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NOTE CHANGES MADE
BY THE COURT

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14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **WESTERN DIVISION**

18 JIMMY BANH *et al.*, on behalf of
19 themselves and all others similarly
20 situated,

21 Plaintiffs,

22 v.

23 AMERICAN HONDA MOTOR CO.,
24 INC., a California corporation,

25 Defendant.

Case No.: 2:19-cv-5984 RGK (ASx)

[The Honorable R. Gary Klausner]

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

1 On June 3, 2021, the Court entered an Order re: Plaintiffs’ Renewed Motion for
2 Preliminary Approval of Class Action Settlement (Dkt. # 197) that preliminarily
3 approved the Settlement Agreement in this Litigation and specified the manner in
4 which the Settlement Administrator, Defendant American Honda Motor Co., Inc.
5 (“AHM”), was to provide notice to the Settlement Class. The Settlement Agreement,
6 which is incorporated herein by reference, sets forth the terms and conditions for a
7 settlement and dismissal with prejudice of the Litigation. Terms and phrases in this
8 Final Order and Judgment, unless otherwise defined herein, shall have the same
9 meaning as ascribed to them in the Settlement Agreement.

10 Following the dissemination of the Notice and the posting of the Notice on the
11 Settlement Website, Settlement Class Members were given an opportunity to: (i)
12 submit timely requests for exclusion from the Settlement Class, or (ii) object to the
13 Settlement Agreement (including the Class Counsel Fees and Expenses Award and
14 Named Plaintiffs’ Service Award).

15 A Final Approval Hearing was held on **December 6, 2021 at 9am**, at which
16 time each person filing timely written objections to the settlement and a notice of
17 his/her intent to appear were given a full opportunity to state any objections to the
18 settlement.

19 NOW THEREFORE, this matter having been brought before the Court on the
20 motion of Named Plaintiffs Robert Bilbrey, Jimmy Banh, Mark Peoples, Jamal Samaha,
21 George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsman, John
22 Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Sriarthik Subbarao, Daniel
23 Allan, Paul Gonzales, Eric Faden, and Kristen Gratton, through their attorneys, the
24 Court, having fully considered the terms of the Settlement Agreement and all
25 submissions made in connection with it, finds that the Settlement Agreement and the
26 settlement shall be finally approved as fair, reasonable, and adequate, and the Litigation
27 dismissed with prejudice as to all Settlement Class Members who have not excluded
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1 themselves from the Settlement Class, and dismissed without prejudice as to all persons
2 who timely and validly excluded themselves from the Settlement Class as set forth on
3 the list of Opt-Outs. The Court further finds the Released Claims are subject to the
4 Release in accordance with Federal Rule of Civil Procedure 54 and other applicable
5 laws.

6 The Court hereby makes the following findings of fact and conclusions of law:

7 1. The Court finds it has personal jurisdiction over the Named Plaintiffs and
8 all members of the Settlement Class and has subject matter jurisdiction to approve the
9 settlement and Settlement Agreement, including all Exhibits thereto.

10 2. The Court finds this order is being entered more than ninety (90) days
11 after AHM provided notice of the proposed settlement to the Attorney General of the
12 United States and the attorneys general of the States as required by 28 U.S.C. §
13 1715(b), complying fully with 28 U.S.C. § 1715(d).

14 3. The Court finds that the manner of dissemination and content of the
15 Notice as specified in detail in the Settlement Agreement:

- 16 i. constituted the best notice practicable;
- 17 ii. constituted notice that was reasonably calculated under the
18 circumstances to apprise Settlement Class Members of the pendency
19 of the Litigation, of their right to object to or exclude themselves
20 from the proposed settlement, of their right to appear at the Final
21 Approval Hearing and of their right to seek monetary and other
22 relief;
- 23 iii. constituted reasonable, due, adequate and sufficient notice to all
24 persons entitled to receive notice;
- 25 iv. met all applicable requirements of Due Process and any other
26 applicable law or requirement; and
- 27 v. full and fair opportunity has been afforded to the members of the
28 Settlement Class to be heard at and to participate in the Final
Approval Hearing.

1 4. The Court finds the settlement set forth in the Settlement Agreement is
2 fair, reasonable, and adequate as to each of the Parties and as it applies to the
3 Settlement Class, and in compliance with all requirements of Due Process and
4 applicable law, as to and in the best interests of each of the Parties and members of the
5 Settlement Class, and directs consummation of all of its terms and provisions, and any
6 timely and valid objections thereto are hereby overruled.

7 5. With respect to the Settlement Class, the Court finds and concludes, for
8 settlement purposes only, that: (i) the Settlement Class Members are so numerous as to
9 make joinder impracticable; (ii) there are questions of law and fact common to the
10 Settlement Class, and such questions predominate over any questions affecting only
11 individual Settlement Class Members; (iii) the Named Plaintiffs' claims and the
12 defenses thereto are typical of the claims of Settlement Class Members and the
13 defenses thereto; (iv) the Named Plaintiffs and Class Counsel can protect, and have
14 fairly and adequately protected, the interests of the Settlement Class Members in the
15 Litigation; and (v) a class action is superior to all other available methods for fairly
16 and efficiently resolving the Litigation and provides substantial benefits to the
17 Settlement Class Members and the Court. The Court therefore determines that this
18 action satisfies the prerequisites for class certification for settlement purposes pursuant
19 to Federal Rule of Civil Procedure 23.

20 6. The Court further finds that the Settlement Agreement is supported by the
21 vast majority of the members of the Settlement Class. As of the last date by which
22 requests for exclusion were to be postmarked in accordance with the terms of the
23 Preliminary Approval Order, the Settlement Class Members who have opted out of the
24 Settlement Class and any objections submitted are relatively few when compared to
25 the total number of members of the Settlement Class. The terms of this Final Order
26 and Judgment and the Settlement Agreement do not apply to the Opt-Outs or to any
27 other persons the Parties agree in writing submitted timely and valid requests for
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1 exclusion, unless such Opt-Outs or persons elect to claim the benefits set forth in the
2 Settlement Agreement, thereby choosing to rescind their requests for exclusion from
3 the Settlement Class by filing a Claim.

4 7. The Court finds that the Settlement Agreement and the settlement
5 provided for therein and any proceeding taken pursuant thereto are not and should not
6 in any event be offered or received as evidence of, a presumption, concession or an
7 admission of liability, a defect, or of any misrepresentation or omission in any
8 statement or written document approved or made by AHM or any Releasee of the
9 suitability of these or similar claims to class treatment in active litigation and trial;
10 provided, however, that reference may be made to the Settlement Agreement and the
11 settlement provided for therein in such proceedings as may be necessary to effectuate
12 the settlement.

13 8. The Court finds that the Parties and the Settlement Administrator have
14 fully complied with their respective obligations as set forth in the Preliminary
15 Approval Order entered by this Court on June 3, 2021 ([Dkt. # 197](#)).

16 Based upon the foregoing findings of fact and conclusions of law, which are
17 based upon and supported by the substantial evidence presented by the Parties hereto
18 and members of the Settlement Class, all of which the Court has considered and is in
19 the record before the Court,

20 IT IS HEREBY ORDERED as follows:

21 1. The preliminary certification of the Settlement Class in the Preliminary
22 Approval Order is hereby confirmed and made final for purposes of the Settlement
23 Agreement, as approved by this Final Order and Judgment. Pursuant to [Federal Rule](#)
24 [of Civil Procedure 23](#), the Court hereby certifies, for settlement purposes only, a
25 Settlement Class defined as follows:

26 All current owners and lessees of the 2019-2020 Acura RDX
27 (each a “Settlement Class Vehicles”), who reside in, and who
28 purchased or leased their vehicles (other than for purposes of
resale or distribution) in, the United States, Puerto Rico, and
all United States territories, as well as former owners and

1 lessees of Settlement Class Vehicles who submit a Claim. The
2 Settlement Class also includes all United States military
3 personnel who purchased a Settlement Class Vehicle during
4 military duty.

5 2. Specifically excluded from the Settlement Class are:(1) AHM; (2) any
6 affiliate, parent, or subsidiary of AHM; (3) any entity in which AHM has a controlling
7 interest; (4) any officer, director, or employee of AHM; (5) any successor or assign of
8 AHM; (6) any Judge to whom the Litigation is assigned; (7) anyone who purchased a
9 Settlement Class Vehicle for the purpose of resale; (8) any owners or lessees of
10 Settlement Class Vehicles that were not distributed for sale or lease in the United
11 States, Puerto Rico, or other United States territories; (9) any former owner or lessee
12 who does not file a Claim pursuant to the settlement; (10) any person who has
13 resolved or otherwise released their claims as of the date of the settlement; and (11) all
14 persons who have timely elected to opt out of or exclude themselves from the
15 Settlement Class in accordance with this Court's Orders.

16 3. The proposed method for providing relief to Settlement Class Members,
17 as set forth in the Settlement Agreement, is finally approved as fair, reasonable,
18 adequate, just, and in the best interests of the Settlement Class, and the Parties are
19 hereby ordered to implement, provide, and comply with the requirements and relief
20 described in the Settlement Agreement in accordance with its terms. For settlement
21 purposes only, the Court confirms its appointment of AHM as Settlement
22 Administrator and finds the Settlement Administrator has fully discharged its duties as
23 set forth in the Settlement Agreement.

24 4. The Court confirms its appointment of Class Counsel, for settlement
25 purposes only, of: (1) Hagens Berman Sobol Shapiro, LLP; and (2) Goldenberg
26 Schneider, LPA, and finds Class Counsel adequately represents the Settlement Class
27 for purposes of entering into and implementing the settlement and Settlement
28 Agreement.

1 5. The Court confirms its appointment, for settlement purposes only, of
2 Named Plaintiffs Robert Bilbrey, Jimmy Banh, Mark Peoples, Jamal Samaha, George
3 Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsman, John
4 Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Srikarthik Subbarao,
5 Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton, for settlement purposes
6 only, and finds Named Plaintiffs adequately represent the Settlement Class for
7 purposes of entering into and implementing the settlement and Settlement Agreement.

8 6. The Court awards Service Awards to the eighteen Class Representatives,
9 totaling \$120,000.00,¹ and a Class Counsel Fees and Expenses Award in the amounts
10 of \$2,260,794.00 (Fee Award) and \$477,701.00 (Expense Award) to Class Counsel.
11 These amounts shall be paid and distributed in accordance with the provisions of the
12 Settlement Agreement.

13 7. The motion for final approval of all the terms set forth in the Settlement
14 Agreement is GRANTED, and the Court hereby overrules all objections, as either
15 untimely, not in accordance with the Court's previous order, or on their merits. The
16 Court directs consummation of all of the Settlement Agreement's terms and
17 provisions.

18 8. The Court approves the list of Opt-Outs attached hereto as Exhibit A and
19 determines that Exhibit A is a complete list of all Settlement Class Members who
20 timely have requested exclusion from the Settlement Class. The Opt-Outs shall
21 neither share in nor be bound by the Final Order and Judgment, subject to the terms of
22 the Settlement Agreement.

23 9. The Court adjudges that the Named Plaintiffs and Settlement Class
24 Members have conclusively compromised, settled, dismissed, and released any and all
25 claims against AHM and the Releasees.

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27 ¹ More specifically, the Eight Class Representatives who rejected AHM's Rule 68
28 offer of settlement will receive a \$10,000.00 award each, and ten Class
Representatives who were not offered settlements will receive \$4,000.00 each.

1 10. The Court declares that the Settlement Agreement and this Final Order
2 and Judgment to be binding on, and have res judicata and preclusive effect in all
3 pending and future lawsuits or other proceedings encompassed by the Release and the
4 Released Claims maintained by or on behalf of the Named Plaintiffs and all other
5 Settlement Class Members, as well as their successors, assigns, past, present, and
6 future parents, subsidiaries, joint ventures, partnerships, related companies, affiliates,
7 unincorporated entities, divisions, groups, directors, officers, shareholders, employees,
8 agents, representatives, servants, partners, executors, administrators, assigns,
9 predecessors, successors, descendants, dependents, and heirs.

10 11. By operation of this Final Order and the Judgment entered therewith,
11 effective as of the Effective Date, and in consideration of the Settlement Agreement
12 and the benefits extended to the Settlement Class, the Named Plaintiffs, on behalf of
13 themselves and the Settlement Class Members, and each Settlement Class Member, on
14 behalf of himself or herself or itself and his or her or its respective successors, assigns,
15 past, present, and future parents, subsidiaries, joint ventures, partnerships, related
16 companies, affiliates, unincorporated entities, divisions, groups, directors, officers,
17 shareholders, employees, agents, representatives, servants, partners, executors,
18 administrators, assigns, predecessors, successors, descendants, dependents, and heirs,
19 do or by operation of this Final Order and Judgment are deemed to have fully released
20 and forever discharged the Releasees from the Released Claims in accordance and
21 consistent with the terms of the Settlement Agreement, but not as to any obligations
22 created or owed to them under the terms of the Settlement Agreement.

23 12. The Court dismisses on the merits and with prejudice the Corrected
24 Second Amended Class Action Complaint ([Dkt. # 66-1](#)) in this Litigation without fees
25 or costs except as provided in the Settlement Agreement. Upon the Effective Date, the
26 Named Plaintiffs and all members of the Settlement Class who have not been excluded
27 from the settlement, whether or not they submit a Claim Form within the time and in
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1 the manner provided for, shall be barred from asserting any Released Claim against
2 AHM, and any such members of the Settlement Class shall have released any and all
3 Released Claims against the Releasees.

4 13. Effective as of the date of this Order, to the fullest extent permitted by
5 law, the Court orders and enters a permanent injunction barring and enjoining
6 Settlement Class Members from filing, commencing, prosecuting, intervening in or
7 participating (as class members or otherwise) in any other lawsuit or administrative,
8 regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or
9 arising out of the Released Claims; and (ii) organizing Settlement Class Members who
10 have not been excluded from the class into a separate class for purposes of pursuing as
11 a purported class action any lawsuit or arbitration or other proceeding (including by
12 seeking to amend a pending complaint to include class allegations or seeking class
13 certification in a pending action) based on, relating to or arising out of the Released
14 Claims; the terms of the Release shall not apply to the Opt-Outs attached hereto or to
15 any other persons the Parties agree in writing submitted timely and valid requests for
16 exclusion and should also be listed as Opt-Outs unless such persons elect to claim the
17 benefits set forth in the Settlement Agreement thereby choosing to rescind their
18 requests for exclusion from the Settlement Class.

19 14. The Court hereby authorizes the Parties, without further approval from
20 the Court, to adopt such amendments, modifications and expansions of the Settlement
21 Agreement and all Exhibits hereto as: (i) shall be consistent in all material respects
22 with this Final Order and Judgment; and (ii) do not limit the rights of the Parties or
23 Settlement Class Members.

24 15. If (i) the Effective Date does not occur for any reason whatsoever, or (ii)
25 the Settlement Agreement becomes null and void pursuant to the terms of the
26 Settlement Agreement, this Final Order and Judgment shall be deemed vacated and
27 shall have no force or effect whatsoever.
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16. Without affecting in any way the finality of the judgment entered under this Final Order and Judgment, this Court reserves continuing and exclusive jurisdiction over the Parties, including all Settlement Class Members, and the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement.

17. The Court finds that there is no reason for delay and directs the Clerk to enter this Final Order and Judgment in accordance with the terms of this Final Order and Judgment as of the date of this Order.

IT IS SO ORDERED.

DATED: January 19, 2022

HONORABLE R. GARY KLAUSNER
UNITED STATES DISTRICT JUDGE