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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ALFONSO and ARLENE MORAN,
individually, and on behalf of a class of
similarly situated individuals,

Plaintiffs,

v.

FCA US LLC, a Delaware limited liability
company,

Defendant.

Case No.: 3:17-CV-02594-JO-AHG

Hon. Jinsook Ohta

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

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** July 3 ~~June~~ 2022, **ORDERED** that the Settlement is hereby
9 **PRELIMINARILY APPROVED**. The Court further finds and orders as follows:

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

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

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

17 4. The Court finds that the settlement is non-collusive, a product of arms'-
18 length negotiations between counsel for Plaintiff and Defendant presided by over by an
19 experienced Magistrate Judge. In reaching this finding of non-collusiveness, the Court
20 considered "subtle signs" of collusion identified by *In re Bluetooth Headset Prod. Liab.*
21 *Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). The Court preliminarily finds that, apart from
22 the agreement on attorneys' fees and costs, which is common in class action settlements,
23 the settlement benefits are not dwarfed by the attorney's fees, and that the Settlement funds
24 do not revert, supporting a finding of non-collusiveness.

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

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

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

8 All current residents of the United States (including
9 territories of the United States) who, prior to the
10 Preliminary Approval Date, purchased or leased new
11 2017-2021 Chrysler Pacifica vehicles equipped with a
12 3.6-liter V6 engine and a 9-speed automatic transmission
that were originally sold in the United States (including
territories of the United States).

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

1 who timely and properly exclude themselves from the
2 Class as provided in the Settlement.

3 8. The Court conditionally certifies the proposed Settlement Class, and
4 preliminarily finds that the requirements of Rule 23(a) are satisfied, for settlement
5 purposes only, as follows: (a) Pursuant to Fed. R. Civ. P. 23(a)(1), the members of the
6 Settlement Class are so numerous that joinder of all members is impracticable, (b)
7 Pursuant to Fed. R. Civ. P. 23(a)(2) and 23(c)(1)(B), there are common issues of law and
8 fact for the Settlement Class, (c) Pursuant to Fed. R. Civ. P. 23(a)(3), the claims of
9 Plaintiffs Alfonso and Arlene Moran are typical of the claims of the Settlement Class
10 that they represent, and (d) Pursuant to Fed. R. Civ. P. 23(a)(4), Plaintiffs will fairly and
11 adequately protect and represent the interests of all members of the Settlement Class as
12 the Class Representatives, and their interests are not antagonistic to those of the
13 Settlement Class.

14 9. The Court further preliminarily finds that the requirements of Rule
15 23(b)(3) are satisfied, for settlement purposes only, in that, (a) common questions of law
16 and fact pertaining to the Settlement Class Members predominate over questions that
17 may affect only individual members; and (b) a class action is superior to other available
18 methods for the fair and efficient adjudication of this controversy. The Court also
19 concludes that, because the action is being settled rather than litigated, the Court need not
20 consider manageability issues that might be presented by the trial of a nationwide class
21 action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S.
22 591, 620 (1997).

23 10. The Court hereby preliminarily appoints Plaintiffs Alfonso and Arlene
24 Moran to serve as the Class Representatives for the Settlement Class.

25 11. The Settlement Class Representatives and Class are ably represented by
26 counsel who are experienced and competent in the prosecution of complex class action
27 litigation and have acted in their best interests. Accordingly, the Court hereby
28

1 preliminarily appoints Capstone Law APC to serve as Class Counsel for the Settlement
2 Class.

3 12. The Court also preliminarily appoints CPT Group as the Claims
4 Administrator (hereinafter, "Settlement Administrator" or "Claims Administrator") to
5 supervise and administer the Class Notice as well as the processing and review of Claims
6 that are timely and properly submitted and comply with the terms of the Settlement.

7 13. This Preliminary Approval Order shall neither preclude nor in any way
8 affect Defendant's rights to assert that this action may not be certified as a class action,
9 other than for settlement purposes only. The Court also concludes that, because the
10 action is being settled rather than litigated, the Court need not consider manageability
11 issues that might be presented by the trial of a nationwide class action involving the
12 issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

13 14. The Court has reviewed the content of the proposed form of Class Notice
14 attached to the Settlement Agreement as Exhibit A (Short Form Class Notice), Exhibit
15 B (Long Form Class Notice), and Exhibit C (Publication Notice), and finds they satisfy
16 Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and Due Process requirements and,
17 accordingly, the Court hereby approves the proposed Class Notice.

18 15. The Court further approves the proposed method for providing notice of
19 the Settlement to the Settlement Class Members, as reflected in the plan for Class Notice
20 in the Settlement Agreement. The Court has reviewed the Class Notice plan and finds
21 that the Settlement Class Members will receive the best notice practicable under the
22 circumstances. The Court specifically approves the Parties' proposal that, on an agreed
23 upon date with the Claims Administrator, but in no event later than September 10, 2022
24 [seventy-five (75) days after entry of this order], the Claims Administrator shall cause
25 individual Class Notice, substantially in the form attached to the Settlement Agreement
26 as Exhibit A, to be mailed, by first class mail, to the current or last known addresses of
27 all reasonably identifiable Settlement Class Members (the "Notice Date"). The Court
28 specifically approves the procedures set forth in the Settlement Agreement for

1 identifying Settlement Class Members, and for re-mailing notice packets and performing
2 advanced address searches for Settlement Class Members' addresses if returned as
3 undeliverable. The Claims Administrator shall establish the Settlement Website as
4 contemplated by the Settlement Agreement. The Court further approves the payment of
5 notice costs as provided in the Settlement Agreement.

6 16. The Court finds that these procedures constitute the best notice practicable
7 under the circumstances, including individual notice to all Class Members who can be
8 identified with reasonable effort, and constitute valid, due, and sufficient notice to Class
9 Members in full compliance with the requirements of applicable law, Fed. R. Civ. P.
10 23(c)(2) and (e)(1), and the Due Process Clause of the United States Constitution.

11 17. The Departments of Motor Vehicles within the United States and Puerto
12 Rico are ordered to provide approval to Experian, or any other company so retained by
13 the parties and/or the Claims Administrator, to release the names and addresses of
14 Settlement Class Members in this action associated with the titles of the Vehicle
15 Identification Numbers at issue in this action for the purposes of disseminating the Class
16 Notice to the Settlement Class Members. Experian is ordered to license, pursuant to
17 agreement between Defendant and Experian and/or the Claims Administrator and
18 Experian, the Settlement Class Members' contact information to Defendant solely for
19 the use of providing Class Notice in this action and for no other purpose.

20 18. Pending final determination of the joint application for approval of the
21 Settlement Agreement, all proceedings in this Litigation, other than settlement approval
22 proceedings, shall be stayed.

23 19. The Court directs that, pursuant to Fed. R. Civ. P. 23(e)(2), a final Fairness
24 Hearing will be held on February 15, 2023, at 9:15 a.m., in Courtroom 4C of the United
25 States District Court for the Southern District of California, Edward J. Schwartz United
26 States Courthouse, 221 West Broadway, San Diego, California 92101, to consider: (a)
27 the grant of final approval of the Settlement pursuant to the terms of the Settlement
28 Agreement, (b) certification of the Settlement Class, (c) appointment of Plaintiffs as the

1 Settlement Class Representatives, (d) appointment of Class Counsel as Settlement Class
2 Counsel, (e) appointment of CPT Group as the Settlement Administrator, (f) Class
3 Counsel's Fee and Expense Application and Plaintiffs' Service Award Application, (g)
4 any objections and/or requests for exclusion, and (h) entry of a Final Approval Order
5 and Judgment. The Fairness Hearing may be adjourned by the Court, and the Court may
6 address the above or other matters, without further notice to the Settlement Class other
7 than notice that may be issued by the Court and/or on the Court's and settlement
8 websites.

9 20. The Court directs that no later than January 11, 2023 [thirty-five (35) days
10 prior to the Fairness Hearing], Settlement Class Counsel shall file their Motion for Final
11 Approval of the Settlement. Class Counsel shall move for approval of attorney's fees,
12 litigation expense reimbursements, and class representative service awards no later than
13 October 26, 2022, fourteen (14) calendar days before the deadline to object.

14 21. The Court further directs that no later than February 8, 2023 [seven (7)
15 days prior to the Fairness Hearing], Class Counsel may file any supplemental brief in
16 further support of final approval.

17 22. Any Settlement Class Members wishing to object to the proposed
18 Settlement or the requests for Class Counsel fees and expenses and/or the Class
19 Representatives service award, must adhere to the following deadline and procedures for
20 the objection to be considered:

- 21 a) To object, a Settlement Class Member must, no later than
22 November 9, 2022 [sixty (60) days after the Notice Date]
23 (hereinafter, the "Objection Deadline"), file and serve a written
24 objection, with all supporting documents and/or memoranda, with
25 the Court and provide copies of the objections to the Claims
26 Administrator at the address provided in the Short Form Class
27 Notice. Upon receipt, the Claims Administrator shall promptly
28 forward copies of all such objections to Class Counsel and counsel

1 for FCA US. Any objection to the Settlement Agreement must be
2 individually and personally signed by the Class Member (if the
3 Class Member is represented by counsel, the objection additionally
4 must be signed by such counsel).

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6 b) Any objecting Settlement Class Member must include with
7 his/her/their/its objection:

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

27 c) Any Class Member who does not file a timely written objection to
28 the Settlement and notice of his or her intent to appear at the Fairness

1 Hearing ,or who fails to otherwise comply with the specifications set
2 forth in the Settlement Agreement, shall be foreclosed from seeking
3 any adjudication or review of the Settlement by appeal, collateral
4 attack, or otherwise.

5 23. Any Settlement Class Member who wishes to be excluded from the
6 Settlement Class must submit a request for exclusion (“Request for Exclusion”) to the
7 Claims Administrator at the address specified in the Class Notice, by first-class mail
8 postmarked no later than November 9, 2022 [sixty (60) days after the Notice Date]. Class
9 Members who wish to be excluded from the Class must do so with respect to all Class
10 Vehicles they own(ed) or lease(d); Class Members may not exclude themselves from the
11 Class with respect to some Class Vehicles and include themselves in the Class with respect
12 to other Class Vehicles.

13 24. To be effective, the Request for Exclusion must be sent via first-class U.S.
14 Mail to the specified address and must:

- 15 a) include the Class Member’s full name, address and telephone
16 number;
- 17 b) identify the model year and vehicle identification number of the
18 Class Member’s Class Vehicle(s);
- 19 c) specifically and unambiguously state his/her/their/its desire to be
20 excluded from the class in *Moran v. FCA US LLC*; and
- 21 d) be individually and personally signed by the Class Member (if the
22 Class Member is represented by counsel, the Request for Exclusion
23 additionally must be signed by such counsel).

24 25. Any Class Member who fails to submit a timely and complete Request for
25 Exclusion to the proper address shall be subject to and bound by this Settlement
26 Agreement and every order or judgment entered pursuant to this Settlement Agreement.
27 Any purported Request for Exclusion sent to such address that is ambiguous or internally
28 inconsistent with respect to the Class Member’s desire to be excluded from the Class will

1 be deemed invalid unless determined otherwise by the Court.

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

11 27. The Claims Administrator will maintain a list of all Requests for Exclusion
12 and shall report the names and addresses of all such entities and natural persons requesting
13 exclusion to the Court, FCA US's counsel, and Class Counsel seven days prior to the
14 Fairness Hearing, and the list of entities and natural persons deemed by the Court to have
15 excluded themselves from the Class will be attached as an exhibit to the Final Order and
16 Judgment.

17 28. Each owner or lessee of a Class Vehicle with a pending lawsuit against
18 Defendant alleging problems with stalling in a Class Vehicle in which final judgment has
19 not yet been entered and who dismiss such litigation and affirmatively opt-in to the
20 Settlement shall be members of the Class for all purposes.

21 29. The Claims Administrator will maintain a list of all owners or lessees of
22 Class Vehicles with lawsuits against FCA US alleging stalling in Class Vehicles pending
23 on the Notice Date in which final judgment has not yet been entered who opt-in to the
24 Settlement.

25 30. Upon final approval of the Settlement, all Settlement Class Members who
26 have not timely and properly excluded themselves from the Settlement shall be deemed
27 to have, and by operation of the Final Order and Judgment shall have, fully and
28 completely released, acquitted, and discharged all Released Parties from/for all Released

1 Claims as set forth in the Settlement Agreement.

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

11 32. In the event the Settlement is not approved by the Court, or for any reason
12 the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement,
13 or the Settlement is terminated pursuant to its terms for any reason, then the following
14 shall apply:

- 15 (a) All orders and findings entered in connection with the Settlement
16 shall become null and void and have no further force and effect,
17 shall not be used or referred to for any purposes whatsoever, and
18 shall not be admissible or discoverable in this or any other
19 proceeding, judicial or otherwise;
- 20 (b) All of the Parties' respective pre-Settlement claims, defenses and
21 procedural rights will be preserved, and the parties will be
22 restored to their positions *status quo ante*;
- 23 (c) Nothing contained in this order is, or may be construed as, any
24 admission or concession by or against Defendant, Released
25 Party, or Plaintiffs on any claim, defense, or point of fact or law;
- 26 (d) Neither the Settlement terms nor any publicly disseminated
27 information regarding the Settlement, including, without
28 limitation, the Class Notice, court filings, orders, and public
statements, may be used as evidence in this or any other
proceeding, judicial or otherwise;

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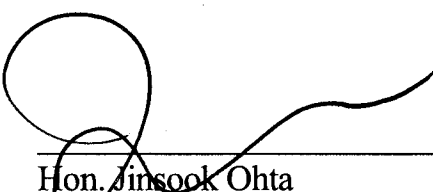
- (e) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, and/or any objections or interventions may be used as evidence; and

- (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.

33. 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: 7/13/22



Hon. Jinsook Ohta
United States District Judge