

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

Oral Damocles *et al.*, on behalf of themselves  
and all others similarly situated

Plaintiffs,

v.

Mitsubishi Motors North America, Inc.,

Defendant.

Case No. 3:22-cv-00401 consolidated with  
Case No. 3:23-cv-00488, and  
Case No. 3:23-cv-00839

Judge Eli J. Richardson  
Magistrate Judge Alistair E. Newbern

**ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the parties in this consolidated action seek entry of an order preliminarily approving the settlement of this action pursuant to their settlement agreement (the “Settlement Agreement” or “Settlement”), which, together with its attached exhibits, sets forth the terms and conditions for a proposed settlement of the Action and dismissal of the Action with prejudice; and

WHEREAS, the Court has read and considered the Settlement and its exhibits, and Plaintiffs’ Unopposed Motion for Preliminary Approval;

**NOW, THEREFORE, IT IS ON THIS 21st DAY OF January, 2026,**

**ORDERED THAT:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter and parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332 and the Class Action Fairness Act.

3. Venue is proper in this District.

4. Having considered the requirements of Fed. R. Civ. P. 23(e)(2) and the considerations set forth in *Int'l Union, United Auto., Aerospace & Agric. Implement Workers v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007), the Court grants preliminary approval of the Settlement as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good faith, arm's-length negotiations between the parties and their capable and experienced counsel, and with the assistance of an experienced and neutral Mediator. The Court further finds that the Settlement, including the exhibits attached thereto, is sufficiently fair, reasonable and adequate to justify preliminary approval of the Settlement, preliminary certification of the proposed Settlement Class, dissemination of notice to the Settlement Class, as set forth below and in the Settlement, and to schedule a Final Fairness Hearing to determine whether to grant final approval of the Settlement and enter a final approval order and judgment.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the Settlement, the Settlement Class as follows:

All present and former U.S. owners and lessees of Settlement Class Vehicles, certain model year 2022 Mitsubishi Outlander vehicles as defined in Section I.V. of the Settlement Agreement

6. "Settlement Class Vehicles" are defined as certain model year 2022 Mitsubishi Outlander vehicles, distributed by MMNA for sale or lease in the United States, which are specifically identified by Vehicle Identification Number ("VIN") in Exhibit 5 to the Agreement..

7. Excluded from the Settlement Class (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives

of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (k) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

8. The Court preliminarily appoints Lemberg Law as Settlement Class Counsel.

9. The Court preliminarily appoints Plaintiffs Oral Damocles, Joseph Everly, Everett Fields, Jessica Gentry, Sarah Greendale, Brittony Guillen, Justin Haller, Brett Halliday, Deborah Paraday, Jesse Rezendes, Rocco Russo, Rachael Teras, Vincent Viner, Courtney Wade, Michelle Welch, Suzanne Westcott, and Latoya Young as Settlement Class Representatives.

10. The Court preliminarily finds, solely for purposes of the Settlement, that the Settlement satisfies the requirements of Rule 23 such that preliminary certification of the Settlement Class and dissemination of the class notice pursuant to the Settlement's notice program are appropriate. The Court further finds, for Settlement purposes, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives and Settlement Class Counsel have and will continue to fairly and adequately

represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy. The Court also preliminarily finds that certification of the Settlement Class is appropriate when balanced against the risks of continued litigation.

11. The Court finds that extensive and costly investigation, research, and discovery has been conducted to a sufficient extent that counsel for the parties are reasonably able to evaluate their claims and defenses, the risks of further litigation, and the benefits of settlement which will avoid substantial additional costs to the parties and reduce delay and risks associated with litigating this action to conclusion. It further appears that the Settlement has been reached as a result of intensive, arm's-length negotiations of vigorously disputed claims, with the assistance of an experienced and a third-party neutral Mediator.

12. The Court preliminarily approves the Settlement Agreement and its content and exhibits, including the form and content of the Claim Forms (Exhibit 1 to the Settlement Agreement) and the form and content of the Settlement Class Notice (Exhibits 2 and 3 to the Settlement Agreement). The Court finds that the mailing of the Settlement Class Notice in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website, satisfy Rule 23 and due process. The foregoing is the best notice practicable under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of the Action, the class certification for settlement purposes only, the terms of the Settlement and benefits afforded, the Settlement Class Members' rights including the right to opt-out of or object to the Settlement and the deadlines and procedures for doing so, the deadline, procedures and requirements for submitting a reimbursement claim pursuant to the Settlement, Class Counsel's application for fees and expenses, the request for service awards for the named

Plaintiffs, and other pertinent information. The Settlement Class Notice and notice plan constitute due and sufficient notice to the Settlement Class. The Court authorizes the Parties to make non-material modifications to the Settlement Class Notice and Claim Form prior to publication if they jointly agree that any such changes are appropriate.

13. Accordingly, the Court directs that the aforementioned Class Notice be mailed to the Settlement Class Members, pursuant to the terms of the Settlement.

14. The Settlement Claim Administrator is directed to perform all settlement administration duties set out in the Settlement Agreement, including establishing, maintaining, and administering a website dedicated to the Settlement which (i) will provide information about the Settlement including all relevant documents and deadlines and (ii) will instruct on how to submit a Claim for reimbursement. At least fourteen (14) days before the Final Approval Hearing, the Settlement Claim Administrator shall provide an affidavit or declaration to the Court attesting that Settlement Class Notice was disseminated in a manner consistent with the terms of the Settlement.

15. The Departments of Motor Vehicles within the United States and its territories are ordered to provide approval to Polk/IHS Markit, or any other company so retained by the parties and/or the Settlement Claim Administrator, to release the names and addresses of Settlement Class Members in this action associated with the titles of the Vehicle Identification Numbers at issue in this action for the purposes of disseminating the Settlement Class Notice to the Settlement Class Members. Polk/IHS Markit, or any other company so retained by the parties and/or the Settlement Claim Administrator, is ordered to license, pursuant to agreement between Defendant and such company, and/or the Settlement Claims Administrator and such company,

the Settlement Class Members' contact information to Defendant solely for the use of providing Settlement Class Notice in this action and for no other purpose.

16. Any Settlement Class Members that wish to exclude themselves from the Settlement must submit a Request for Exclusion, in writing, to the Settlement Claim Administrator, Class Counsel, and Defense Counsel at the addresses to be specified in the Class Notice. All Requests for Exclusion must be postmarked no within forty-five (45) days after the Notice Date) (the "Exclusion Deadline"), and must include/state the following:

- (a) the Settlement Class Member's full name, address and telephone number;
- (b) the model, model year and VIN of the Settlement Class Vehicle; and
- (c) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

17. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses shall remain in the Settlement Class and shall be subject to and bound by all determinations and judgments in the Action concerning the Settlement, including but not limited to the Release set forth in the Settlement Agreement.

18. Any Settlement Class Member who has not submitted a Request for Exclusion may object to the fairness of this Settlement Agreement, the request for Settlement Class Counsel fees and expenses and/or the request for Settlement Class Representative service awards. Any objection and supporting documents must be filed within forty-five (45) days after the Notice Date (the "Objection Deadline"), in person with the Court or via the Court's electronic filing system, or if not filed in person with the Court or via the Court's electronic system, the objection and supporting documents must be mailed to all of the following persons by first-class mail postmarked no later than the Objection Deadline:

- (a) Clerk of the Court, Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Suite 1300, Nashville, TN 37203; and

- (b) Sergei Lemberg, Lemberg Law, LLC, 43 Danbury Road, 3<sup>rd</sup> Floor, Wilton, CT 06897; and
- (c) Amir Nassihi, Esq., Shook, Hardy & Bacon L.L.P., 555 Mission Street, Suite 2300, San Francisco, CA 94105; and

19. For an objection to be considered by the Court, the objection must contain the following:

- (a) the objector's full name, address, and telephone number;
- (b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);
- (c) a written statement of all grounds for the objection accompanied by any legal support for such objection;
- (d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;
- (e) the name and address of the lawyer(s), if any, who is representing the objecting Settlement Class Member in making the objection;
- (f) a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Fairness Hearing; and
- (g) a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it shall affirmatively so state in the objection.

20. Any objection that fails to satisfy all of these requirements is not valid and shall not be considered by the Court. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

21. Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person by counsel, at the final fairness hearing to explain the bases for his/her/its objection. In order to appear, the objecting Settlement Class Member must, by the Objection Deadline, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the fairness hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the fairness hearing.

22. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing..

23. The Court hereby schedules the Final Fairness Hearing for August 3, 2026 at 1:00 p.m., and will take place in Courtroom 5C of the United States District Court for the Middle District of Tennessee, Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Nashville, TN 37203. The Final Fairness Hearing will assist the Court in determining whether the proposed Settlement should receive final approval as fair, reasonable, and adequate, the Settlement Class should be certified, a final order and judgment should be entered approving the Settlement, and whether Settlement Class Counsel's applications for reasonable attorneys' fees and expenses and service awards to the Settlement Class Representatives should be approved.

24. Settlement Class Counsel shall file their motion for reasonable attorneys' fees and expenses and service awards for the Settlement Class Representative Plaintiffs, no later than fifteen (15) days after the Notice Date. In addition, Class Counsel will cause the motion for reasonable attorneys' fees and expenses and service awards to be posted on the settlement website.

25. In the event the Settlement is not approved by the Court, or for any reason the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding, judicial or otherwise;
- (b) All of the Parties' respective pre-Settlement claims, defenses and procedural rights will be preserved, and the parties will be restored to their positions *status quo ante*;
- (c) Nothing contained in this order is, or may be construed as, any admission or concession by or against Defendant, Released Party or Plaintiffs on any claim, defense, or point of fact or law;
- (d) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence in this or any other proceeding, judicial or otherwise;
- (e) Neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, and/or any objections or interventions may be used as evidence;
- (f) The preliminary certification of the Settlement Class pursuant to this order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily certified; and

26. Pending the Final Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Settlement Class Member, either directly, representatively, or in any

other capacity (including those Settlement Class Members who filed Requests for Exclusion from the Settlement which have not yet been approved by the Court at the Final Fairness Hearing), shall commence, continue, prosecute or participate in, against any of the Released Parties (as that term is defined in the Settlement Agreement), any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

27. Upon final approval of the Settlement, all Settlement Class Members who have not been determined to have timely and validly excluded themselves from the Settlement Class, shall be forever enjoined and barred from asserting any of the matters, Released Claims or causes of action released pursuant to the Settlement Agreement against any of the Released Parties, and any such Settlement Class Member shall be deemed to have forever released any and all such matters, Released Claims, and causes of action against any of the Released Parties as provided in the Settlement Agreement.

28. Settlement Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval of the Settlement that are not materially inconsistent with this order or the Settlement Agreement, including making, without further approval of the Court, agreed minor changes to the form or content of the Class Notice or to any other exhibits that the parties jointly agree are reasonable or necessary.

29. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation of the Settlement terms.

30. Based on the foregoing, the Court sets the following schedule for the Fairness

Hearing and the actions which must precede it:

EVENT	SCHEDULED DATE
Notice Date	100 days after entry of this Preliminary Approval Order
Filing of Motion for Attorney's Fees and Expenses and Service Awards	15 days after the Notice Date
Last day for Class Members to Submit Any Objections to, or Requests for Exclusion from, the Settlement	45 days after the Notice Date
Claim Form Deadline	90 days after Notice Date
Last day to file a response to any Objection	14 days before the Fairness Hearing
Filing of Motion for Final Approval of Settlement	21 days before the Fairness Hearing
Last day for Defendants to file Brief in Support of Final Approval of Settlement	14 days before the Fairness Hearing
Fairness Hearing	August 3, 2026 1:00 p.m. (no earlier than 185 days after the entry of the Preliminary Approval Order)

**SO ORDERED**

Dated: January 21, 2026

  
HONORABLE ELI RICHARDSON  
UNITED STATES DISTRICT JUDGE