

**EXHIBIT B
TO
SETTLEMENT AGREEMENT**

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SILVAN S. SMITH and JOY E. SMITH,)
Individual Plaintiffs, and)
PATRICIA CHATMAN, HORACE)
GREEN, JR., PHILLIP ALLEN)
LEONARD EPPERSON and MICHAEL)
MARTINEZ on behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
v.) Civil Action No. 00-CV-6003 (DMC)
)
)
DAIMLERCHRYSLER SERVICES)
NORTH AMERICA LLC,)
)
Defendant.)

**FINAL JUDGMENT AND ORDER APPROVING CLASS ACTION
SETTLEMENT AND DISMISSAL WITH PREJUDICE**

The Settlement Agreement dated _____, 2005 (the "Settlement Agreement") between the Class Representatives, Individual Plaintiffs, and DaimlerChrysler Services North America LLC ("DaimlerChrysler Services") provides for the Settlement of this lawsuit on behalf of the Class Representatives, the Class Members, and the Individual Plaintiffs, subject to approval by this Court of its terms and to the entry of this Final Judgment. A copy of the Settlement Agreement is attached as Exhibit 1.

Pursuant to an Order dated _____ 2005 ("Preliminary Approval Order"), the Court scheduled a hearing (the "Fairness Hearing") to consider the approval of the Settlement Agreement and the Settlement reflected in it.

DaimlerChrysler Services denies any wrongdoing, fault, violation of law, or liability for damages of any sort. DaimlerChrysler Services objected, and continues to object, to

the certification of any class and has agreed to the certification of this class for settlement purposes only.

In accordance with the Preliminary Approval Order, Notice was published two times in the USA Today newspaper and in newspapers affiliated with the National Association of Hispanic Publications. The Notice published in the newspapers affiliated with the National Association of Hispanic Publications was published in both Spanish and English. Affidavits and/or declarations of publication of the Notice have been filed with the Court, demonstrating compliance with this Court's orders regarding Notice.

A Fairness Hearing was held before this Court on _____, 2005, to consider, among other things, whether the Settlement should be approved by this Court as fair, reasonable and adequate, and whether Class Counsel's request for approval of attorneys' fees and expenses is reasonable and should be approved by this Court.

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Final Judgment shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.
2. The Settlement Agreement is the product of good faith arms-length negotiations by the Parties, each of whom was represented by experienced counsel.
3. The Court finds that the class proposed only for purposes of the Settlement meets the requirements of Fed. R. Civ. P. 23(b)(2), and hereby certifies a settlement class in the Litigation as follows:

All African-American and Hispanic consumers who entered into
Contracts that were assigned to DaimlerChrysler Services North

America LLC or any of its predecessors or its successors in interest, during the period January 1, 1990 through the Effective Date of the Settlement Agreement.

4. The Notice provided for and given to the Class Members was in compliance with the Preliminary Approval Order dated ____, 2005, and said notification was in full compliance with the notice requirements of due process and Rule 23(e)(1)(B) of the Federal Rules of Civil Procedure.

5. This Court approves the Settlement and all terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, reasonable, adequate and in the best interest of the Class Members, and the Parties to the Agreement are directed to consummate and perform its terms.

6. The Parties dispute the validity of the claims in this Litigation, as explained in the Settlement Agreement, and their dispute underscores not only the uncertainty of the outcome but also why the Court finds the Settlement Agreement to be fair, reasonable, adequate and in the best interests of the Class Members. Beyond facing uncertainty regarding the resolution of those issues, by continuing to litigate, Class Members would also face a challenge to class certification and any other rulings rendered during trial. The relief negotiated by the Parties includes a contract disclosure by DaimlerChrysler Services in the forms it creates and distributes to dealerships, even though this Court has not made any ruling as to whether there is a legal requirement to disclose that information. Further, the relief negotiated by the Parties includes an agreement by DaimlerChrysler Services to lower its present maximum differential between the APR and Buy Rate, even though there has been no ruling of discrimination made by this Court. Finally, the relief negotiated by the Parties includes an agreement by

DaimlerChrysler Services to offer preapproved Firm Offers of Credit to a substantial number of Class Members, even though there has been no ruling of discrimination made by this Court. For these reasons, the Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the tremendous expense associated with it, weigh in favor of approval of the Settlement Agreement.

7. The Court acknowledges the Parties' agreement, as set forth at subparagraph 10.8 of the Settlement Agreement, that the preapproved Firm Offers of Credit program does not violate the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or its implementing regulations, Regulation B, 12 C.F.R. Part 202 ("ECOA"), or any other state or federal statute, regulation, or common law. DaimlerChrysler Services is specifically authorized by the Court to use the Class Counsel List and other available marketing sources in connection with the pre-approved Firm Offers of Credit program. DaimlerChrysler Services will use such information exclusively for conducting this program and will not distribute, use, or seek to use such information for any other purpose, except that DaimlerChrysler Services may share such information with its parents, affiliates, or subsidiaries to the extent permitted by federal or state law.

8. Any and all objections to the Settlement Agreement and Class Counsel's request for approval of attorneys' fees and expenses have been considered and are hereby found to be without merit and are overruled.

9. The entire Litigation is dismissed with prejudice, and without costs to any party.

10. Upon the Effective Date, the Class Representatives and Individual Plaintiffs forever release, waive, and discharge, and agree to the dismissal of, with prejudice, all

Claims that have been made or could have been made in this Litigation under the ECOA, or any other federal or state statute or any common law theory, including all Claims for monetary, equitable, declaratory, injunctive, or any other form of relief, against DaimlerChrysler Services or any of its parents, affiliates, subsidiaries, predecessors, successors, or assigns or any of their officers, directors, employees, attorneys, or agents.

11. The Class Members also forever release, waive, discharge and agree to the dismissal of, with prejudice:

A) all Claims, whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, for equitable, declaratory and/or injunctive relief that have been made, or could have been made, in the Litigation against DaimlerChrysler Services or any of its parents, affiliates, subsidiaries, predecessors, successors, or assigns or any of their officers, directors, employees, attorneys, or agents under the ECOA that arise in whole or in part out of the business practices or actions challenged in the Second Amended Complaint and that arose or will arise on or before the Effective Date; and

B) all race and ethnic status discrimination Claims, whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, for equitable, declaratory, and/or injunctive relief, that have been made, or could have been made, in the Litigation, against DaimlerChrysler Services or any of its parents, affiliates, subsidiaries, predecessors, successors, or assigns or any of their officers, directors, employees, attorneys, or agents under any federal or state statute or any common law theory that arise in whole or in part out of the business practices or actions challenged in the Second Amended Complaint and that arose or will arise on or before the Effective Date.

Notwithstanding the above, Class Members (excluding the Class Representatives and Individual Plaintiffs) are not releasing any individual claims for monetary relief. However, nothing herein shall be construed as a waiver of DaimlerChrysler Services' right to have any such claim for monetary relief arbitrated on an individual non-class basis, where so provided in the customer's Contract.

12. The Class Representatives, Individual Plaintiffs, and Class Counsel's request for approval of attorneys' fees in the amount of Seven Million Five Hundred Thousand dollars (\$7,500,000.00), and reimbursement of Litigation-related expenses in the amount of Two Hundred Thousand dollars (\$200,000.00) is approved.

13. Any person or entity wishing to appeal this Final Order shall post a bond with this Court in the amount of \$ _____ as a condition to prosecuting the appeal.

14. This Order shall not be construed or deemed to be a finding by this Court or evidence of a presumption, implication, concession, or admission by DaimlerChrysler Services concerning (i) any liability, fault, or wrongdoing by DaimlerChrysler Services; (ii) the appropriateness of any measure of alleged loss or damages; or (iii) the appropriateness of class certification for any purpose other than settlement. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, any party may request that this Court vacate this Final Order and the Preliminary Approval Order.

15. Without affecting the finality of this Final Order in any way, this Court retains continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this Final Order, and other matters related or ancillary to the foregoing.

16. The Parties having so agreed, good cause appearing, and there being no just reason for delay, it is expressly directed that this Final Judgment and Order Approving Class Action Settlement and Dismissal with Prejudice be, and hereby is, entered as a final and appealable order.

IT IS SO ORDERED:

HONORABLE DENNIS M. CAVANAUGH
UNITED STATES DISTRICT JUDGE