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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

CLASS ACTION

Hon. Jinsook Ohta

**[PROPOSED] FINAL
APPROVAL ORDER AND
ORDER TO ENTER
JUDGMENT**

1 Having considered Plaintiffs’ Motion for Final Approval of Class Action
2 Settlement (Dkt. 119) and attachments thereto (the “Motion”), which include the
3 parties’ Settlement Agreement (“Settlement Agreement”) and supporting
4 Declarations; Class Counsel’s Fee and Expense Application and Plaintiffs’ Service
5 Award Application (Dkt. 116) and exhibits thereto; the Declaration of Tarek H.
6 Zohdy and exhibits thereto; and the Court, having previously granted preliminary
7 approval of the Class Settlement on July 13, 2022 and, pursuant to the Amended
8 Order Granting Preliminary Approval of Settlement, Preliminarily Certifying
9 Settlement Class, and Approving Class Notice (“Preliminary Approval Order”)
10 (Dkt. 115), provisionally certifying, for settlement purposes only, the proposed
11 Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil
12 Procedure, and having directed the dissemination of Class Notice pursuant to the
13 approved plan for Class Notice, which the Court has determined to be the best notice
14 practicable under the circumstances and comporting in all respects with Fed. R. Civ.
15 P. 23(e) and due process; and the Court, being satisfied that Class Notice has been
16 disseminated timely and properly; and the Court, having received no objections to
17 the proposed Class Settlement, and having held a final fairness hearing on February
18 15, 2023; and the Court, having carefully considered all of the submissions and
19 arguments of the parties and being fully advised in the premises, hereby finds and
20 orders as follows:

21 1. **Certification of Class.** The Court finds that, for purposes of
22 Settlement, the applicable prerequisites for class action treatment under Fed. R. Civ.
23 P 23(a) and 23(b)(3) are satisfied, to wit: The Settlement Class as defined in Section
24 I.L. of the Settlement Agreement, as well as below, are so numerous that joinder of
25 all members is not practicable; questions of law and fact are common to the
26 Settlement Class; the Settlement Class Representatives’ claims are typical of the
27 Settlement Class’s claims; the Settlement Class Representatives and Class Counsel
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1 have fairly and adequately represented, and will continue to fairly and adequately
2 represent, the interests of the Settlement Class; questions of law and fact common to
3 the Settlement Class predominate over any questions affecting only individual
4 members; and a class action is superior to other available methods for fairly and
5 efficiently adjudicating this controversy. The Court need not consider manageability
6 issues that might be presented by the trial of a nationwide class action involving the
7 issues in this case because the action is being settled rather than litigated. *See*
8 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *In re Hyundai & Kia*
9 *Fuel Econ. Litig.*, 926 F.3d 539, 556, 568 (9th Cir. 2019) (en banc).

10 **2. Notice of the Class Action Settlement.** The Court finds that, as
11 demonstrated by the Declaration of Jeremy Talavera and counsel’s submissions, Notice
12 to the Settlement Class was timely and properly effectuated in accordance with
13 Fed. R. Civ. P. 23(e) and the approved Class Notice plan set forth in the Court’s
14 Preliminary Approval Order. The Court also finds that said Notice constitutes the
15 best notice practicable under the circumstances and satisfies all Rule 23(e) and due
16 process requirements.

17 **3. CAFA Notice.** The Court finds that, in accordance with the Class
18 Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”), and as set forth by the
19 Declaration of Jeremy Talavera, FCA US properly and timely caused to be mailed a
20 copy of the proposed class action Settlement and all other documents required by
21 law to the Attorney General of the United States and the State Attorneys General in
22 each jurisdiction where class members reside. No Attorney General has filed
23 objections to the Settlement.

24 **4. Defined Terms of the Settlement Agreement.** Unless otherwise
25 defined herein, the terms used in this Order shall have the same meaning as set forth
26 in the Settlement Agreement, if defined therein.

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1 **5. The Settlement is Fair, Reasonable and Adequate.** The Court finds
2 the Settlement satisfies Fed. R. Civ. P. 23 in all respects and is fair, reasonable,
3 and adequate. The Court finds the Settlement provides substantial benefits to the
4 Class, including the following:

5 (a) Defendant expanded the Class Vehicles' 5-year/60,000-mile powertrain
6 warranty to include the crankshaft position sensor, thereby extending coverage for
7 repair or replacement of engine crankshaft synchronization sensors;

8 (b) The Settlement provides for reimbursement to Class Members for their
9 out-of-pocket costs paid to repair their Class Vehicle's crankshaft position sensors
10 if the Class Members purchased or leased their Class Vehicles more than five (5)
11 years before the Effective Date of Settlement and before the Class Vehicle reached
12 60,000 miles;

13 (c) FCA shall certify that all replacement crankshaft position sensors
14 installed from the date of Final Settlement Approval are Part Number 68079375AD,
15 or a subsequent iteration; and

16 (d) Class Members are entitled to an expedited, binding Arbitration for claims
17 seeking a vehicle repurchase or replacement based in whole or in part on alleged defects
18 in the Class Vehicles related to stalling.

19 6. The Settlement is particularly beneficial and appropriate when
20 considering the facts and circumstances of this case, the claims and defenses
21 asserted, and the risks of non-recovery or reduced recovery, non-class certification,
22 and potential recovery delays associated with continued litigation of these claims.

23 **7. The Settlement is the Result of Extensive Arm's-Length**
24 **Negotiations and is Not the Product of Collusion.** The Court further finds that the
25 Settlement was entered into as a result of extensive arm's-length negotiations of
26 highly disputed claims, among experienced class action counsel on both sides. The
27 Settlement was also negotiated with the assistance of an experienced and highly
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1 respected Magistrate Judge, Alison H. Goddard. The Settlement was entered into
2 with a sufficient understanding by counsel of the strengths and weaknesses of their
3 respective cases, and of the potential risks versus benefits of continued litigation,
4 including but not limited to the ability to establish and burden of establishing
5 liability, alleged damages, class certification, and maintenance of class certification
6 through trial and appeal.

7 8. The Court has considered the factors discussed in *In re Bluetooth*
8 *Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) and related decisions,
9 and finds the Settlement was entered into in good faith and was not the product of
10 any collusion between the parties or counsel, whether subtle or otherwise. The Court
11 finds that, despite a “clear-sailing” provision, which is common in class action
12 settlements, the Settlement benefits are not dwarfed by the attorneys’ fees and the
13 Settlement funds do not revert, further supporting a finding of non-collusiveness,
14 and that attorneys’ fees and expenses were not negotiated until after the parties had
15 reached an agreement on the material terms of the Settlement.

16 9. As set forth in the Settlement Agreement, the Court finds that the
17 Settlement does not and shall not constitute any admission, acknowledgement, or
18 evidence of any wrongdoing or liability on the part of Defendant or any Released
19 Party, or of the merit of any claim or allegation that was or could have been asserted
20 in this Action.

21 10. **Objections and Requests for Exclusion.** There are approximately
22 725,817 Settlement Class Members. Class Notice was timely and properly
23 implemented pursuant to the Preliminary Approval Order. The Court has received
24 no objections to the Settlement. In addition, only 194 Settlement Class Members
25 submitted timely and valid requests for exclusion from the Settlement. The Court
26 finds that the lack of objections and small number of exclusion requests demonstrate
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1 strongly that the Class favors the Settlement, which further supports the finding
2 herein that the Settlement is fair, reasonable, and adequate.

3 11. The Court has considered, and hereby determines, that the 88 requests
4 for exclusion collectively identified in the Supplemental Declaration of Jeremy
5 Talavera dated February 20, 2023, are invalid because they are late and/or deficient.
6 These requests for exclusion are hereby rejected.

7 **IT IS THEREFORE ORDERED THAT:**

8 The Court certifies, for the purpose of this Settlement, a Settlement
9 Class consisting of the following:

10 All current residents of the United States (including
11 territories of the United States) who, prior to the
12 Preliminary Approval Date, purchased or leased new
13 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-
14 liter V6 engine and a 9-speed automatic transmission that
15 were originally sold in the United States (including
16 territories of the United States).

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

1 FCA alleging stalling in Class Vehicles in which final
2 judgment has been entered; and (f) all those otherwise in
3 the Class who timely and properly exclude themselves
4 from the Class as provided in the Settlement.

5 12. The Class certified for the purposes of settlement satisfies all of the
6 requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3). The Court
7 finds that (a) the Class of 725,817 Class Members is sufficiently numerous so that
8 joinder would be impracticable; (b) that primary issues in this litigation, namely,
9 whether Class Vehicles suffer from defects related to the stalling defect, whether and
10 when Defendant had knowledge of the alleged defect, whether Defendant had a legal
11 obligation to disclose the defect, and whether Defendant had the legal obligation to
12 repair the defect under warranty, are common to the Class; (c) Plaintiffs' claims are
13 co-extensive with that of Class Members and are thus typical; (d) Plaintiffs and Class
14 Counsel have adequately represented the Class, and there is no conflict between
15 Plaintiffs and Class Counsel and other Class Members. The Court also finds a
16 common nucleus of facts regarding the alleged omissions and warranty claims
17 predominate over individual issues, and that a class action is superior because the
18 Settlement obviates the need for further litigation or trial.

19 13. The Settlement Agreement submitted by the Parties is, in all respects,
20 finally approved pursuant to Fed. R. Civ. P. Rule 23(e) as fair, reasonable, adequate,
21 and in the best interest of the Settlement Class.

22 14. The Court excludes from the Settlement and Release, on the basis of
23 their timely and valid requests for exclusion, the 194 Settlement Class Members
24 identified in the Declaration of Jeremy Talavera. All other requests for exclusion are
25 hereby rejected.

26 15. The Parties are directed to perform all obligations under the Settlement
27 Agreement in accordance with its terms.
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1 16. The Parties and each person or entity within the Settlement Class are
2 hereby bound in all respects by the terms and conditions of the Settlement
3 Agreement, including but not limited to the Released Claims against all Released
4 Parties contained therein, except for those persons or entities who have duly and
5 timely excluded themselves from the Settlement.

6 17. The Action is hereby dismissed, with prejudice and without costs.

7 18. This Final Approval Order has been entered without any admission by
8 any Party as to the merits of any allegation in this Action and shall not constitute a
9 finding of either fact or law as to the merits of any claim or defense that was or
10 could have been asserted in the Action. Nothing in this Final Approval Order
11 and Judgment, the Settlement Agreement, the underlying proceedings, or any
12 documents, filings, submissions or statements related thereto, is or shall be
13 deemed, construed to be, or argued as, an admission, or evidence, of any liability,
14 wrongdoing or responsibility on the part of the Defendant or any Released Party,
15 or of any allegation or claim asserted in this Action, all of which are expressly denied
16 by Defendant.

17 19. The Released Claims, as set forth in the Settlement Agreement, are
18 hereby fully, finally, and forever deemed released, discharged, acquitted,
19 compromised, settled, and dismissed with prejudice against Defendant and all
20 Released Parties. Thus, upon the Effective Date of the Settlement, and except for the
21 rights and entitlements created by the Settlement, including those under Section II
22 of the Settlement Agreement, the Plaintiffs and each Class Member shall be deemed
23 to have, and by operation of the Final Order and Judgment shall have, released,
24 waived, and discharged the Released Parties from his, her, or its Released Claims as
25 defined in the Settlement, except with respect to claims that qualify for the
26 Arbitration Program. This release, and the rights and entitlements created by this

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1 Settlement, including those under Section II, will run with the vehicle if the Class
2 Member sells the Class Vehicle.

3 20. The Court, having conditionally appointed Plaintiffs Alfonso and
4 Arlene Moran as representatives of the Settlement Class (“Settlement Class
5 Representatives”) in the Preliminary Approval Order, hereby grants final approval
6 of, and appoints, Alfonso and Arlene Moran as Settlement Class Representatives.
7 The Court approves and awards \$10,000 to each Plaintiff for their services on behalf
8 of the Class. The Court finds the Class Representatives have diligently represented
9 the Class’s interests throughout the litigation and do not have an actual conflict with
10 the Class Members

11 21. The Court, having conditionally appointed Class Counsel for the
12 Settlement Class in the Preliminary Approval Order, hereby grants final approval of,
13 and appoints, the law firm of Capstone Law APC as Class Counsel for the
14 Settlement Class (“Class Counsel” or “Settlement Class Counsel”). The Court finds
15 Class Counsel does not have an actual conflict with the Class Members and have
16 diligently represented the Class’s interests throughout the litigation. The Court
17 awards \$835,000 in attorneys’ fees and expenses to Class Counsel.

18 22. The Court, having conditionally approved CPT Group as the Settlement
19 Administrator, hereby grants final approval of, and appoints, CPT Group as the
20 Settlement Administrator to effectuate its duties and responsibilities set forth in
21 the Settlement Agreement. After the Effective Date, Defendant may retain a
22 different Claims Administrator with the agreement of Class Counsel, or, absent
23 agreement, with approval of the Court on a showing of good cause.

24 23. The Court has carefully reviewed, and hereby approves, the request for
25 a service award of ten thousand dollars (\$10,000.00) each to Plaintiffs Alfonso and
26 Arlene Moran as reasonable payments for their efforts as Settlement Class
27 Representatives on behalf of the Settlement Class, said service award to be paid by
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1 Defendant in the manner provided in the Settlement Agreement. Said payment shall
2 duly, completely, and forever satisfy, release, and discharge any and all obligations
3 of Defendant, and any Released Party, with respect to the Settlement Class
4 Representative service awards.

5 24. In addition, the Court has carefully reviewed, and hereby approves,
6 Class Counsel's request for an award of reasonable attorneys' fees, costs and
7 expenses in the collective combined total amount of eight hundred and thirty-five
8 thousand dollars (\$835,000.00) (collectively, the "Fee and Expenses Award"),
9 which amount shall be paid by Defendant within the time, and in the manner,
10 set forth in the Settlement Agreement. The Court finds said Fee and Expense Award
11 to be reasonable and consistent with applicable law. The payment by Defendant of
12 said Fee and Expense Award shall constitute full and complete satisfaction of, and
13 shall duly, completely, and forever release and discharge the Defendant and all
14 Released Parties from, and with respect to, any and all obligations for the payment
15 of any and all attorney fees, costs, and expenses in connection with this Action
16 and controversy.

17 25. Without further order of the Court, the Parties may agree to reasonably
18 necessary extensions of time to carry out any of the provisions of the Settlement
19 Agreement, this Order, and any obligations thereunder.

20 26. Plaintiffs and each and every Settlement Class Member (other than the
21 194 Settlement Class Members who submitted timely and valid requests for
22 exclusion, the), are hereby permanently barred and enjoined from commencing or
23 prosecuting any action, suit, proceeding, claim, or cause of action asserting the
24 Released Claims in any court or before any tribunal. This permanent bar and
25 injunction is necessary to protect and effectuate the Settlement Agreement, this Final
26 Approval Order and Judgment, and this Court's authority to enforce and effectuate
27 the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to
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1 protect its judgments. However, this provision will not bar any communications
2 with, or compliance with requests or inquiries from, any governmental authorities.

3 27. All Class Members who have not made their objections to the
4 Settlement in the manner provided in the Class Notice are deemed to have waived
5 any objections by appeal, collateral attack, or otherwise.

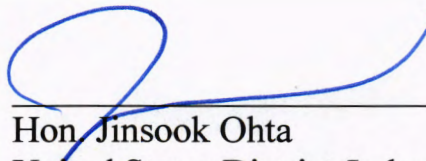
6 28. Without affecting the finality of the Final Approval Order and Final
7 Judgment thereon in any way, the Court retains continuing and exclusive
8 jurisdiction over the Parties, including all Class Members, to enforce the terms of
9 the Final Approval Order and Final Judgment, and shall have continuing jurisdiction
10 over the construction, interpretation, implementation, and enforcement of the
11 Settlement Agreement.

12 29. The Court finds that no just reason exists for delay in entering the Final
13 Judgment. Accordingly, the Clerk is hereby directed to enter Final Judgment.

14
15 IT IS SO ORDERED.

16 Dated: _____

2/21/23



17 Hon. Jinsook Ohta
18 United States District Judge