

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

DOLORES GRANILLO, *et al.*,

Plaintiffs,

v.

FCA US LLC,

Defendant.

Civil Action No. 3:16-cv-153-FLW-DEA

~~**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS**~~
SETTLEMENT

The parties have entered into a Class Action Settlement Agreement (“Settlement”), which if approved, would resolve this putative class action. Plaintiffs have filed a motion for final approval of the Settlement, which FCA US LLC does not oppose. The Court has read and considered the Settlement, and finds there is a sufficient basis for (i) certifying the proposed class for settlement purposes, (ii) granting final approval of the Settlement, (iii) directing the implementation of all remaining terms of the settlement.

The Court now GRANTS the motion for final approval and makes the following findings and orders:

Final Approval Of The Settlement

1. The Court grants final approval of the proposed Settlement, finding that its terms appear fair, reasonable, and adequate. The Court further finds that the parties entered into the Settlement in good faith, following arm's-length negotiations between their respective counsel and with the assistance of a neutral mediator.

2. The Court appoints Plaintiffs Dolores Granillo and Albert Granillo as Class Representatives, and Capstone Law APC and Law Offices of Howard A. Gutman as Class Counsel.

3. This Order incorporates by reference the definitions in the Settlement, and the terms used in this Order shall have the defined meanings set forth in the Settlement.

Certification Of The Settlement Class

4. The Court certifies the following settlement class pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All individuals who purchased or leased new, in the United States, for family, household, or personal use, and still own, one of the following vehicles equipped with a 9 Speed ZF 9HP Automatic Transmission: model-years 2014 and 2015 Jeep Cherokee; model-year 2015 Jeep Renegade; model-year 2015 Chrysler 200; and model-year 2015 ProMaster City.

Excluded from the Class are the judicial officer assigned to this case and those individuals who: (i) have negotiated a settlement of a claim or lawsuit related to

the 9 Speed transmission in their vehicle, (ii) have already litigated a claim related to the 9 Speed transmission to judgment, (iii) have a Lemon Law, warranty, and/or consumer fraud claim currently pending relating to the 9 Speed transmission, or (iv) are employees of Class Counsel.

5. The Court finds that the requirements of Rule 23 of the Federal Rules of Civil Procedure are met. Joinder of all members of the class in a single proceeding would be impractical, if not impossible, because of the number of Class Vehicles sold, and their dispersion, nationwide. Common questions of law and fact exist among the Class Members and predominate over questions affecting only individual Class Members; in particular, the Class Members' Claims depend on whether the 9 Speed ZF 9HP automatic transmissions installed in the Class Vehicles were defective. Plaintiffs' Claims are typical of those of the Class because Plaintiffs bought Class Vehicles and complain of the same defect that forms the basis of the Class Members' Claims. Finally, Plaintiffs and their counsel will fairly and adequately protect the interests of the Class. Plaintiffs have no interests antagonistic to those of the Class, have participated in discovery and otherwise fulfilled their obligations as class representatives, and have retained counsel experienced and competent to prosecute this matter on behalf of the Class.

6. A class settlement is superior to other available methods for a fair resolution of the Claims considering the amount in controversy, cost of litigation, and relative absence of individual suits.

22. The Court hereby enters a judgment of dismissal, pursuant to Fed. R. Civ. P. 54(b), of the claims by the Settlement Class Members, with prejudice and without costs, except as specified in this order, the corresponding fee and cost order to Class Counsel, and the Settlement.

23. Pursuant to the Settlement, the Class Representatives and Settlement Class Members forever release, discharge, and covenant not to sue the Released Parties regarding any of the Released Claims. With respect to all Released Claims, the Class Representatives and the Settlement Class Members expressly waive and relinquish the Released Claims to the fullest extent permitted by law. These releases apply even if the Class Representatives or Settlement Class Members subsequently discover facts in addition to or different from those which they now know or believe to be true.

24. A list of Settlement Class Members who have timely elected to opt out of the Settlement Class, and who therefore are not bound by the settlement or this Order, is attached to this Order as Exhibit A. All other members of the Settlement Class shall be subject to all of the provisions of the Settlement Agreement and this Order.

25. The Court has considered each of the objections, finds that they are unpersuasive and therefore overrules all of them.

26. Without any way affecting the finality of this Order, the Court retains jurisdiction over the Parties, including all Settlement Class Members, to construe and enforce the settlement for the mutual benefit of the Parties. The Court retains jurisdiction to enter any orders necessary or appropriate in implementing the Settlement Agreement, including but not limited to orders enjoining Settlement Class Members from prosecuting Released Claims. Consistent with the Settlement Agreement, it is further ordered that Settlement Class Members are permanently barred from initiating, asserting, or prosecuting any Released Claims against any of the Released Persons in any federal or state court in the United States or any other tribunal.

IT IS SO ORDERED.

Dated: _____

4/15/19



Hon. Freda L. Wolfson
United States District Court Judge