UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

JASON WILSON, PATRICK KRENEK, DONALD AKRIDGE, TIM VANGEE, LESLIE DALY, and JOSEPH BASS, individually, and on behalf of all others similarly situated,	§	Civil Action No. 4:22-cv-00447
	§	Hon. Amos L. Mazzant
Plaintiffs,	§	
v.	§	
FCA US LLC,	§	
Defendant.	§	

ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class (the "Motion" - Dkt. #53), which the Court hereby GRANTS.

The Court, having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement between Plaintiffs Jason Wilson, Patrick Krenek, Donald Akridge, Tim VanGee, Leslie Daly, Joseph Bass, James Neu, and Christopher Adams and Defendant FCA US LLC ("Defendant" or "FCA US"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

Settlement Class Certification

2. The Court hereby conditionally certifies, pursuant to Federal Rule of Civil Procedure 23, and for the purposes of settlement only, the following Settlement Class consisting of:

> All current owners or lessees of a Model Year 2017-2018 DJ Ram 2500 / D2 Ram 3500 / DD Ram 3500 Cab Chassis / DF Ram 3500 10K LB. Cab Chassis / DX Ram Cab Chassis / DP Ram 4500/5500 built between April 1, 2017 and December 29, 2018. For purposes of this definition, "current owners or lessees" are owners or lessees of a Class Vehicle on or after November 1, 2023.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Rule 23 of the Federal Rules of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

a. The members of the class are too numerous for their joinder to be practicable.

b. Questions of law and fact common to the settlement class predominate over individualized questions. Some of the questions of law and fact are: whether the Class Vehicles contained a defective brake hydraulic control unit, whether FCA US omitted and misrepresented facts to purchasers and lessees of Class Vehicles regarding the brake hydraulic control unit, whether FCA US breached implied warranties with Class Members, and whether Class Members have been harmed as a result of FCA US's actions.

c. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of all other Class Members. Proposed class counsel—Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C., Stephen R. Basser of Barrack, Rodos & Bacine, and Bruce W. Steckler of Steckler Wayne & Love, PLLC—have

experience and expertise prosecuting class actions and have committed the necessary resources to represent the Settlement Class.

d. A class action is a superior method for the fair and efficient resolution of this matter.

Preliminary Approval of Settlement

4. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's-length between the Parties, who were represented by experienced counsel, and was reached with the assistance of the Bradley A. Winters of JAMS.

5. For settlement purposes only, Plaintiffs Jason Wilson, Patrick Krenek, Donald Akridge, Tim VanGee, Leslie Daly, Joseph Bass, James Neu, and Christopher Adams are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Ben Barnow
Anthony L. Parkhill
Barnow and Associates, P.C.
205 W. Randolph St.
Suite 1630
Chicago, Illinois 60606

Bruce Steckler
Steckler Wayne & Love, PLLC
12720 Hillcrest Road
Dallas, Texas 75230

Stephen R. Basser
Barrack, Rodos & Bacine
600 West Broadway
Suite 900
San Diego, CA 92101

Manner and Form of Notice

7. The Court approves, in form and content, the Short-Form and Long-Form Notices, attached to the Settlement Agreement as Exhibits A and B, respectively, and finds that they meet the requirements of Fed. R. Civ. P. 23(c) and satisfy due process.

8. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23(c) and constitutes the best notice practicable under the circumstances, where Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notices in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. Kroll Settlement Administration LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

10. The Settlement Administrator may proceed with the distribution of the Notices as set forth in the Settlement Agreement.

11. Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation

or other proceedings against Defendant or the Releasees relating to the claims released under the terms of the Settlement Agreement.

12. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as Service Awards for the Class Representatives, in accordance with the terms of the Settlement Agreement, no later than 14 days prior to the Opt-Out and Objection Deadline.

Exclusions from the Settlement Class

13. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than 45 days after the Notice Date.

14. In order to exercise the right to be excluded, a person within the Settlement Class must timely submit via first class mail a written request for exclusion to the Settlement Administrator which shall (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Class.

15. Failure to comply with these requirements and to timely submit the request for exclusion will result in the Class Member being bound by the terms of the Settlement Agreement. And any Class Member who submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

Objections to the Settlement

17. Any Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 18 of this Order, with the Clerk of the Court, and served upon Class Counsel and Defendant's Counsel no later than 45 days after the Notice Date. Addresses for Class Counsel and Defendant's Counsel are as follows:

Class Counsel	FCA US's Counsel
Ben Barnow Anthony L. Parkhill Barnow and Associates, P.C. 205 W. Randolph Street, Suite 1630 Chicago, Illinois 60606 Bruce Steckler Steckler Wayne & Love, PLLC 12720 Hillcrest Road Dallas, Texas 75230 Stephen R. Basser Barrack, Rodos & Bacine 600 West Broadway, Suite 900 San Diego, CA 92101	Stephen A. D'Aunoy Klein Thomas Lee & Fresard 100 N. Broadway, Ste. 1600 St. Louis, Missouri 63102

18. Any Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also: (i) the case name and number, *i.e.*, *Wilson, et al. v. FCA US LLC,* No. 4:22-cv-00447 (E.D. Tex.); (ii) their full name, current address, and current telephone number; (iii) the model year and VIN of their Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and (x) the date of the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member their counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

19. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or

adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of Service Awards, and to the Final Approval Order and the right to appeal same.

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

21. Co-Lead Class Counsel or FCA US's Counsel may notice an objecting person for and take their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make themselves available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

22. Any objector who seeks a fee for their objection shall do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

23. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel

for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

Final Approval Hearing

24. All papers in support of the Final Approval of the Settlement shall be filed at least 14 days prior to the Final Approval Hearing.

25. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Releasees.

26. ***A Final Approval Hearing shall be held before the Court on Tuesday, December 17, 2024, at 9:00 a.m., in the Paul Brown United States Courthouse, 101 East Pecan Street, Sherman, TX*** (or at such other time and location as the Court may without further notice direct) for the following purposes:

a. to finally determine whether the applicable prerequisites for settlement class action treatment under Fed. R. Civ. P. 23 have been met;

b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

c. to determine whether the judgment as provided under the Settlement Agreement should be entered;

d. to consider the application for an award of attorneys' fees, costs, and expenses to Class Counsel;

e. to consider the application for Service Awards to the Class Representatives;

f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

g. to rule upon such other matters as the Court may deem appropriate.

27. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Class Members.

28. Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

Temporary Stay

29. All discovery, pending motions, and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

Termination of the Settlement

30. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, the Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

Upcoming Deadlines

31. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

EVENT	DATE
Defendant to provide the Class Member Information to Claims Administrator	30 Days after entry of Preliminary Approval Order
Notice Date	65 Days after entry of the Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and Service Awards for Class Representatives	14 Days prior to Opt-Out and Objection Deadline
Opt-Out and Objection Deadlines	45 Days after Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	**Tuesday, December 17, 2024, 9:00 a.m., Paul Brown U.S. Courthouse, 101 E. Pecan Street, Sherman, Texas**

IT IS SO ORDERED.

SIGNED this 15th day of July, 2024.

AMOS L. MAZZANT
UNITED STATES DISTRICT JUDGE