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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10
11 ALFONSO and ARLENE MORAN,
12 individually, and on behalf of a class of
similarly situated individuals,

13 Plaintiffs,

14 v.

15 FCA US LLC, a Delaware limited liability
16 company,

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

Hon. Jinsook Ohta

**DECLARATION OF TAREK H.
ZOHDY IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 15, 2023

Time: 9:15 a.m.

Place: Courtroom 4C
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DECLARATION OF TAREK H. ZOHDY

I, Tarek H. Zohdy, hereby declare:

1. I am an attorney at law duly licensed to practice before the courts of the State of California and all Federal District Courts in California. I am also a Senior Counsel at Capstone Law APC (“Plaintiff’s Counsel”), counsel of record for Plaintiffs Alfonso and Arlene Moran (“Plaintiffs”) in the above-captioned action. Unless the context indicates otherwise, I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify competently thereto. I make this declaration in support of the Motion for Final Approval of Class Action Settlement.

OVERVIEW OF THE LITIGATION AND SETTLEMENT NEGOTIATIONS

2. This action was initially filed by Plaintiffs Ryan and Sarah Wildin, on December 30, 2017.

3. Plaintiffs Wildin reached out to Defendant FCA US LLC (“Defendant” or “FCA”) requesting that Defendant repurchase their vehicle under the California Lemon Law because they felt unsafe in their vehicle, which they contended continued to fail.

4. Without admitting liability, FCA agreed to repurchase their vehicle pursuant to the California Lemon Law and permit the putative class to file a SAC with new plaintiffs.

5. The Wildin Plaintiffs filed their Motion of Voluntary Dismissal on October 24, 2018.

6. Plaintiffs Alfonso and Arlene Moran filed the operative Second Amended Complaint (“SAC”) on October 15, 2018.

7. Plaintiffs asserted material omissions claims under the California Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.* (“CLRA”) and the California Unfair Business Practices Act, Business and Professions Code section 17200 *et seq.*, alleging that FCA had a duty to disclose the existence of the Stalling Defect because it

1 was a material fact in Defendant's exclusive or superior knowledge and that FCA failed to
2 disclose and actively concealed those material facts from the Class. Plaintiffs also raised
3 breach of implied warranty claims under the Song-Beverly Consumer Warranty Act,
4 California Civil Code section 1791 *et seq.*, and the Magnuson-Moss Warranty Act, 15
5 U.S.C. § 2301 *et seq.* They also brought an unjust enrichment claim.

6 8. FCA filed its Answer and Affirmative Defenses to Plaintiffs' SAC on
7 November 5, 2018. (*See* Dkt. No. 33.) The parties thereafter engaged in extensive discovery,
8 including FCA's rolling production of documents consisting of over 100,000 pages and
9 depositions of the named Plaintiffs, as well as depositions of six FCA personnel.

10 9. In light of this continued discovery, the parties participated in multiple
11 settlement conferences, beginning on September 14, 2020. They elected to mediate this case
12 before Magistrate Judge Allison H. Goddard, and settlement video conferences were held
13 on November 18, 2020. The case did not settle at that time.

14 10. On January 28, 2021, the Court granted a joint motion to continue pretrial
15 deadlines in order to facilitate settlement efforts and scheduled a settlement conference for
16 February 12, 2021. The parties were unable to settle, but the Court continued the settlement
17 conference in order to continue settlement discussions on March 1, 2021.

18 11. The parties again continued to discuss settlement following the March 1, 2021
19 session before Magistrate Judge Goddard.

20 12. On March 15, 2021, another mandatory settlement conference was
21 held, after which Magistrate Judge Goddard issued a Mediator's Proposal in an
22 effort to enable settlement. Thereafter, the parties jointly moved for a stay on the
23 basis that they had conducted multiple mediations before Magistrate Judge
24 Goddard and believed a settlement was attainable if given additional time to
25 confirm whether the mediator's proposal could be accepted. On April 19, 2021,
26 the Court subsequently granted the parties' motion to stay the case for 60 days,
27 pending settlement discussions. On June 16, 2021, the parties filed a notice of
28 settlement, having reached an agreement in principle to resolve all claims between

1 Plaintiffs and FCA pending in this action.

2 13. The settlement is set forth in complete and final form in the Settlement
3 Agreement. A true and correct copy of the Settlement Agreement is attached hereto as
4 **Exhibit 1.**

5 **PLAINTIFFS THOROUGHLY INVESTIGATED THE CLAIMS AND DEFENSES**

6 14. Both before and after the action was filed, Plaintiffs thoroughly investigated
7 and researched their claims, which allowed Plaintiffs' Counsel to better evaluate FCA's
8 representations and omissions concerning the Stalling Defect. Among other tasks, Plaintiffs
9 fielded hundreds of inquiries from putative Class Members and investigated many of their
10 reported claims. They consulted and retained both liability and damages experts to assist
11 them in identifying the exact defect, devise a fix, and quantify the damages suffered by the
12 class for the purpose of filing a motion for class certification.

13 15. Plaintiffs also researched publicly available materials and information
14 provided by the National Highway Traffic Safety Administration ("NHTSA") concerning
15 consumer complaints about the Class Vehicles. They reviewed and researched consumer
16 complaints and discussions of -related problems in articles and forums online, in addition to
17 various manuals and technical service bulletins ("TSBs") discussing the alleged defect.
18 Finally, they conducted research into the various causes of actions and other similar
19 automotive actions.

20 16. In response to Plaintiffs' written discovery efforts, Plaintiffs received over **one**
21 **hundred thousand pages of documents**, including spreadsheets with thousands of rows of
22 data, owners' manuals, maintenance and warranty manuals, internal FCA investigation
23 reports, TSBs, field reports, warranty data, etc.

24 17. In addition to written discovery, Plaintiffs took the depositions of FCA
25 corporate representatives Jim Bielenda (Manager of Product Investigations) and Vasil
26 Germanski (Manager of the Systemic Quality Team), as well as FCA employees Douglas
27 Swider, Alexander Sherman, Julian John, and James Kohut.

28 18. Finally, over the course of litigation, Plaintiffs responded to hundreds of Class

1 Members who contacted Plaintiffs' Counsel to report problems with their Class Vehicles and
2 seek relief. Plaintiffs' Counsel also conducted detailed interviews with Class Members
3 regarding their pre-purchase research, their purchasing decisions, and their repair histories,
4 and developed a plan for litigation and settlement based in part on Class Members' reported
5 experiences with their Class Vehicles and with FCA dealers.

6 **SETTLEMENT BENEFITS AND RECOGNITION OF DIFFICULTIES ASSOCIATED WITH**
7 **LITIGATION**

8 19. My colleagues and I have been responsible for the prosecution of this
9 Action and for the negotiation of the Settlement Agreement. We have vigorously
10 represented the interests of the Class Members throughout the course of the
11 litigation and settlement negotiations.

12 20. The Settlement is an excellent result, as it provides the Class with
13 valuable relief, including: (1) extended coverage for repair or replacement of
14 engine crankshaft synchronization sensors under FCA US LLC's Powertrain
15 Limited Warranty, which extends five years from the date of a Class Member's
16 purchase or lease of a Class Vehicle, or until that vehicle has an odometer reading
17 of 60,000 miles, whichever occurs first; (2) reimbursement to Class Members for
18 their out-of-pocket costs paid to repair their Class Vehicle's crankshaft position
19 sensors if the Class Members purchased or leased their Class Vehicles more than
20 five (5) years before the Effective Date of Settlement and before the Class Vehicle
21 reached 60,000 miles; (3) FCA's certification that all replacement crankshaft
22 position sensors installed from the date of Final Settlement Approval are Part
23 Number 68079375AD, or a subsequent iteration; and (4) entitlement to an
24 expedited, binding Arbitration for claims seeking a vehicle repurchase or
25 replacement based in whole or in part on alleged defects in the Class Vehicles
26 related to stalling.

27 21. Plaintiffs remain convinced that their case has merit but recognize the
28 substantial risk that comes along with continued litigation. Based on our

1 investigation and review of information and evidence produced by FCA, and in
2 consideration of the risks of continued litigation and the relative strengths and
3 weaknesses of Plaintiffs' claims and FCA's defenses, we have concluded that the
4 Settlement represents an excellent result for Class Members.

5 **QUALIFICATIONS TO SERVE AS CLASS COUNSEL**

6 22. Capstone is one of California's largest plaintiff-only labor and
7 consumer law firms. With over twenty-five seasoned attorneys, Capstone has the
8 experience, resources, and expertise to successfully prosecute complex
9 employment and consumer actions.

10 23. Capstone's accomplishments since its creation in 2012 are set forth in
11 the firm resume. A true and correct copy of Capstone's firm resume is attached
12 hereto as **Exhibit 2**.

13 24. Capstone, as lead or co-lead counsel, has obtained final approval of
14 sixty class actions valued at over \$100 million dollars. Recognized for its active
15 class action practice and cutting-edge appellate work, Capstone's recent
16 accomplishments have included three of its attorneys being honored as California
17 Lawyer's Attorneys of the Year in the employment practice area for 2014 for their
18 work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.
19 4th 348 (2014).

20 25. Capstone has an established practice in automotive defect class
21 actions and is currently appointed sole class counsel, following contested class
22 certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670
23 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-
24 8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019). Capstone has
25 negotiated numerous class action settlements providing relief to owners/lessees
26 the last five years. *See, e.g., Patrick v. Volkswagen Group of America, Inc.*, No.
27 8:19-cv-1908 (C.D. Cal., September 28, 2021) (finally approving settlement for
28 Volkswagen GTI drivers with alleged stalling defect); *Weckwerth, et al. v. Nissan*

1 *North America, Inc.*, No. 3:18-cv-00588 (M.D. Tenn, Mar. 10, 2020) (finally
2 approving settlement on behalf of millions of Nissan drivers with alleged
3 transmission defects); *Wylie, et al. v. Hyundai Motor America*, No. 8:16-cv-02102-
4 DOC (C.D. Cal. Mar. 02, 2020) (finally approving settlement on behalf of tens of
5 thousands of Hyundai drivers with alleged transmission defects); *Granillo v. FCA*
6 *US LLC*, No. 16-00153-FLW (D. N.J. Feb. 12, 2019); *Morishige v. Mazda Motor*
7 *of Am., Inc.*, No. BC595280 (Los Angeles Sup. Ct. Aug. 20, 2019); *Falco v.*
8 *Nissan N. Am. Inc.*, No. 13-00686-DDP (C.D. Cal. July 16, 2018), Dkt. No. 341
9 (finally approving settlement after certifying class alleging timing chain defect on
10 contested motion); *Vargas v. Ford Motor Co.*, No. CV12-08388 AB (FFMX), 2017
11 WL 4766677 (C.D. Cal. Oct. 18, 2017) (finally approving class action settlement
12 involving transmission defects for 1.8 million class vehicles); *Batista v. Nissan*
13 *N.Am., Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally
14 approving class action settlement alleging CVT defect); *Chan v. Porsche Cars*
15 *N.A., Inc.*, No. No. 15-02106-CCC (D. N.J. Oct. 6, 2017), Dkt. 65 (finally
16 approving class action settlement involving alleged windshield glare defect); *Klee*
17 *v. Nissan N. Am., Inc.*, No. 12-08238-AWT, 2015 WL 4538426, at *1 (C.D. Cal.
18 July 7, 2015) (settlement involving allegations that Nissan Leaf's driving range,
19 based on the battery capacity, was lower than was represented by Nissan); *Asghari*
20 *v. Volkswagen Group of America, Inc.*, Case No. 13-cv-02529-MMM-VBK, 2015
21 WL 12732462 (C.D. Cal. May 29, 2015) (class action settlement providing repairs
22 and reimbursement for oil consumption problem in certain Audi vehicles).

23 CONCLUSION

24 26. As a result of this litigation, all current and former owners receive
25 substantial benefits from the Settlement. Based on my experience, the Settlement
26 is fair, reasonable, and adequate, and treats all Class Members equitably. I ask that
27 the Court approve the Settlement achieved on behalf of the Class resulting from
28 this hard-fought and technical litigation.

1 27. This conclusion is separately endorsed by the settlement class—no
2 Class Members objected to the Settlement, and only a relative handful have opted
3 out.

4 I declare under penalty of perjury under the laws of United States of
5 America that the foregoing is true and correct.

6 Dated: January 11, 2023



Tarek H. Zohdy

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EXHIBITS TO DECLARATION OF TAREK H. ZOHDY

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EXHIBIT 1

Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Stipulation and Agreement of Settlement (“Settlement Agreement” or “Settlement”) is entered into by and among the named Plaintiffs Arlene Moran and Alfonso Moran (hereinafter the “Named Plaintiffs”, or “Class Representatives” or “Plaintiffs”), and Defendant, FCA US LLC (hereinafter “Defendant” or “FCA US”), by and through their respective counsel.

RECITALS

WHEREAS, on or about December 30, 2017, an action entitled *Wildin et al. v. FCA US LLC* was filed in the United States District Court for the Southern District of California, with case number 3:17cv2594.

WHEREAS, on or about October 15, 2018, the action was retitled *Moran et al. v. FCA US LLC* with the filing of a Second Amended Complaint in the United States District Court for the Southern District of California, with case number 3:17cv2594 (“*Moran*”);

WHEREAS, the *Moran* complaint alleged causes of action against FCA US for violating California’s consumer protection laws, and breach of implied warranty under the Song-Beverly Consumer Warranty Act. The complaint alleged that certain defects in 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission caused the Class Vehicles to suddenly lose power, shut off, or stall without warning. In the Complaint, Plaintiffs sought certification of a nationwide class of owners and lessees of 2017-2021 Chrysler Pacificas;

WHEREAS, the Settling Parties engaged in significant discovery, including review of voluminous documents and related databases produced by FCA US; numerous written

discovery requests; the depositions of six (6) FCA US personnel; the deposition of all of the Named Plaintiffs; the deposition of all of Plaintiffs' expert witnesses;

WHEREAS, Class Counsel conducted a thorough investigation and evaluation of the facts and law relating to the claims asserted to determine how best to serve the interests of the Named Plaintiffs and the Class;

WHEREAS, counsel for the Settling Parties conducted extensive arm's-length negotiations, including four (4) sessions in which Magistrate Judge Allison H. Goddard participated as a mediator regarding the substance and procedure of a possible class settlement prior to entering into this Settlement Agreement;

WHEREAS, the Plaintiffs, as well as Class Counsel, believe the Released Claims have merit. The Plaintiffs and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings that would be necessary to prosecute the Released Claims against FCA US through trial and appeals, and the importance of providing timely relief to Class Members whose vehicles are aging. The Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Plaintiffs and Class Counsel are mindful of the burdens of proof under, and possible defenses to, the Released Claims. The Plaintiffs and Class Counsel believe that the proposed Settlement confers substantial benefits upon the Class. Based on their evaluation of all of these factors, the Plaintiffs and Class Counsel have determined that the Settlement is in the best interests of the Class and represents a fair, reasonable, and adequate resolution of the Litigation; and

WHEREAS, FCA US denies any liability to the Plaintiffs and the Class. FCA US has taken thorough discovery concerning the claims asserted by the Plaintiffs and believes it has meritorious defenses to all of the claims raised in this Litigation. Nevertheless, FCA US recognizes and acknowledges the expense and length of continued proceedings that would be necessary to defend the Litigation through trial and appeals. In agreeing to enter into this Settlement, FCA US also has taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties that, subject to approval of the Court, the Litigation and Released Claims shall be fully and finally compromised, settled, and released, and that the Litigation will be dismissed with prejudice subject to and upon the terms and conditions described below.

I. DEFINITIONS

In addition to words and terms defined elsewhere in this Stipulation and Agreement of Settlement, the following words and terms shall have the definitions stated in this Article

A. “Action” or “Litigation”

“Action,” or “Litigation” means *Moran et al. v. FCA US LLC*, Case No. 3:17cv2594.

B. “Approval Date”

“Approval Date” means the date on which the Court issues the Final Order and Judgment described in Section III.F, below.

C. “Arbitration Claimant”

“Arbitration Claimant” refers to any Class Member who has filed a claim with the Arbitrator as part of the Arbitration Program provided by this Settlement.

D. “Arbitration Administrator” and “Appellate Arbitration Administrator”

“Arbitration Administrator” means the company retained by FCA US and approved by Class Counsel to administer the Arbitration Program established by this Settlement.

“Appellate Arbitration Administrator” means the company retained by FCA US and approved by Class Counsel to administer the Appellate Arbitration Program established by this Settlement. Initially, the Arbitration Administrator shall be DeMars & Associates and the Appellate Arbitration Administrator shall be JAMS. FCA US may retain other companies to perform the services initially provided by DeMars & Associates or by JAMS with the agreement of Class Counsel, or, absent agreement, with the approval of the Court upon a showing of good cause.

E. “Arbitration Program” and “Appellate Arbitration Program”

“Arbitration Program” means the arbitration program created by this Settlement and operated by the Arbitration Administrator. “Appellate Arbitration Program” means the appellate arbitration program created by this Settlement and presided over by arbitrators affiliated with the Appellate Arbitration Administrator.

F. “Arbitrator” and “Appellate Arbitrator.”

“Arbitrator” means an arbitrator affiliated with the Arbitration Administrator that presides over an arbitration under the Arbitration Program. “Appellate Arbitrator” means an arbitrator affiliated with the Appellate Arbitration Administrator that presides over an appeal of an arbitration award relating to a Vehicle Repurchase.

G. “Claim Form”

“Claim Form” means the document a Class Member may submit to the Claims Administrator to seek relief under Sections II.C and II.L of this Settlement Agreement.

H. “Claimant”

“Claimant” means a Class Member who has completed and submitted a Claim Form.

I. “Claims Administrator”

“Claims Administrator” shall mean CPT Group, except that after the Effective Date FCA US may retain a different Claims Administrator with the agreement of Class Counsel or, absent agreement, with approval of the Court on a showing of good cause.

J. “Class Counsel”

“Class Counsel” means Capstone Law APC (“Capstone”).

K. “Class Notice,” “Short Form Class Notice,” “Long Form Class Notice,” “Publication Notice”

“Short Form Class Notice” means the notice of Settlement that will be mailed to the “Settlement Class Members,” as defined herein, in substantially the same form as Exhibit A. “Long Form Class Notice” means the notice of Settlement that will be posted on the Settlement Website in substantially the same form as Exhibit B. “Class Notice” means the Short Form Class Notice and the Long Form Class Notice, separately or collectively. “Publication Notice” means a 1/8 page ad in the Marketplace/Legal Notice Section of USA Today that will be in substantially the same form as Exhibit C.

L. “Class,” “Class Members,” or “Settlement Class Members”

“Class,” “Class Members,” or “Settlement Class Members” means, for the purposes of the Settlement only, all current residents of the United States (including territories of the United States) who, prior to the Preliminary Approval Date, purchased or leased new 2017-

2021 Chrysler Pacifica vehicles equipped with a 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). The class definition also expressly excludes (1) all owners or lessees of Class Vehicles who have filed and served litigation against FCA US LLC asserting problems with stalling in Class Vehicles that was pending as of the Notice Date and who do not dismiss their actions before final judgment and affirmatively elect to opt-in to the Settlement. However, Owners or lessees of Class Vehicles who dismiss such litigation and affirmatively opt-in to the Settlement shall be members of the Class for all purposes; (2) FCA US LLC's officers, directors, employees, affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors, and employees; and FCA US LLC Dealers and FCA US LLC Dealers' officers and directors; (3) judicial officers assigned to the Action and 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 who timely and properly exclude themselves from the Class as provided in the Settlement.

M. "Court"

"Court" means the United States District Court for the Southern District of California.

N. "Class Vehicles"

“Class Vehicles” or a “Class Vehicle” means 2017-2021 Chrysler Pacifica vehicles equipped with a 3.6-liter V6 engine and a 9-speed automatic transmission that were sold in the United States (including United States territories).

O. “Defendant” or “FCA US”

“Defendant” or “FCA US” means FCA US LLC.

P. “Effective Date of Settlement” or “Effective Date”

“Effective Date of Settlement” or “Effective Date” means the first business day after: (1) the Court enters the Final Order and Judgment, in all material respects similar to the form attached hereto as Exhibit E; and (2) all appellate rights with respect to the Final Order and Judgment have expired or have been exhausted in such a manner as to affirm the Final Order and Judgment. If any appeal has been taken from the Final Approval Order within thirty calendar days of entry, the “Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for a writ of certiorari or any other form of review, have been fully disposed of in a manner that affirms the Final Approval Order. An appeal that challenges only attorneys fees, costs, or service awards shall extend the Effective Date only with respect to such attorneys fees, costs, or service awards.

Q. “Fairness Hearing”

The “Fairness Hearing” means the final hearing, held after the Preliminary Approval Order is issued, in which the Court will determine whether this Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether the proposed Final Order and Judgment should be entered, and if so, to determine the amount of attorneys’ fees and costs to be awarded to Class Counsel.

R. “FCA Dealer” or “Dealer”

“FCA Dealer” or “Dealer” means any dealer authorized by FCA US to sell, lease, and/or service FCA US vehicles located in the United States (including territories of the United States).

S.

T. “Named Plaintiffs”

“Named Plaintiffs” means the individuals who are identified as plaintiffs in the Action.

U. “Notice Date”

“Notice Date” means seven calendar days after the date on which the initial mailing of the Short Form Class Notice to all Class Members is complete.

V. “Operative Complaint”

“Operative Complaint” means the Second Amended Complaint filed on October 15, 2018, in *Moran v. FCA US LLC*.

W. “Preliminary Approval Date”

“Preliminary Approval Date” means the date on which the Court issues the Preliminary Approval Order described in Section III.A below in a form substantially the same as Exhibit D.

X. “Proof of Ownership”

“Proof of Ownership” means documentation establishing that the Class Member owned or leased the Class Vehicle at the time of each repair forming the basis for a claim under Section II.C and/or II.L. “Proof of Ownership” shall be established through one of the following three methods:

1. All repair records submitted in support of the claim identify the same Class Member as the person requesting the repairs; OR
2. Submission of (a) vehicle title, vehicle purchase agreement, or vehicle lease agreement that identifies the Class Member as the vehicle owner, purchaser, or lessee at the time of the first repair that forms the basis of the claim, AND (b) vehicle registration identifying the same Class Member as the vehicle owner as of the date of the latest repair that forms the basis of the claim (or as of a later date); OR
3. For each repair that forms the basis for the claim, submission of either (a) a repair record that identifies the same Class Member as the person who requested the repair, OR (b) a vehicle registration that identifies the same Class Member as the vehicle owner as of the date of each repair.

Y. “Released Claims”

“Released Claims” means any and all claims, demands, actions, causes of action, and suits based in whole or in part on alleged defects in the Class Vehicles that may cause stalling, including but not limited to express and implied warranty, consumer protection, unjust enrichment, claims for violations of the Consumers Legal Remedies Act, Cal. Civ. Code section 1750 *et seq.*, and lemon law claims, excluding personal injury and wrongful death claims, and excluding claims for damage to property other than Class Vehicles. “Released Claims” also includes all other claims, demands, actions, causes of action of any nature whatsoever, including, but not limited to, any claim for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, warranty and equitable claims), and also including Unknown Claims (as defined below) that could be asserted by the Class Members against the Released Parties in the Litigation, or in any other complaint, action, or litigation in any other court or forum, based upon alleged defects in the Class Vehicles that may cause stalling, excluding personal injury and wrongful death claims and claims for damage to property other than Class Vehicles.

Z. Released Parties

“Released Parties” means FCA US, FCA Dealers, their past or present directors, officers, employees, partners, principals, agents, heirs, executors, administrators, successors, reorganized successors, subsidiaries, divisions, parents, related or affiliated entities, underwriters, insurers, coinsurers, re-insurers, licensees, divisions, joint ventures, assigns, associates, attorneys, and controlling shareholders.

AA. “Service Visit”

“Service Visit” means a trip taken by a Class Member to an FCA Dealer within 5 years/60,000 miles of delivery of the Class Vehicle to the first retail customer, whichever occurs first, to inspect and/or repair a problem related to the Crankshaft Position Sensor in a Class Vehicle. If a Class Member makes more than one trip to the FCA Dealer to address the same complained-about problem, each trip will count as a separate Service Visit. However, if the subsequent trips are to install components that were ordered during the initial visit, all trips will count as a single Service Visit.

BB. “Settlement” or “Class Action Settlement”

“Settlement” means the settlement contemplated by this Stipulation and Agreement of Settlement.

CC. “Settlement Agreement”

“Settlement Agreement” means this Stipulation and Agreement of Settlement.

DD. “Settlement Website”

“Settlement Website” means the public website that will provide information and key filings regarding the Class Action Settlement, including FAQs and other materials educating Class Members on the content of the settlement and the approval process, and

that will, after the Approval Date, allow a Class Member to complete and submit an online Claim Form to the Claims Administrator and to obtain a description of the remedies available to the Class.

EE. “Settling Parties”

“Settling Parties” means Named Plaintiffs and FCA US.

FF. “Unknown Claims”

“Unknown Claims” means any and all Released Claims that any Class Member does not know to exist against any of the Released Parties and that, if known, might have affected his or her decision to enter into or to be bound by the terms of this Settlement. The Plaintiffs and Class Members acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this release, but nevertheless fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, that may exist now, which may have already existed, or which may hereafter exist, based upon the alleged defect in the Class Vehicles as described in Operative Complaint, without regard to subsequent discovery or existence of such different or additional facts concerning each of the Released Parties. The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law by the Plaintiffs and the Class Members of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

GG. “Vehicle Repurchase”

“Vehicle Repurchase” means the repurchase or replacement by FCA US of a Class Vehicle owned or leased by a Class Member. The choice of whether to repurchase or replace shall be at the Class Member’s sole discretion.

II. SETTLEMENT CONSIDERATION

In consideration for the Release provided for by the Settlement and for dismissal of the Litigation with prejudice, under the terms of this Settlement Agreement, FCA US agrees to provide consideration to the Class Members as follows:

A. Notice of Class Settlement

FCA US agrees to pay all expenses in connection with a notice program on the terms provided in Section III.

B. Warranty Coverage

FCA US LLC shall agree to extend coverage for repair or replacement of engine crankshaft synchronization sensors under FCA US LLC’s Powertrain Limited Warranty, which extends five (5) years from the date of a Class Member’s purchase or lease of a Class Vehicle, or until that vehicle has an odometer reading of 60,000 miles, whichever occurs first (the “Class Vehicle Warranty Coverage”).

C. Reimbursement of Class Member Costs

FCA US LLC shall reimburse Class Members for their out-of-pocket costs paid to repair their Class Vehicle’s crankshaft position sensors if the Class Members purchased or leased their Class Vehicles more than five (5) years before the Effective Date of Settlement and before the Class Vehicle reached 60,000 miles. Class Members must submit Proof of

Ownership and Claim Forms to the Claims Administrator within 180 days of the Effective Date of Settlement.

D. Certification of Parts Used in Future Repairs

FCA US LLC shall certify that all replacement crankshaft position sensors installed from the date of Final Settlement Approval are Part Number 68079375AD, or a subsequent iteration.

E. Timing and Submission of Claims Under Section II.C

1. FCA US shall pay all claims that the Claims Administrator approves and finds to be timely submitted. In addition to email copies of Claim Forms and hardcopy Claim Forms, which may be submitted by mail to the Claims Administrator, the Settlement Website shall be designed to permit the submission of claims electronically. The electronic claim submission process shall include the use of a unique claim number for each Class Member to whom notice is mailed. Once the unique claim number is entered by a Class Member via the electronic claim submission process, portions of the electronic Claim Form shall be automatically completed with the Class Member's name and Vehicle Identification Number ("VIN") based upon information previously obtained by the Claims Administrator from FCA US and/or R.L. Polk & Co.

2. Claims for cash payments under Section II.C cannot be submitted prior to the Approval Date. Claim forms will not be made available until the Approval Date.

3. Claims for cash payments under Section II.C, along with supporting documentation, must be submitted online or postmarked within 180 days of the

Approval Date. Neither the Claims Administrator nor FCA US shall have any obligation to pay any claims pursuant to Section II.C that are not timely submitted.

F. Content of and Support for Claims Submitted Pursuant to Section II.C

1. Claims for benefits under Section II.C must include repair orders, receipts, other documentation from an FCA US Dealership, or state vehicle inspection reports (or some combination thereof) sufficient to establish the repair or replacement of the Class Vehicle's crankshaft position sensor on which the claim is based. These documents must also include all of the following information:

- a. The Vehicle Identification Number ("VIN") of the vehicle on which the repair or replacement of the crankshaft position sensor was performed;
- b. The name and address of the FCA Dealer that performed the repair or replacement of the Class Vehicle's crankshaft position sensor;
- c. Whether the repair or replacement of the Class Vehicle's crankshaft position sensor was performed on the Class Vehicle more than five (5) years before the Approval Date, and whether the vehicle had been driven 60,000 miles or fewer on the date of the repair or replacement of the Class Vehicle's crankshaft position sensor;
- d. A description of the services rendered and parts provided.

2. Claims must also include documentation demonstrating the Class Member's Proof of Ownership at the time of each repair or replacement of the Class Vehicle's crankshaft position sensor on which the claim is based.
3. Claims must also include a declaration signed under penalty of perjury by the Class Member that attests to and affirms the authenticity of the documentation provided to support the claim and states that the Class Member actually owned or leased the Class Vehicle at the time of each repair or replacement of the Class Vehicle's crankshaft position sensor on which the claim is based.

G. Rejected Claims and Claim Investigation

The Claims Administrator may reject any claim submitted pursuant to Section II.C that does not include the required information and documentation specified above. The Claims Administrator may investigate any claim, including by requesting further documentation when necessary in order to determine whether the claim should be approved. If the Claims Administrator rejects the claim, it will advise the Class Member of the reason for the rejection (e.g., missing information, ineligibility for a payment or discount certificate, etc.). If the claim is rejected due to missing information and the original claim was submitted by the applicable deadline noted above, the Claims Administrator will give the Class Member one opportunity to resubmit the claim within 30 days with additional information.

H. Inadvertent Submissions

In the event that a Class Member inadvertently submits a claim to the Claims Administrator that pursuant to this agreement is within the jurisdiction of the Arbitration

Administrator, the Claims Administrator shall provide notice to the Claimant of the inadvertent submission and provide the claim directly to the Arbitration Administrator on the Class Member's behalf, as long as the claim was timely submitted to the Claims Administrator and the Class Member complied with the notice requirements set forth in Section II.L.1.c-d, below. Any inadvertent submission made within the applicable arbitration deadlines shall be considered timely submitted.

K. Approved Claims

Approved claims for cash payments will be paid by prepaid card, which will be issued subject to Terms and Conditions substantially similar to those attached as Exhibit F. Any unused balance on a prepaid card will be issued to the owner via check after six months of issuance of the prepaid card.

L. The Arbitration Program

Class Members may pursue binding arbitration for claims seeking a Vehicle Repurchase based in whole or in part on alleged defects the Class Vehicles relating to stalling under the terms described below. The arbitrator shall follow the rules of arbitration attached as Exhibit G. Except as specifically noted below, FCA US shall bear all costs and fees associated with the Arbitration program, irrespective of whether the Arbitration Claimant prevails in the Arbitration. No appeals from the Arbitrator's decisions and no requests for judicial review shall be allowed except as permitted by this Settlement.

1. Claims for Vehicle Repurchase

Class Members are entitled to binding arbitration of claims for Vehicle Repurchases based in whole or in part on alleged defects in the Class Vehicles that cause stalling, subject to the following terms and conditions:

a. Applicable Law

Except as modified by Sections II.L.1.b-h and Section II.L.2 and II.L.3, the Arbitrator shall apply the lemon law of the state where the Arbitration Claimant took delivery of the vehicle and shall award a Vehicle Repurchase if, considering the stalling, a Vehicle Repurchase is required by applicable lemon law.

b. Final Repair Attempt

FCA US must be given a final opportunity to repair the Class Vehicle, free of charge to the Class Member.

c. Requests for Arbitration by Class Members Who Have Sold Class Vehicles or Returned Leased Class Vehicles

Class Members who, prior to the Approval Date, have sold their Class Vehicle or returned leased Class Vehicles will only be entitled to arbitration of claims for Vehicle Repurchases based in whole or in part on alleged defects that cause stalling in those Class Vehicles if (1) the lemon law of the state where the Arbitration Claimant took delivery of the vehicle allows vehicle owners or lessees to pursue Vehicle Repurchase claims after they have sold or returned their vehicles; and (2) the request for Arbitration is filed before the expiration of the applicable state statute of limitations for such a claim, or 180 days after the Approval Date, whichever is earlier.

Class Members who sell Class Vehicles or return leased Class Vehicles on or after the Approval Date will only be entitled to arbitration of claims for Vehicle Repurchases based in whole or in part on alleged defects that cause stalling in those Class Vehicles if (1) the lemon law of the state where the Arbitration Claimant took delivery of the vehicle allows vehicle owners or lessees to pursue Vehicle Repurchase claims after they have sold

or returned their vehicles; and (2) the request for Arbitration is filed before the expiration of the applicable state statute of limitations for such a claim or 180 days after the date on which the Class Member sold or returned the Class Vehicle, whichever is earlier.

d. Extension of Statute of Limitations For Class Members Who Still Own or Lease Class Vehicles At The Time Of An Arbitration Hearing

Regardless of the applicable state law governing the claims of an Arbitration Claimant who still owns or leases a Class Vehicle as of the time of an Arbitration Hearing, the Statute of Limitations for a Vehicle Repurchase claim brought by such a Claimant that is based in whole or in part on alleged defects that cause stalling in the Class Vehicle shall be five (5) years after delivery of the Class Vehicle to the first retail purchaser, or 180 days after the Approval Date, whichever is later.

e. Repurchase Amount

If the Arbitrator determines that a Vehicle Repurchase is required by the applicable lemon law, the Arbitrator shall award repurchase or replacement according to the terms of state law. .

f. Arbitration Appeal

The Arbitrator's decision with respect to a Vehicle Repurchase shall be final and binding with no right of appeal by FCA US. However, Arbitration Claimants who do not prevail on a claim for a Vehicle Repurchase are entitled to appeal the Arbitrator's award to an Appellate Arbitrator. The Arbitration Claimant seeking appeal must advance the entire cost of the appeal proceeding as set by the Appellate Arbitration Administrator. If the Arbitration Claimant prevails on appeal, FCA US shall reimburse all fees and costs charged

by the Appellate Arbitration Administrator. The Arbitration Claimant shall not be entitled to reimbursement of fees and costs if FCA US prevails on appeal. No other appeals or requests for judicial review shall be allowed.

g. Attorney Fees

An Arbitrator may award reasonable attorneys' fees incurred in pursuing a claim for a Vehicle Repurchase to an Arbitration Claimant who prevails on such a claim. Fees awarded shall be reasonable and shall not exceed \$5,000 total, including any attorneys' fees incurred during the initial arbitration and any Arbitration Appeal. If a Class Member and FCA US settle a claim for a Vehicle Repurchase no later than ten (10) calendar days before the Claim is brought to Arbitration, then the Class Member may recover up to \$1,500 in attorneys' fees. No fees may be awarded for pursuing or prevailing on any claims other than Vehicle Repurchase claims.

2. Claims Alleging Breach of New Vehicle Limited Warranty, or Extensions Thereof

Class Members who do not qualify for a Vehicle Repurchase but claim a breach of FCA US's New Vehicle Limited Warranty, or any extensions of that warranty, based in whole or in part on stalling in Class Vehicles may submit these claims to the Arbitrator. If a breach is established, the Arbitrator may, as appropriate, order a repair, or reimbursement for any amounts paid by the Class Member for a repair. No other relief may be awarded under this section. Such claims must be filed within the statute of limitations for express warranty claims established by the law of the state where Class Members purchased their vehicles. The Arbitrator may not award attorney fees for pursuing a claim for breach of FCA US's New Vehicle Limited Warranty or any extension of that warranty.

3. Civil Penalties and Punitive Damages

Notwithstanding any provision of state law to the contrary, the Arbitrator may not award civil penalties or punitive damages to any Arbitration Claimant.

4. Notice

To file any arbitration claim, Class Members must first give direct notice to FCA US of their intent to proceed to arbitration and the nature of the claim(s) they intend to pursue in arbitration. This notice must be given at least ten days before the filing of an arbitration claim. Notice may be given via telephone at the claim administrator's toll-free number which shall be acquired prior to notice being disseminated or through the Settlement website. During this ten-day period, FCA US may contact the Class Member, or, if the Class Member is represented, the Class Member's counsel, in an attempt to resolve the matter. If a Class Member accepts monetary compensation offered by FCA US in an attempt to resolve the matter, the amount of that compensation shall be deducted from any award later ordered by the Arbitrator.

M. Administration of the Settlement

FCA US will retain the Claims Administrator to administer the program described above and will bear all costs and expenses related to the administration of the Settlement.

Promptly after the Preliminary Approval Date and prior to mailing the Short Form Class Notice, the Claims Administrator will establish a Settlement Website and a toll-free telephone number to provide information to Class Members concerning the settlement, including, but not limited to, relevant Settlement deadlines and dates, the Long Form Class Notice, Claim Forms (when available), administration of the claim process, the status of the Settlement approval process, and applicable Settlement deadlines. The Settlement

Website shall permit Class Members to submit their claims electronically beginning shortly after the Approval Date, although the Claims Administrator will not begin reviewing and processing claims until after the Effective Date. The Claims Administrator shall also establish a toll-free telephone number that Class Members may call for information and a mailing address to which Class Members can send Claim Forms. The Claims Administrator shall also make arrangements for the Publication Notice.

The Claims Administrator shall provide regular updates to Class Counsel and FCA US concerning the number of claims received by the Claims Administrator, the number of claims reviewed by the Claims Administrator, the number of approval letters sent and the value of each approved claim, the total dollar amount of claims approved, the number of denial letters sent and the basis for each rejected claim, and the number of additional claims still undergoing processing. Class Counsel or FCA US may request information specific to one or more claims processed by the Claims Administrator to evaluate and assess the claim administration process or any concerns raised by a specific Class Member. The Claims Administrator shall provide Class Counsel and FCA US with the e-mail addresses and other contact information for Class Members who submit claims.

N. Attorneys' Fees and Expenses

FCA US will pay Plaintiffs' counsel reasonable attorneys' fees, costs and expenses as approved by the Court, separate and apart from the consideration flowing to the Class, not to exceed a total of \$835,000. Class Counsel will apply to the Court for an award of attorneys' fees and expenses to be paid by FCA US of no more than this amount, covering all legal services provided by Capstone Law APC in the past and future to Plaintiffs and the Class Members in connection with the Litigation, the Settlement of the Litigation, any

appeal in connection with the Settlement, and implementation of the Settlement Agreement (the “Fee and Expenses Application”), except for any fees awarded by Arbitrators pursuant to the Arbitration Program, which is separate from the requested attorneys’ fees and expenses identified here. FCA US will not oppose or comment on Class Counsel’s application for attorneys’ fees and expenses, provided that the application seeks no more than \$835,000 in attorneys’ fees and expenses combined. The Court will determine what amount of fees and expenses shall be awarded and issue an Order stating the amount of fees and expenses to be awarded. The amount of fees to be awarded shall be determined by California law in effect on the date this agreement is executed. The parties expressly agree that any change in the law regarding attorneys’ fees, including entitlement to fees or timing of payment, shall not affect application of this provision.

Any appeal of only the award of attorneys’ fees and costs will not affect the Parties’ and Claims Administrator’s obligations under the Order Granting Final Approval. This means that an appeal of only the attorneys’ fees and costs will not extend the Effective Date or otherwise delay implementation of any Settlement benefits.

Within 14 business days after the Effective Date of Settlement, FCA US shall pay the amount awarded by the Court for attorneys’ fees and expenses to Class Counsel.

Class Counsel must provide FCA US with a completed W-9 form. Any order or proceedings relating to the Fee and Expenses Application, or any appeal solely from an order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality of the Judgment Approving this Settlement Agreement.

O. Service Award for Named Plaintiffs

As part of their motion seeking final approval of the Settlement at the Fairness Hearing, Plaintiffs intend to seek service awards for the Class Representatives in the following amounts, subject to Court approval:

- 1) Arlene Moran: \$10,000
- 2) Alfonso Moran: \$10,000

Within 14 business days after the Effective Date of Settlement, FCA US will pay to the Claims Administrator the total amount of service awards approved by the Court. The Claims Administrator will distribute the amount to each Named Plaintiff in accordance with the Court's order.

III. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

In a reasonable time after the execution of this Settlement Agreement, counsel for Plaintiffs shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attaches as Exhibit D, which shall include, among other things, the following:

1. Preliminary certification under Federal Rule of Civil Procedure 23, for settlement purposes only, of the Class;
2. Preliminary approval of the Settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;
3. Approval of the Short Form Class Notice, the Long Form Class Notice, and the Publication Notice, containing the language contained in Exhibits A, B, and C, respectively, or materially the same language;

4. A direction to FCA US to distribute, at its expense, the Short Form Class Notice in the form approved by the Court to Class Members; a direction to FCA US to publish, at its expense, the Publication Notice in the form approved by the Court; a direction to the Claims Administrator to establish the Settlement Website as contemplated by this Settlement Agreement; a direction that each potential Class Member who wishes to be excluded from the Class must respond to the Class Notice in accordance with the instructions set forth in the Class Notice; a direction to each owner or lessee of a Class Vehicle with a pending lawsuit against FCA US alleging problems with stalling in a Class Vehicle in which final judgment has not yet been entered of the right to opt-in to the Settlement, and a direction that their opt-in forms must be received by the date set forth in the Preliminary Approval Order;
5. A finding that the Short Form Class Notice, the Long Form Class Notice, and the Publication Notice together constitute the best notice practicable under the circumstances, including individual notice to all Class Members who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to Class Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;
6. A direction that, pending final determination of the joint application for approval of this Settlement Agreement, all proceedings in this Litigation other than settlement approval proceedings shall be stayed;

7. A direction that any Class Member who has not properly and timely requested exclusion from the Class will be bound by the Final Order and Judgment;
8. The scheduling of a final hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether the proposed Final Order and Judgment should be entered (the “Fairness Hearing”);
9. A direction that the Claims Administrator shall tabulate communications from prospective Class Members asking to be excluded from the Class and shall report the names and addresses of such entities and natural persons to the Court and to the Parties no less than seven days before the Fairness Hearing;
10. A direction that Class Counsel shall file a Fee and Expense Application and Plaintiffs’ Service Award application approximately 14 days prior to the date set forth in the Preliminary Approval Order as the deadline for the objections; and that Class Counsel shall file any supplemental brief in support of final approval of the Settlement Agreement no later than seven days prior to the Fairness Hearing;
11. A direction that any Class Member who wishes to object to the proposed Settlement Agreement, the proposed Final Order and Judgment, and the Fee and Expense Application, and/or Plaintiffs’ Service Award must file and serve such objections no later than the date set forth in the Preliminary Approval Order, together with copies of all papers in

support of his/her/its position as provided in Section III.D.2 of the Settlement Agreement. The Long Form Class Notice shall state that the Court will not consider the objections of any Class Member who has not properly served copies of his/her/its objections on a timely basis or complied with the requirements of Section III.D.2 of the Settlement Agreement.

12. A provision ordering that all Class Members and their representatives who do not timely exclude themselves from the Settlement are preliminarily enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing, individually, as class members or otherwise, any lawsuit (including putative class action), arbitration, remediation, administrative or regulatory proceeding or order in any jurisdiction, asserting any claims based on alleged defects causing stalling.

B. Notice to Attorneys General

In compliance with the attorney general notification provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, within ten days after the motion for Preliminary Approval Order is filed, FCA US shall provide notice of this proposed Settlement to the Attorney General of the United States, and the attorneys general of each state or territory in which a Class Member resides. The notice will include: (1) a copy of the Operative Complaint; (2) a copy of this Settlement Agreement and its exhibits; and (3) a reasonable estimate of the number of class members in each state/territory and their percentage representation in the

Class. FCA US will provide copies of such notifications to Class Counsel at the time of their submission to the attorneys general.

C. Notice to Class Members

The Claims Administrator will mail, by first-class mail at FCA US's expense, the Short Form Class Notice containing the language in Exhibit A, and substantially the same form as in Exhibit A. As soon as is practicable after the preliminary approval of the Settlement, the Claims Administrator will obtain from FCA US and HIS Automotive (Formerly R.L. Polk) the name and last known address of each potential member of the Class. Class Counsel may request that, to the extent permitted by law, the information also shall be provided to Class Counsel, who agree to use the list for the limited purpose of informing Class members of the Settlement and their rights thereunder and for no other purpose. FCA US does not oppose this request. Prior to mailing the Short Form Class Notice, the last known address of potential Class Members will be checked and updated going back four years through the use of the National Change of Address Database. Thereafter, the Claims Administrator shall send a copy of the Short Form Class Notice shall include a claim number unique to the recipient. The Claims Administrator shall use its best efforts to complete the initial mailing of the Short Form Class Notice to potential Class Members within 75 days after the Preliminary Approval Date.

If any Short Form Class Notice mailed to any potential Class Member is returned to the Claims Administrator as undeliverable, then the Claims Administrator shall perform a reasonable search (e.g., the National Change of Address Database) for a more current name and/or address for the potential Class Member and (provided that a more current name and/or address can be found through such a search) re-send the returned the returned

Short Form Class Notice to the potential Class Member by first-class mail. In the event that any Short Form Class Notice mailed to a potential Class Member is returned as undeliverable a second time, then no further mailing shall be required. The Claims Administrator will promptly log each Short Form Class Notice that is returned as undeliverable and provides copies of the log to Class Counsel. The Claims Administrator shall cause, by the Notice Date, a one-time publication of the Publication Notice, substantially in the form attached as Exhibit C, to appear in the Marketplace/Legal Notice section of USA Today. Defendant shall bear the cost of the publication of the Publication Notice.

D. Response to Notice

1. Objection to Settlement

Any Class Member who intends to object to the fairness of the Settlement Agreement must, by the date specified in the preliminary Approval Order and recited in the Class Notice (which shall be no later than 60 days after the Notice Date) file any such objection with the Court and provide copies of the objections to the Claims Administrator at the address provided in the Short Form Class Notice. Upon receipt, the Claims Administrator shall promptly forward copies of all such objections to Class Counsel and counsel for FCA US. Any objection to the Settlement Agreement must be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the objection additionally must be signed by such counsel), and must include:

- a. The objector's full name, address, and telephone number;
- b. The model year, and vehicle identification number of the Class Member's Class Vehicle, along with proof that the objector has owned or leased a

Class Vehicle (e.g., a true copy of a vehicle title, registration, or license receipt);

- c. A written statement of all grounds for the objections accompanied by any legal support for such objection;
- d. Copies of any papers, briefs, or other documents upon which the objection is based;
- e. A list of all cases in which the objector and/or his or her counsel has filed or in any way participated in—financially or otherwise—objections to a class action settlement in the preceding five years;
- f. The name, address, email address, and telephone number of all attorneys representing the objector; and
- g. A statement indicating whether the objector and/or his or her counsel intends to appear at the Fairness Hearing, and if so, a list of all persons, if any, who will be called to testify in support of the objection.

Any member of the Class who does not file a timely written objection to the Settlement and notice of his or her intent to appear at the Fairness Hearing or who fails to otherwise comply with the requirements of this section, shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

2. Requests for Exclusion and Opt-ins

Any Class Member who wishes to be excluded from the Class must submit a request for exclusion (“Request for Exclusion”) to the Claims Administrator at the address specified in the Class Notice by the date specified in the Preliminary Approval Order and recited in the Class Notice (which shall be no later than 60 days after the Notice Date).

Class Members who wish to be excluded from the Class must do so with respect to all Class Vehicles they own(ed) or lease(d); Class Members may not exclude themselves from the Class with respect to some Class Vehicles and include themselves in the Class with respect to other Class Vehicles. To be effective, the Request for Exclusion must be sent via first-class U.S. Mail to the specified address and must:

- a. Include the Class Member's full name, address, and telephone number;
- b. Identify the model year, and vehicle identification number of the Class Member's Class Vehicle(s);
- c. Specifically and unambiguously state his/her/its desire to be excluded from the class in *Moran v. FCA US LLC*; and
- d. Be individually and personally signed by the Class Member (if the Class Member is represented by counsel, the Request for Exclusion additionally must be signed by such counsel).

Any Class Member who fails to submit a timely and complete Request for Exclusion to the proper address shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement. Any purported Request for Exclusion sent to such address that is ambiguous or internally inconsistent with respect to the Class Member's desire to be excluded from the Class will be deemed invalid unless determined otherwise by the Court. The Claims Administrator will receive purported Requests for Exclusion and will follow guidelines developed jointly by Class Counsel and FCA US's counsel for determining whether they meet the requirements of a Request for Exclusion. Any communications from Class Members (whether styled as an

exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Class Member meant to exclude himself/herself from the Class will be evaluated jointly by Class Counsel and FCA US's counsel, who will make a good faith evaluation, if possible. Any uncertainties about whether a Class Member is requesting exclusion from the Class will be resolved by the Court.

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

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

E. Fairness Hearing

On the date set forth in the Preliminary Approval Order, which shall be approximately one month after the deadline for submitting objections and Requests for Exclusion, a Fairness Hearing will be held at which the Court will consider: (1) whether to finally certify the Settlement Class; (2) whether to approve the Settlement Agreement as fair, reasonable, and adequate; (3) whether to approve the application for a Service Award for the Named Plaintiffs; and (4) whether to approve Class Counsel's Fee and Expense Application.

F. Final Order and Judgment

If this Settlement Agreement is finally approved by the Court, a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) shall be entered substantially in the form of attached Exhibit E, as follows:

1. Certifying the Class solely for purposes of this Settlement Agreement;
2. Approving the Settlement Agreement as fair, reasonable, and adequate as it applies to the Class;
3. Declaring the Settlement Agreement to be binding on FCA US and the Plaintiffs, as well as all Members of the Class;
4. Dismissing the *Moran* action with prejudice;
5. Forever discharging the Released Parties from all Released Claims;
6. Indicating the amount of the Service Awards for the Named Plaintiffs;
7. Indicating the amount of attorneys' fees and expenses to be awarded to Class Counsel;
8. Providing that all Class Members who did not request exclusion from the Class shall be permanently enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action asserting the Released Claims in any court or before any tribunal; and
9. Providing that all Class Members who have not made their objections to the Settlement in the manner provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or otherwise.

G. Withdrawal from Settlement

Either party shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objections to the proposed Settlement are sustained and such objection results in changes to the agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);
2. Any attorney general is allowed to intervene in the action and such intervention results in changes to the agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement);
3. The preliminary or final approval of the Settlement Agreement is modified and the withdrawing party makes a good faith determination that the modification (including any modification that increases the attorney fees or service award agreed to herein) is material and that the withdrawing party does not agree to the modification (e.g., because it increases the cost of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement); and
4. Entry of the Final Order and Judgment described in this Settlement is reversed or substantially modified by an appellate court. However, a reversal or modification of an order awarding reasonable attorneys' fees and expenses shall not be a basis for withdrawal, provided that the amount of fees and expenses ultimately awarded does not exceed the amounts set forth in this Agreement.

FCA US shall, in addition, have the option to withdraw from this Settlement Agreement, and to render it null and void, if Class Members owning or leasing 30% or more of the Class Vehicles exclude themselves from the Settlement.

If any state or federal trial court sustains a collateral attack on this settlement, FCA US and Class Counsel shall cooperate in attempting to reverse that ruling on appeal. If that ruling is affirmed on appeal by a state appellate court or by a federal Circuit Court of Appeal, either party, at its option, may withdraw from this Agreement.

To withdraw from the Settlement Agreement under this Section, the withdrawing party must provide written notice to the other party's counsel and to the Court. In the event either party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Settling Parties, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

H. Released Claims

1. Class Members' Claims

Upon the Effective Date of the Settlement, and except for the rights and entitlements created by this Settlement, including those under Section II herein, the Plaintiffs and each Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, released, waived, and discharged the Released Parties from his, her, or its Released Claims as defined above, except with respect to claims that qualify for the Arbitration Program. This release, and the rights and entitlements created by this Settlement, including those under Section II herein, will run with the vehicle if the Class Member sells the Class Vehicle.

2. Total Satisfaction of Released Claims

Any benefits offered or obtained pursuant to the Settlement Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Parties, the Benefits are sufficient and adequate consideration for each and every term of this Release, and this Release shall be irrevocably binding upon Class Representatives and Class Members who do not opt out of the Class.

3. Release Not Condition on Claim or Payment

The Release shall be effective with respect to all Class Members, regardless of whether those Class Members ultimately file a Claim or receive reimbursement under this Settlement Agreement.

5. Basis for Entering Release

Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the

Released parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and Release, and the legal effect of this Settlement Agreement and the Release. The representations and warranties made throughout the Settlement Agreement shall survive the execution of the Settlement Agreement and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.

I. Material Terms

Class Representatives and Class Counsel hereby agree and acknowledge that Section III.H was separately bargained for and constitutes a key, material term of the Settlement Agreement that shall be reflected in the Final Order.

J. Agreement to Cooperate to Effectuate Settlement

Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement. The persons signing this Settlement Agreement on behalf of each Party warrants that he/she is authorized to sign this Settlement Agreement on behalf of that Party.

The Parties and their respective counsel will cooperate with each other, act in good faith, and use their best efforts to effect the implementation of the Settlement Agreement and advance the Arbitration Program. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of

this Class Action Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of the Settlement Agreement and to minimize the costs and expenses incurred therein.

K. Modification of the Agreement

The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not limit the rights of Class Members under this Settlement Agreement.

IV. MISCELLANEOUS PROVISIONS

A. Class Certification

The Parties agree that for the purposes of this Settlement only, certification of the Class as defined above in Paragraph I.L is appropriate pursuant to Fed. R. Civ. P. 23.

B. Effect of Exhibits

The exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

C. No Admission

This Settlement Agreement is for settlement purposes only. Neither the fact of, nor any provision contained in this Settlement Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of FCA US or any admissions by FCA US of any claim or allegation made in any action or proceeding against FCA US. If this Settlement Agreement is terminated and becomes null and void, the class action portions of this Settlement shall have no further force and effect with respect to any party to the Litigation and shall not be offered in evidence or used in the Litigation or any other proceeding. This Settlement Agreement shall not be offered or be admissible in evidence against FCA US or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Information provided by FCA US to the Plaintiffs and Class Counsel in connection with settlement negotiations is for settlement purposes only and shall not be used or disclosed for any other purposes whatsoever.

D. Return of Confidential Documents

Upon the Effective Date, all documents and information marked or designated as Confidential and all Protected Documents, as defined and subject to the Protective Order, signed by Magistrate Judge Mitchell D. Dembin on March 19, 2019, or any previous or subsequent protective order entered in this Litigation, shall be returned or disposed of within the time frame and according to the procedures set forth in the Protective Order.

E. Entire Agreement

This Settlement Agreement represents the entire agreement and understanding among the Settling Parties and supersedes all prior proposals, negotiations agreements, and

understandings relating to the subject matter of this Settlement Agreement. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person against whom enforcement of the Settlement Agreement is sought.

F. Counterparts

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any party who has signed it, and all of which shall be deemed a single agreement.

G. Arm's-Length Negotiations

The Settling Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Settling Parties in entering into this Settlement Agreement. All Settling Parties have participated in the drafting of this agreement and it is not to be construed in favor of or against any of the Settling Parties.

H. Continuing Jurisdiction

The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including all Class Members, for the purpose of the administration, interpretation and enforcement of this Settlement Agreement.

I. Dispute Resolution

Any dispute between Class Counsel and FCA US regarding the interpretation of any provision of this agreement (other than those which the Settlement Agreement shall be resolved otherwise) shall be presented Magistrate Judge Alison H. Goddard, in her capacity as mediator, before it is presented to the Court.

J. Binding Effect of Settlement Agreement

This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties and their representatives, heirs, successors, and assigns.

K. Nullification

In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions if FCA US and Class Counsel, on behalf of the Settling Parties, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

L. Extensions of Time

The Settling Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

M. Service or Notice

Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to FCA US or Class Counsel, such service or notice shall

be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Settling Parties in writing:

As to Plaintiffs: Tarek H. Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

As to FCA US: Fred J. Fresard
Ian K. Edwards
Klein Thomas & Lee
101 W. Big Beaver Rd.
Suite 1400
Troy, MI 48084


N. Authority to Execute Settlement Agreement

Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

IN WITNESS HEREOF, the Settling Parties have caused this Settlement Agreement to be executed, by their duly authorized attorneys, as of August __, 2021

APPROVED AS TO FORM AND CONTENT:

ON BEHALF OF FCA US LLC



Fred J. Fresard
Klein Thomas & Lee
101 W. Big Beaver Rd.
Suite 1400
Troy, MI 48084
Date: October 11, 2021


Susan Allen

FCA US LLC
By: Susan Allen
Senior Staff Counsel
FCA US LLC
Date: October 11, 2021

ON BEHALF OF THE PLAINTIFFS



Tarek H. Zohdy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

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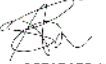
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EXHIBIT 2

Capstone Law Firm Resume



FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over thirty seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining hundreds of millions for employees and consumers:

- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions. Both decisions were awarded a "Top Appellate Reversal" in California by *Daily Journal* for their respective years.
- In February 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has an established practice in automotive defect class actions, recently securing over \$100 million in direct monetary relief to class members in the highly publicized *Vargas v. Ford Motor Co.*, No. CV12-08388-AB (C.D. Cal. Mar. 6, 2020). Capstone has also negotiated numerous class action settlements providing valuable relief to owners/lessees the last five years. See *Weckworth v. Nissan N.A.*, No. 3:18-cv-00588 (M.D. Tenn. Mar. 10, 2020); *Wylie v. Hyundai Motors America*, 8:16-cv-02102-DOC (C.D. Cal. Mar. 2, 2020); *Granillo v. FCA US LLC*, No. 16-00153-FLW (D. N.J. Feb. 12, 2019); *Morishige v. Mazda Motor of Am., Inc.*, No. BC595280 (Los Angeles Sup. Ct. Aug. 20, 2019); *Falco v. Nissan N. Am. Inc.*, No. 13-00686-DDP (C.D. Cal. July 16, 2018), Dkt. No. 341 (finally approving settlement after certifying class alleging timing chain defect on contested motion); *Batista v. Nissan N. Am., Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally approving class action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc.*, No. No. 15-02106-CCC (D. N.J. Oct. 6, 2017), Dkt. 65 (finally approving class action settlement involving alleged windshield glare defect); *Klee v. Nissan N. Am., Inc.*, No. 12-08238-AWT, 2015 WL 4538426, at *1 (C.D. Cal. July 7, 2015) (settlement involving allegations that Nissan Leaf's driving range, based on the battery capacity, was lower than was represented by Nissan); *Asghari v. Volkswagen Group of America, Inc.*, Case No. 13-cv-02529-MMM-VBK, 2015 WL 12732462 (C.D. Cal. May 29, 2015) (class action settlement providing



repairs and reimbursement for oil consumption problem in certain Audi vehicles); *Aarons v. BMW of N. Am.*, LLC, No. CV 11-7667 PSG, 2014 WL 4090564 (C.D. Cal. Apr. 29, 2014), objections overruled, No. CV 11-7667 PSG CWX, 2014 WL 4090512 (C.D. Cal. June 20, 2014) (C.D. Cal.) (class action settlement providing up to \$4,100 for repairs and reimbursement of transmission defect in certain BMW vehicles). Capstone is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

- Capstone has served as class counsel in a number of significant consumer class actions, providing relief and protection to consumers from deceptive and unlawful business practices, data breaches, and deceptive and false advertising by large corporations and manufacturers. These cases include *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.); *Livingston v. MiTAC*, No. 18-05993 (N.D. Cal.).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Vargas v. Ford Motor Co.*, No. 12-08388-AB (C.D. Cal.): direct monetary benefits of over \$100 million to class members in highly-publicized class action involving alleged transmission problem.
- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;



- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case



No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious



CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of “benefit of the bargain” damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of “*Williams v. Superior Court: Employees’ Perspective*” and “*Iskanian v. CLS Transportation: Employees’ Perspective*,” both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm’s litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California’s “Super Lawyers” every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the *Case Western Reserve Law Review* and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC’s *Forum Magazine* and *The Daily Journal*.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm’s business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm’s client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor’s degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike’s experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs’ firms in California. Ms. Pike graduated from



Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing



and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.



Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

Cody Padgett. A senior counsel at Capstone Law, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in



law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaepour. Roxanna Tabatabaepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights



actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action ("LACCLA"), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several "Dean's Scholar" prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of



Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean's List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Joseph Hakakian. Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Mr. Hakakian served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. He graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney's Office. Prior to attending law school, Mr. Hakakian received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean's Honor List, and College Honors, and received scholastic achievement awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Jezzette Ron. Jezzette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and



drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.