copies of all such objections to Class Counsel and counsel  
7 for FCA US. Any objection to the Settlement Agreement must be  
8 individually and personally signed by the Class Member (if the  
9 Class Member is represented by counsel, the objection additionally  
10 must be signed by such counsel).

- 11 b) Any objecting Settlement Class Member must include with  
12 his/her/their/its objection:
- 13 i. the objector’s full name, address, and telephone number;
  - 14 ii. the model year and vehicle identification number of the Class  
15 Member’s Class Vehicle, along with proof that the objector  
16 has owned or leased a Class Vehicle (*e.g.*, a true copy of a  
17 vehicle title, registration, or license receipt);
  - 18 iii. a written statement of all grounds for objection accompanied  
19 by any legal support for such objection;
  - 20 iv. copies of any papers, briefs, or other documents upon which  
21 the objection is based;
  - 22 v. a list of all cases in which the objector and/or his or her counsel  
23 has filed or in any way participated in—financially or  
24 otherwise—objections to a class action settlement in the  
25 preceding five years
  - 26 vi. the name, address, email address, and telephone number of  
27 all attorneys representing the objector; and  
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1                   vii.       a statement indicating whether the objector and/or his or her  
2                                   counsel intends to appear at the Fairness Hearing, and if so, a  
3                                   list of all persons, if any, who will be called to testify in  
4                                   support of the objection.

5                   c)       Any Class Member who does not file a timely written objection to  
6                                   the Settlement and notice of his or her intent to appear at the Fairness  
7                                   Hearing ,or who fails to otherwise comply with the specifications set  
8                                   forth in the Settlement Agreement, shall be foreclosed from seeking  
9                                   any adjudication or review of the Settlement by appeal, collateral  
10                                  attack, or otherwise.

11                   22.     Any Settlement Class Member who wishes to be excluded from the  
12 Settlement Class must submit a request for exclusion (“Request for Exclusion”) to the  
13 Notice Administrator at the address specified in the Class Notice, by first-class mail  
14 postmarked no later than \_\_\_\_\_, 2023 [sixty (60) days after the Notice Date]. Class  
15 Members who wish to be excluded from the Class must do so with respect to all Class  
16 Vehicles they own(ed) or lease(d); Class Members may not exclude themselves from the  
17 Class with respect to some Class Vehicles and include themselves in the Class with respect  
18 to other Class Vehicles.

19                   23.     To be effective, the Request for Exclusion must be sent via first-class U.S.  
20 Mail to the specified address and must:

- 21                   a)       include the Class Member’s full name, address and telephone  
22                                   number;
- 23                   b)       identify the model year and vehicle identification number of the  
24                                   Class Member’s Class Vehicle(s);
- 25                   c)       specifically and unambiguously state his/her/their/its desire to be  
26                                   excluded from the class in *Victorino v. FCA US LLC*; and
- 27                   d)       be individually and personally signed by the Class Member (if the  
28                                   Class Member is represented by counsel, the Request for Exclusion

1                                additionally must be signed by such counsel).

2            24.    Any Class Member who fails to submit a timely and complete Request for  
3 Exclusion to the proper address shall be subject to and bound by this Settlement  
4 Agreement and every order or judgment entered pursuant to this Settlement Agreement.  
5 Any purported Request for Exclusion sent to such address that is ambiguous or internally  
6 inconsistent with respect to the Class Member's desire to be excluded from the Class will  
7 be deemed invalid unless determined otherwise by the Court.

8            25.    The Notice Administrator will receive purported Requests for Exclusion and  
9 will follow guidelines developed jointly by Class Counsel and FCA US's counsel for  
10 determining whether they meet the requirements of a Request for Exclusion. Any  
11 communications from Class Members (whether styled as an exclusion request, an  
12 objection, or a comment) as to which it is not readily apparent whether the Class Member  
13 meant to exclude himself/herself from the Class will be evaluated jointly by Class Counsel  
14 and FCA US's counsel, who will make a good faith evaluation, if possible. Any  
15 uncertainties about whether a Class Member is requesting exclusion from the Class will  
16 be resolved by the Court.

17            26.    The Notice Administrator will maintain a list of all Requests for Exclusion  
18 and shall report the names and addresses of all such entities and natural persons requesting  
19 exclusion to the Court, FCA US's counsel, and Class Counsel seven days prior to the  
20 Fairness Hearing, and the list of entities and natural persons deemed by the Court to have  
21 excluded themselves from the Class will be attached as an exhibit to the Final Order and  
22 Judgment.

23            27.    Each owner or lessee of a Class Vehicle with a pending lawsuit against  
24 Defendant alleging problems with the clutch in a Class Vehicle in which final judgment  
25 has not yet been entered and who dismiss such litigation and affirmatively opt-in to the  
26 Settlement shall be members of the Class for all purposes.

27            28.    The Notice Administrator will maintain a list of all owners or lessees of  
28 Class Vehicles with lawsuits against FCA US alleging problems with the clutch in Class

1 Vehicles pending on the Notice Date in which final judgment has not yet been entered  
2 who opt-in to the Settlement.

3 29. Upon final approval of the Settlement, all Settlement Class Members who  
4 have not timely and properly excluded themselves from the Settlement shall be deemed  
5 to have, and by operation of the Final Order and Judgment shall have, fully and  
6 completely released, acquitted, and discharged all Released Parties from/for all Released  
7 Claims as set forth in the Settlement Agreement.

8 30. Pending the Final Fairness Hearing and the Court's decision whether to  
9 finally approve the Settlement, no Settlement Class Member, either directly,  
10 representatively, or in any other capacity, shall commence, continue, prosecute, continue  
11 to prosecute, or participate in, against any of the Released Parties (as defined in the  
12 Settlement Agreement), any action or proceeding in any court or tribunal asserting any  
13 of the matters, claims or causes of action that are to be released in the Settlement  
14 Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of  
15 this preliminary injunction is necessary and appropriate in aid of the Court's continuing  
16 jurisdiction and authority over the Action.

17 31. In the event the Settlement is not approved by the Court, or for any reason  
18 the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement,  
19 or the Settlement is terminated pursuant to its terms for any reason, then the following  
20 shall apply:

- 21 (a) All orders and findings entered in connection with the Settlement  
22 shall become null and void and have no further force and effect,  
23 shall not be used or referred to for any purposes whatsoever, and  
24 shall not be admissible or discoverable in this or any other  
25 proceeding, judicial or otherwise;
- 26 (b) All of the Parties' respective pre-Settlement claims, defenses and  
27 procedural rights will be preserved, and the parties will be  
28 restored to their positions *status quo ante*;
- (c) Nothing contained in this order is, or may be construed as, any

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admission or concession by or against Defendant, Released Party, or Plaintiffs on any claim, defense, or point of fact or law;

- (d) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders, and public statements, may be used as evidence in this or any other proceeding, judicial or otherwise;
- (e) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, and/or any objections or interventions may be used as evidence; and
- (f) The preliminary certification of the Settlement Class pursuant to this order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily certified.

32. The Parties and their counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement, to the form and content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable and necessary.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_  
Hon. Gonzalo P. Curiel  
United States District Judge