

Settlement, directing that notice be given to the Settlement Class, and setting a hearing at which the Court will consider whether to grant final approval to the Settlement (the “Settlement Hearing”).

ACCORDINGLY, the Court GRANTS the Motion for Preliminary Approval, and IT IS HEREBY ORDERED that:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

2. The Court finds, preliminarily and solely for settlement purposes, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Rickey Royal are typical of the claims of the Settlement Class he seeks to represent; (d) Rickey Royal fairly and adequately represents the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate over any questions affecting only the individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court, preliminarily and solely for settlement purposes, conditionally certifies the following Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure:

All United States residents who currently own vehicles incorporating “Covered CSIDs,” defined as all clutch safety interlock devices containing model 16813 compression springs that (1) were built

between February 24, 2005 and January 1, 2007; and (2) are not subject to any recall campaign (included but not limited to Chrysler recall campaigns 14V-795 and 15V-222).

Excluded from the foregoing Settlement Class are the Released Parties and all Settlement Class Members who opt out of the settlement.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for purposes of this settlement only, the Court appoints Rickey Royal as the Class Representative on behalf of the Settlement Class.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for purposes of this settlement only, the Court appoints the law firms of Hossley & Embry, LLP and Kelly, Durham & Pittard, LLP as Class Counsel for the Settlement Class.

6. The Court preliminary finds that the Settlement Agreement resulted from good faith, arm's-length negotiations and is sufficiently fair, reasonable, and adequate to the Settlement Class Members to warrant providing notice of the Settlement to Settlement Class Members and holding a Settlement Hearing.

7. The Settlement Agreement is preliminarily approved subject to further consideration at the Settlement Hearing pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, which is hereby scheduled to be held before the Court on January 30, 2018, at 9:00 a.m., at which point the Court will:

- a. determine finally whether the applicable prerequisites for class action treatment under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure are satisfied;
- b. determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

c. determine finally whether a final judgment should be entered, as contemplated by the Settlement Agreement, dismissing the Action on the merits with prejudice and whether the release by the Releasing Parties of the Released Parties, as set forth in the Settlement Agreement, should be ordered, along with a permanent injunction barring efforts to prosecute or attempt to prosecute any Released Claims extinguished by the release against any of the Released Parties;

d. consider the awards of attorneys' fees, costs, and incentive awards contemplated by the Settlement Agreement;

e. consider objections to the Settlement made by Settlement Class Members, if any, provided that such objections were made in accordance with the procedures set forth in the Settlement Agreement and herein; and

f. consider and rule upon such other matters as the Court may deem appropriate.

8. Class Counsel shall file a motion for final approval of the Settlement no later than thirty (30) days prior to the Settlement Hearing.

9. Class Counsel shall have the authority to enter into the Settlement on behalf of the Settlement Class with respect to all acts or consents required or that may be given pursuant to the Settlement Agreement or other such acts that are reasonably necessary to consummate the Settlement.

10. For settlement purposes only, Heffler Claims Group is appointed and approved as the Claims Administrator to supervise and administer the notice procedure and process claims consistent with the Settlement Agreement.

11. The Court approves the form, substance, and requirements of the Postcard Notice, Longform Notice, and the Claim Form, each of which is an exhibit to the Settlement Agreement.

12. Stoneridge, through the Claims Administrator, shall cause the Postcard Notice, substantially in the form attached as an exhibit to the Settlement Agreement, to be disseminated as follows:

a. No later than ninety (90) days following the entry of this Order, copies of the Postcard Notice shall be sent via first class mail through the United States Postal Service to all reasonably identifiable members of the Settlement Class at their last known addresses, which shall be obtained from R. L. Polk & Co.;

b. No later than ninety (90) days following the entry of this Order, the Class Website shall be published (which website shall be maintained until after the Settlement Hearing), and the Class Website will (1) contain copies of the Longform Notice and Claims Form so that Settlement Class Members can download copies of same and/or request copies of same by mail and (2) allow Settlement Class Members to use an online form (materially identical to the paper version) for submission of claims;

c. No later than ninety (90) days following the entry of this Order, a toll-free telephone number will be established for members of the Settlement Class to contact the Claims Administrator (which phone number shall be maintained until after the Settlement Hearing);

13. Stoneridge will also issue notice as contemplated by the Class Action Fairness Act, 28 U.S.C. § 1715.

14. The Court finds that the forms and methods set forth herein and in the Settlement Agreement for notifying Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled thereto. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for in the Settlement Agreement, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

15. In order to receive a Replacement CSID under the Settlement, Settlement Class Members must submit a Claim Form (either by mail or through the Class Website) no later than three hundred and sixty five (365) days following the entry of this Order, and the Claim Form must demonstrate that the Settlement Class Member owns a vehicle equipped with a Covered CSID.

16. In the event that a Settlement Class Member timely submits a Claim Form that is deficient (e.g., because it is incomplete, illegible, or missing a signature) such Settlement Class Member shall be afforded a reasonable opportunity to submit a corrected Claim Form (pursuant to the procedures in Section 6.7 of the Settlement Agreement).

17. As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Settlement Agreement. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing the Claim Forms, nor shall any Discovery from or of Stoneridge be allowed on any topic.

18. All Settlement Class Members who do not submit valid and timely Claim Forms will be forever barred from receiving any consideration under Section 2.1 of the Settlement, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Final Judgment, if entered.

19. All Settlement Class Members shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner as follows:

a. Settlement Class Members wishing to opt out of the Settlement Class must fully complete, execute, and mail a signed, written statement meeting the requirements set forth in the Settlement Agreement and the Longform Notice no later than twenty one (21) days prior to the Settlement Hearing (the “Notice Response Deadline”);

b. If a complete and proper statement meeting such requirements is not received by the Claims Administrator on or before the Notice Response Deadline, then such member of the Settlement Class will be deemed to have forever waived his or her right to opt out of the Settlement Class, the Releases described in the Settlement Agreement shall apply to such Settlement Class Member, and such Settlement Class Member shall be deemed a member of the Settlement Class;

c. Settlement Class Members who timely submit a complete and proper statement meeting such requirements shall have no further role in the Action, shall be regarded for all purposes as if they were never a party to the Action, and shall not be entitled to any benefit as a result of the Action or the Settlement Agreement (including, without

limitation, the right to object to the Settlement or to claim tolling of any applicable statutes of limitation); and

d. Any Person who submits a request for exclusion from the Settlement Class may thereafter submit to the Claims Administrator a written revocation of that request for exclusion, provided that such a revocation is received no later than three (3) days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

20. Settlement Class Members who wish to object to the Settlement, if any, must file a written objection with the Court and serve any such written objection on counsel for the respective Settling Parties (as identified in the Longform Notice) no later than the Notice Response Deadline. The objection must contain:

a. the full name, address, telephone, and e-mail address (if any) of the Settlement Class Member;

b. the make, model, and Vehicle Identification Number of the Settlement Class member's vehicle and date code evidence of his or her CSID;

c. a written statement of all grounds for the objection accompanied by legal support for the objection (if any);

d. copies of all papers, briefs, evidence, or other documents upon which the objection is based (if any);

e. a list of all persons who will be called to testify in support of the objection (if any);

f. a statement of whether the Settlement Class Member intends to appear at the Settlement Hearing; and

g. the signature of the objecting Settlement Class Member or his or her legal counsel.

21. Unless otherwise ordered by the Court, no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, if approved, or the Final Judgment, or any other order relating thereto, unless such Settlement Class Member has met the foregoing requirements and appears in person or through counsel at the Settlement Hearing, or seek and obtain leave of Court excusing such appearance prior to the Settlement Hearing, or as otherwise may be permitted by the Court at the Settlement Hearing. If an objecting Settlement Class Member intends to appear at the Settlement Hearing through counsel, then the written objection must also state the identity of all counsel representing the objecting Settlement Class Member who will appear at the Settlement Hearing.

22. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, the Final Judgment to be entered approving the Settlement, or any other order relating thereto, unless otherwise ordered by the Court, and shall be bound by the terms and provision of the Settlement Agreement and by all determinations and judgments in the Action, and shall be foreclosed from appealing from any judgment or order entered in this Action.

23. Unless otherwise ordered by the Court, counsel for any objecting Settlement Class Member must contact Putative Class Counsel and confer in good faith to resolve any objections consistent with this Court's local rules at least seven (7) days before the Settlement Hearing.

24. The Settling Parties shall file any responses to objections filed by Settlement Class Members no later than seven (7) days prior to the Settlement Hearing.

25. Putative Class Counsel shall file its motions for an award of attorneys' fees and costs and for class representative incentive payments no later than ninety (90) days following the entry of this Order.

26. The Court reserves the right to continue the date of the Settlement Hearing and related deadlines. In that event, the revised hearing date and/or deadlines shall be posted on the website maintained by the Claims Administrator, and the parties shall not be required to re-send or re-publish the notices. In the event that a deadline set forth in this Order falls on a Saturday, Sunday, or Court holiday, the operative deadline shall be the next date that is not a Saturday, Sunday, or Court holiday. The Court further reserves the right to adjourn the Settlement Hearing without any further notice other than entry of an Order on the Court's docket, and to approve the Settlement without any further notice to the Settlement Class.

27. The certification of the Settlement Class for settlement purposes shall be without force or effect if: (a) the Court does not give final approval to the Settlement as contemplated in the Settlement Agreement; or (b) the Court's approval of the Settlement and/or entry of a final approval order and judgment are reversed or modified on appeal.


28. In the event the Settlement is not finally approved or is otherwise terminated in accordance with the provisions of the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of Plaintiffs, Defendants, and Settlement Class Members.

29. Neither the Settlement Agreement, nor any of its terms or provisions, nor any or the negotiations or proceedings connected with it, shall be construed as an admission or concession by Stoneridge, its counsel, or any of the other Released Parties of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that the Plaintiffs or any Settlement Class Members have suffered any damages, harm, or loss. Further, neither the Settlement Agreement, nor any of its terms or provisions, nor any or the negotiations or proceedings connected with it, nor this Order shall be construed as an admission or concession by the Plaintiffs of the validity of any factual or legal defense or of the infirmity of any claims or facts alleged in this Action.

30. Pending final determination by the Court of whether the Settlement should be approved, all Releasing Parties are enjoined from commencing, prosecuting, or attempting to prosecute any Released Claims against any Released Party in any court or tribunal or proceeding. Unless and until the Settlement Agreement is terminated pursuant to the provisions set forth herein, all proceedings in the Action, other than proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, will be stayed and suspended until further order of the Court.

31. This Court retains, until the end of the Claims Period, exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement Agreement, including by way of illustration and not limitation, any dispute concerning any Claim Form submitted and any future requests by one or more of the parties that the Final Judgment, the releases, and or the permanent injunction set forth in the Settlement Agreement be enforced.

DATED this 5th day of October, 2017.


STEPHEN P. FRIOT
UNITED STATES DISTRICT JUDGE

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