

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this 15th day of December, 202~~6~~, by and between 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 (“Plaintiffs”), individually and as representatives of the Settlement Class defined below, and Mitsubishi Motors North America, Inc. (“MMNA” or “Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on June 1, 2022, certain of the above-referenced Plaintiffs filed a putative class action entitled *Oral Damocles, et al. v. Mitsubishi Motors North America, Inc.*, Civil Action No. 3:22-cv-00401 (“*Damocles*,” or the “Action”), in the United States District Court for the Middle District of Tennessee asserting, *inter alia*, various claims alleging that the hoods of the U.S. bound 2022 Mitsubishi Outlander vehicle flutter and bounce while driving, constituting an alleged class-wide defect; and

WHEREAS, also on June 1, 2022, Plaintiff Courtney Wade filed a putative class action with similar claims entitled *Wade v Mitsubishi Motors North America, Inc.* in the Eastern District of Pennsylvania (formerly Civil Action No. 2:22-cv-02135-CFK) (“*Wade*”); and

WHEREAS, on December 8, 2022, MMNA filed a motion to dismiss the operative Amended Complaint in the *Wade* action, which the court denied on December 20, 2022, prior to full briefing, directing MMNA to file an answer to the Amended Complaint; and

WHEREAS, the *Wade* action was transferred to the Middle District of Tennessee on May 15, 2023, under Civil Action No. 3:23-cv-00488, and subsequently consolidated with the *Damocles* Action on June 9, 2023; and

WHEREAS, on February 9, 2022, Plaintiff Jesse Rezendes filed a putative class action with similar claims entitled *Rezendes v. Mitsubishi Motors North America, Inc.*, in the District of Massachusetts (formerly Civil Action No. 1:22-cv-10211-AK) (“*Rezendes*”); and

WHEREAS, MMNA filed a motion to dismiss the operative Amended Complaint in the *Rezendes* action on July 22, 2022, which the court granted in part and denied in part by order dated February 9, 2023; and

WHEREAS, on March 9, 2023, Plaintiff in the *Rezendes* action filed a motion for reconsideration of the court’s dismissal of Plaintiff’s concealment-based Chapter 93A claim and implied warranty of merchantability claim, which the court denied on July 14, 2023; and

WHEREAS, on August 22, 2023, the *Rezendes* action was transferred to the Middle District of Tennessee by joint stipulation of the parties, under Civil Action No. 3:23-cv-00839, and subsequently consolidated with the *Damocles* Action on September 21, 2023;

WHEREAS, MMNA filed motions to compel arbitration as to certain Plaintiffs in the Action on June 27, 2024 (Plaintiff Welch), and on July 22, 2024 (Plaintiffs Gentry, Guillen, Russo, Young, and Fields), which were subsequently fully briefed; and

WHEREAS, on October 3, 2024, the court granted the parties’ joint motion for a stay of the Action pending mediation, which stay was subsequently extended on January 13, 2025, and lifted on March 14, 2025; and

WHEREAS, on July 8, 2025, the parties informed the court that they had reached agreement and executed a settlement term sheet for the resolution of the Action, and the court stayed all deadlines pending the execution of a class settlement agreement on July 9, 2025; and

WHEREAS, Defendant MMNA disputes Plaintiffs’ allegations and claims, and maintains, *inter alia*, that the Settlement Class Vehicles’ hoods are not defective, that no applicable warranties

(express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, that the Settlement Class Vehicles have been properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, and that the Plaintiffs' allegations and claims lack merit and are not suitable for class treatment if the Action proceeded through litigation and trial;

WHEREAS, the Parties, after investigation, discovery and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Action by or on behalf of Plaintiffs and members of the Settlement Class;

WHEREAS, the Parties agree that neither this Settlement Agreement and exhibits, the underlying Settlement itself, nor its negotiations, documents, or any filings relating thereto, shall constitute, be evidence of, or be construed as, (i) any admission of liability, damages, or wrongdoing on the part of Defendant or any Released Party, which is expressly denied, and/or (ii) the existence or validity of any fact, allegation, claim, or issue of law, that was or could have been asserted in the Action, all of which are expressly denied by Defendant, and/or (iii) that the Plaintiffs' claims are or would be suitable for class treatment if the Action proceeded through litigation and trial rather than settlement;

WHEREAS, this Settlement Agreement is the result of vigorous and extensive arm's-length negotiations of highly disputed claims, with adequate knowledge of the facts, issues and the strengths and weaknesses of the Parties' respective positions, is fair, reasonable, and adequate, and complies in all respects with Fed. R. Civ. P. 23;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

I. DEFINITIONS

A. “Action”

“Action” means the consolidated action entitled *Oral Damocles, et al. v. Mitsubishi Motors North America, Inc.*, Civil Action No. 3:22-cv-00401, pending in the United States District Court for the Middle District of Tennessee.

B. “Agreement,” “Settlement,” or “Settlement Agreement”

“Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement including all terms, provisions and conditions embodied herein and all attached Exhibits (which are an integral part of, and incorporated by reference in, this Settlement Agreement).

C. “Claim Administrator”

The “Claim Administrator” means Verita Global.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper submission of the required fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.R. of this Agreement), in which a Settlement Class Member seeks to claim reimbursement for certain past paid and unreimbursed out-of-pocket expenses pursuant to the terms, conditions, and limitations set forth in Sections II.B. and III. of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be used to request reimbursement under this Agreement, substantially in the form attached hereto as Exhibit 1.

F. “Claim Period”

“Claim Period” means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked), or submitted through the online Settlement website, to the Claim Administrator, which period shall expire ninety (90) days after the Notice Date.

G. “Class Counsel” or “Plaintiffs’ Counsel”

“Class Counsel” or “Plaintiffs’ Counsel” means Lemberg Law LLC.

H. “Class Notice”

“Class Notice” means the post-card class notice and the long form class notice, which will be substantially in the form attached hereto as Exhibits 2 and 3.

I. “Class Notice Plan”

“Class Notice Plan” means the plan for disseminating Class Notice to the Settlement Class as set forth in Section V of this Settlement Agreement and includes any further notice provisions that may be agreed upon by the Parties.

J. “Court”

“Court” means the United States District Court for the Middle District of Tennessee located in Nashville, Tennessee.

K. “Defense Counsel”

“Defense Counsel” means Amir Nassihi, Esq. and Janet Hickson, Esq. of Shook, Hardy & Bacon L.L.P.

L. “Effective Date”

“Effective Date” means the first business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys’ fees, costs or Class Representative service

award payments, have expired or been exhausted in such a manner as to affirm the Final Order and Judgment.

M. “Fee and Expense Application”

“Fee and Expense Application” means Class Counsel’s application for an award of reasonable attorneys’ fees, costs, and expenses (“Class Counsel Fees and Expenses”), and for Class Representative service awards.

N. “Final Fairness Hearing”

“Final Fairness Hearing” means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

O. “Final Order and Judgment”

“Final Order and Judgment” means the Final Order and Judgment granting final approval of the Settlement Agreement and dismissing the Action with prejudice as to Defendant, the form of which will be agreed by the Parties and submitted to the Court prior to the Final Fairness Hearing.

P. “In-Service Date”

“In-Service Date” means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a “demonstrator” or “company” car, on the date such vehicle was first placed in service.

Q. “Notice Date”

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail notice of this Settlement to the Settlement Class. The Notice Date shall be within or up to one-hundred (100) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 4.

R. “Proof of Repair Expense”

“Proof of Repair Expense” shall take the form of all of the following: (1) an original or legible copy of a repair invoice(s) or record(s) for the repair covered under the Settlement containing claimant’s name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Mitsubishi dealer or non-dealer service center that performed the covered repair, the date of the covered repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the covered repair; (2) proof of the Settlement Class Member’s payment for the covered repair; and (3) if the person/entity seeking reimbursement is different from the one to whom the Class Notice was mailed, then proof of the Settlement Class Member’s ownership or lease of the Settlement Class Vehicle at the time of the covered repair.

S. “Released Claims” or “Settled Claims”

“Released Claims” or “Settled Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, losses, actions, rights of action and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, executors, administrators, assigns and representatives) which arise from the hoods and their associated parts and hood flutter in Settlement Class Vehicles, and/or Technical Service Bulletins TSB-21-42A-011, TSB-21-42A-011REV, and TSB-21-42A-011REV2, including, but not limited to, all claims that were or could have been asserted in the Action and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, rights or entitlements, losses, actions, rights of action and remedies of any kind, nature and description arising under any state, federal or local

statute, law, rule, regulation, and/or common law, and also including any consumer protection, consumer fraud, unfair business practices or deceptive trade practices statutes or laws, any common law causes of action or theories of liability or recovery, and any legal or equitable theories whatsoever including tort, contract, products and/or strict liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust enrichment, express warranty, implied warranty, the Magnuson-Moss Warranty Act, the Colorado Consumer Protection Act, the Florida Deceptive and Unfair Trade Practices Act, the Georgia Fair Business Practices Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, the Maine Unfair Trade Practices Act, the Massachusetts Consumer Protection Act, the Minnesota Consumer Fraud Act, the New York General Business Law, the North Carolina Unfair and Deceptive Trade Practices Act, the Ohio Consumer Sales Practices Act, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, the Texas Deceptive Practices Act, the South Carolina Unfair Trade Practices Act, the Washington Consumer Protection Act, the West Virginia Consumer Credit and Protection Act, the Uniform Commercial Code and any federal, state or local derivations thereof, all states' Lemon Laws, secret warranty laws and/or any other statutory or common law theories of liability and/or recovery, whether in law or in equity, and whether known or unknown, and for any and all injuries, losses, damages, remedies, recoveries or entitlements of any kind, nature and description, in law or in equity, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, and any other legal or equitable relief. This release expressly exempts claims for personal injuries and property damage (other than damage to the Settlement Class Vehicle related to the vehicle hood).

T. “Released Parties”

“Released Parties” means MMNA, Mitsubishi Motors Corporation, all designers, manufacturers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, suppliers, component suppliers, lessors, warrantors, dealers, repairers and servicers of the Settlement Class Vehicles and each of their component parts and systems, all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives, and all of the aforementioned persons’ and entities’ attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successors, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

U. “Settlement Class” or “Settlement Class Members”

“Settlement Class” or “Settlement Class Members” means: “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.”

Excluded from the Settlement Class are: (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.

V. “Settlement Class Vehicles”

“Settlement Class Vehicles” means 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 this Agreement.

W. “Settlement Website”

“Settlement Website” means the website established by the Claim Administrator to provide Settlement Class Members with information and documents relating to the Settlement including the ability to timely submit Claims for Reimbursement online, if Settlement Class Members so choose. The Parties will work with the Claim Administrator to develop the Settlement Website in a form agreeable to the Parties.

II. SETTLEMENT CONSIDERATION

In consideration for the full and complete Release of all Released Claims against all Released Parties, and the dismissal of the Action with prejudice, Defendant agrees to provide the following consideration to the Settlement Class:

A. Hood Replacement Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles and Transportation

1. Hood Replacement Warranty Extension and TSB Amendment. MMNA agrees to perform a hood replacement on all Settlement Class Vehicles for customers that express concerns with hood fluttering, as follows. Effective on the Notice Date, MMNA will extend the New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover 100% of the cost of the hood replacement repair set forth in TSB-21-42A-011REV2 (“MODIFIED HOOD FOR HOOD FLUTTER – 2022 OUTLANDER – REVISED”), by an authorized Mitsubishi dealer, for all U.S.

owners or lessees of Settlement Class Vehicles that express concerns with hood fluttering in their Settlement Class Vehicles, for a period of eighteen (18) months commencing on the Notice Date. This Warranty Extension shall apply regardless of whether the Settlement Class Vehicle (i) is currently within the NVLW's 5-years/60,000-miles coverage period, or (ii) previously received a hood repair pursuant to TSB-21-42A-011, TSB-21-42A-011REV or TSB-21-42A-011REV2. MMNA shall revise TSB-21-42A-011REV2 to explicitly provide authorized Mitsubishi dealerships with authorization to perform the hood replacement repair (including necessary paint) on all eligible Settlement Class Vehicles pursuant to this Warranty Extension.

2. Vehicles with Previously Repaired Hoods. Effective on the Notice Date, for any U.S. owner or lessee of a Settlement Class Vehicle that received a hood repair prior to the Notice Date through TSB-21-42A-011, TSB-21-42A-011REV or TSB-21-42A-011REV2, MMNA will extend the NVLW to cover 100% of the cost of repair or replacement (including necessary paint), by an authorized Mitsubishi dealer, of a Settlement Class Vehicle presenting with concerns of hood fluttering, during a period of eighteen (18) months from the date that the prior hood repair was performed on said vehicle, regardless of mileage at time of repair. For Settlement Class Vehicles that received a hood repair more than 18 months prior to the Notice Date, this Warranty Extension will apply for six (6) months, commencing on the Notice Date.

3. Transportation. Without cost to and upon request from Settlement Class Members whose hoods are being repaired or replaced pursuant to this Warranty Extension, Mitsubishi dealers will provide a complimentary loaner vehicle or rental car during the time the Settlement Class Vehicle is being repaired.

4. Excluded from the Warranty Extension is any failure of the hood resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or

outside sources. The Warranty Extension will be subject to the same terms and conditions as the original NVLW, and is fully transferable to subsequent owners to the extent that the time limitation of the Warranty Extension has not expired.

B. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses

1. Reimbursement:

Settlement Class Members who submit to the Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for 100% reimbursement of (i) the past paid (and unreimbursed) cost (parts and labor) of repair or replacement of the hood of a Settlement Class Vehicle incurred prior to the Notice Date, and (ii) past paid (and unreimbursed) rental car costs related to past hood repairs incurred while the Settlement Class Vehicle was undergoing repair and prior to the Notice Date. If the hood repair or replacement was performed by an authorized Mitsubishi dealer, the Settlement Class Member must provide proof (by sworn declaration) that they requested and were not provided a substitute vehicle such as a loaner or rental car from the dealer during the time in which the rental car was obtained because the Settlement Class Vehicle was at the dealer for a hood repair or replacement. A form Declaration will be agreed by counsel and made available and can be submitted on the Settlement Website.

If the past paid repair or replacement occurred within the original NVLW period but was not performed by an authorized Mitsubishi dealer, then the Settlement Class Member must submit records (or a sworn declaration if records are not available after a good faith effort to obtain them) confirming that he/she first tried to have the repair or replacement performed by an authorized Mitsubishi dealer but the dealer declined or was unable to perform the repair or replacement. A

form Declaration will be agreed by counsel and made available and can be submitted on the Settlement Website.

Reimbursement for a past paid repair or replacement performed by a service entity or facility that is not an authorized Mitsubishi dealer shall not exceed a maximum reimbursement amount (parts and labor) of \$4,595.

2. Limitations and Exclusions:

a. Excluded from reimbursement is any hood issue resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

b. Any reimbursement shall be reduced by goodwill or other monies or concessions previously paid by an authorized Mitsubishi dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source, for repair or replacement of any hood or hood-related repairs. If the Settlement Class Member received a free replacement or repair, or was otherwise reimbursed the full amount for the repair or replacement, then they will not be entitled to any reimbursement.

c. MMNA shall not be responsible for, and shall not warrant, repair/replacement work performed at any service center or facility that is not an authorized Mitsubishi dealer.

3. Required Proof:

In order to obtain the benefits provided for in this Section, the Settlement Class Member must timely provide, together with a fully completed, signed and dated Claim Form, all required Proof of Repair Expense and any necessary declaration(s).

III. REQUIREMENTS FOR SUBMISSION OF A CLAIM FOR REIMBURSEMENT UNDER SECTION II.B. OF THIS AGREEMENT:

A. The Claim must be mailed and post-marked to the Claim Administrator, or submitted online through the Settlement Website, no later than ninety (90) days after the Notice Date;

B. The Claim, as timely submitted, must contain a fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense;

C. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim must contain proof that the claimant is a Settlement Class Member and that the vehicle that is the subject of the Claim is a Settlement Class Vehicle; and the Claim Form and supporting documentation must demonstrate the Settlement Class Member's right to reimbursement, for the amount requested, under the terms and conditions of this Settlement Agreement.

IV. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

As between the Parties herein, Defendant shall be responsible for the reasonable cost of the Claim Administrator's dissemination of the Class Notice and claim administration. The Parties retain the right to audit and review the Claims-handling by the Claim Administrator, and the Claim Administrator shall report to both parties jointly.

B. Claim Administration

1. Only timely Claims that are complete and satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of Defendant, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150) days

of the date of receipt of the Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. Checks shall remain valid for 180 days.

2. The Claim Administrator may deny any Claim that does not include the required information, documentation, and certification specified in Sections II.B & III. Any such denial of any Claim in whole or in part shall be binding and non-appealable, except that Class Counsel and Defense Counsel shall confer and attempt to resolve in good faith any disputed denial by the Claim Administrator.

3. If the Claim Administrator initially determines that the Claim Form is incomplete, deficient or otherwise not fully completed, signed and/or dated, and/or that supporting documentation is missing, deficient, or otherwise incomplete, then the Claim Administrator will send the Settlement Class Member a letter or notice by first class mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have thirty (30) days after the date of said letter/notice to mail a response to the Claim Administrator, curing all said deficiencies and supplying all missing information and documentation, or the claim will be denied.

4. If the Claim is denied in whole or in part, either for not being timely, not meeting the Settlement criteria for reimbursement, and/or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by first class mail. Any Settlement Class Member whose claim is denied shall have twenty (20) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial, after which time Class Counsel and Defense Counsel shall meet and confer to determine whether said denial, based upon the Claim Form and documentation previously was correct under

the terms of the Settlement, whether the denial should be modified, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

V. NOTICE

A. To Attorneys General: In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Claim Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. The Claim Administrator shall also provide contemporaneous notice to the Parties.

B. To Authorized Mitsubishi Dealers: Prior to the Notice Date, Defendant shall advise each of its authorized Mitsubishi dealers of the basic terms of the Settlement Agreement relating to the Warranty Extension providing for Hood Replacement and Transportation, so that they may effectively communicate with Settlement Class Members and repair Settlement Class Vehicles, if needed, pursuant to the terms of the Extended Warranty. This notification may take place through the revised Technical Service Bulletin referenced in Section II.A above.

C. To Settlement Class: The Claim Administrator shall be responsible for the following Settlement Class Notice Plan:

1. On an agreed upon date with the Claim Administrator, but in no event more than one-hundred (100) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual post-card Class Notice, substantially in the form attached hereto as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. A longer form Class Notice, substantially in the form attached hereto as Exhibit 3, will be made available on the Settlement Website. The

Claim Administrator may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and the Parties approve all changes and formatting. The Claim Administrator shall be responsible for mailing of the Class Notice.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from Polk/IHS Markit or an equivalent company (such as Experian) the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained, based upon the VINs of Settlement Class Vehicles to be provided by Defendant.

3. Prior to mailing the Class Notice, the Claim Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Vehicle owners and lessees. For each individual Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (*e.g.*, a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

4. The Claim Administrator shall diligently, and/or as reasonably requested by Class Counsel or Defense Counsel, report to Class Counsel and Defense Counsel the number of individual Class Notices originally mailed to Settlement Class Members, the number of individual Class Notices initially returned as undeliverable, the number of additional individual Class Notices mailed after receipt of a forwarding address, and the number of those additional individual Class Notices returned as undeliverable.

5. The Claim Administrator shall, upon request, provide Class Counsel and Defense Counsel with the names and addresses of all Settlement Class Members to whom the Claim Administrator mailed a Class Notice pursuant to this section.

6. The Claim Administrator shall implement a Settlement Website that contains the following information:

- (i) instructions on how to submit a Claim for Reimbursement by mail or online;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel, and/or Defense Counsel for assistance;
- (iii) a copy of the Claim Form, Class Notice and this Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, the Class Counsel Fee and Expenses Application, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and
- (iv) the deadlines for any objections, requests for exclusion and mailing of Claims, the date, time, and location of the final fairness hearing, and any other relevant information agreed upon by counsel for the Parties.

7. No later than ten (10) days after the Notice Date, the Claim Administrator shall provide an affidavit or declaration to Class Counsel and Defense Counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Agreement or those required by the Court.

VI. RESPONSE TO NOTICE

A. Objection to Settlement

1. Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in the Preliminary Approval Order and recited in the Class Notice, which date shall be approximately forty-five (45) days after the Notice Date ("Objection Deadline"), either (i) file any such objection, together with any supporting briefs and documents, with the Court either in person

at the Clerk's Office of the United States District Court, Middle District of Tennessee located at the Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Nashville, TN 37203, or (ii) file same via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, mail the objection, together with any supporting briefs and documents, by U.S. first-class mail post-marked no later than the Objection Deadline, to all of the following: the Court at the Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Suite 1300, Nashville, TN 37203; Sergei Lemberg, Esq., Lemberg Law LLC, 43 Danbury Road, Wilton, CT 06897 on behalf of Plaintiffs; and Amir Nassihi, Esq., Shook, Hardy & Bacon L.L.P., 555 Mission Street, Suite 2300, San Francisco, CA 94105 on behalf of Defendant.

2. Any objecting Settlement Class Member must include with his or her objection:
 - (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.

2. 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.

3. Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class Representative service awards. In order to appear at the Final Fairness Hearing, the objecting Settlement Class Member must, no later than 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 Final 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 Final Fairness Hearing. 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.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail, by U.S. first-class mail, a request for exclusion (“Request for Exclusion”) to the Claim Administrator and counsel for the Parties, by the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be sent to the specified addresses and:

(a) include the Settlement Class Member’s full name, address and telephone number;

(b) identify 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.

2. Any request for exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately forty-five (45) days after the Notice Date, and mailed to each of the following: Verita Global, at an address to be provided; Sergei Lemberg, Esq., Lemberg Law LLC, 43 Danbury Road, Wilton, CT 06897; and Amir Nassihi, Esq., Shook, Hardy & Bacon L.L.P., 555 Mission Street, Suite 2300, San Francisco, CA 94105. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. The Claim Administrator will maintain a database of all Requests for Exclusion, and will send written communications memorializing those Requests for Exclusion to Class Counsel and Defense Counsel. The Claim Administrator shall report the names of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

VII. WITHDRAWAL FROM SETTLEMENT

Plaintiffs or Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objection to the proposed Settlement is sustained and such objection results in changes to this Agreement that the withdrawing party deems in good faith to be material (*e.g.*, because it materially increases the costs of the Settlement, materially alters the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

2. The preliminary or final approval of this Settlement Agreement is not obtained without modification, and any modification required by the Court for approval is not agreed to by both parties, and the withdrawing party deems in good faith any required modification to be material (*e.g.*, because it increases materially the cost of the Settlement, materially alters the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

3. Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or modification of an order awarding reasonable attorneys' fees and expenses, if any, shall not be a basis for withdrawal; or

4. In addition to the above grounds, the Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if more than ten percent (10%) of the persons and entities identified as being members of the Settlement Class exclude themselves from the Settlement Class.

5. To withdraw from this Settlement Agreement under this paragraph, the withdrawing Party must provide written notice to the other Party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding or altering any of the material terms or conditions of this Agreement. In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Defendant and Plaintiffs, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

6. A change in law, or change of interpretation of present law, that affects this Settlement shall not be grounds for withdrawal from the Settlement.

VIII. ADMINISTRATIVE OBLIGATIONS

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any claims submitted pursuant to the Settlement and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of claims made, number of claims approved, the number of

claims denied, the number of claims determined to be deficient, and total dollar amount of payouts on claims made, such that Class Counsel and Defense Counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, all reasonable expenses of the Claim Administrator incurred in administering this Settlement Agreement, including the Claim Administrator's cost of disseminating the Class Notice and of distributing and administering the benefits of the Settlement Agreement, shall be paid by Defendant.

IX. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 4.

B. Final Approval of Settlement

1. If this Settlement Agreement is preliminarily approved by the Court, and pursuant to a schedule set forth in the Preliminary Approval Order or otherwise agreed to by the Parties, Class Counsel shall present a motion requesting that the Court grant final approval of the Settlement and issue a Final Order and Judgment approving the Settlement, dismissing the Action with prejudice, and directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in a form to be agreed by the Parties.

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement

Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. Plaintiffs' Application for Attorney Fees, Expenses, and Incentive Awards

1. After the parties executed a term sheet reflecting their agreement on the material terms of this Settlement, the Parties began to discuss the issue of reasonable Class Counsel Fees and Expenses and Class Representative service awards. As a result of adversarial arm's length negotiations thereafter, the Parties hereby agree that Class Counsel may apply to the Court ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs, and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses") in an amount up to, but not exceeding, the total combined sum of \$1,750,000.00 for all Class Counsel and all fees, costs and expenses collectively.

2. Class Counsel may apply for such an award, up to that total combined sum, on or before thirty (30) days prior to the deadline in the Preliminary Approval Order for objections and/or requests for exclusion, or as otherwise directed by the Court. Class Counsel shall not accept any amount of Class Counsel Fees and Expenses exceeding said total combined and collective sum. The award of reasonable Class Counsel Fees and Expenses, to the extent consistent with this Agreement, shall be paid by Defendant as set forth below, and shall not reduce or in any way affect any benefits available to the Settlement Class pursuant to this Agreement.

3. The Parties agree that Class Counsel may also, as part of the Fee and Expense Application, apply to the Court for a reasonable service award of up to, but not exceeding, \$5,000.00 each to the following named Plaintiffs: Oral Damocles; Joseph Everly; Everett Fields; Jessica Gentry; Sarah Greendale and Vincent Viner (to receive only one award of \$5,000.00

collectively); Brittony Guillen; Justin Haller; Brett Halliday; Deborah Paraday; Jesse Rezendes; Rocco Russo; Rachael Teras; Courtney Wade; Michelle Welch; Suzanne Westcott; and Latoya Young, who are seeking to serve as class representatives in the Action (“Settlement Class Representatives”).

4. The Class Counsel Fees and Expenses and Settlement Class Representative Service Awards, to the extent consistent with this Agreement, shall be paid as directed by the Court by wire transfer to Lemberg Law LLC (“Lemberg Law”) within thirty (30) days after the later of the Effective Date of the Settlement or the date of entry of the Final Order and Judgment for attorney fees, expenses, and service awards, including final termination or disposition of any appeals relating thereto. Said payment to Lemberg Law shall fully satisfy and discharge all obligations of Defendant and the Released Parties with respect to payment of the Class Counsel Fees and Expenses, any attorneys’ fees in connection with this Action, and Settlement Class Representative service awards, and Lemberg Law shall thereafter have sole responsibility to distribute the appropriate portions of said payment to other Class Counsel (if any) and the Settlement Class Representatives.

5. Any order or proceedings relating solely to the Fee and Expense Application, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class Representatives’ service awards will not reduce the benefits to which Settlement Class Members may be eligible under the Settlement terms, and the Settlement Class Members will not be required to pay any portion of the Settlement Class Representatives’ service awards or Class Counsel Fees and Expenses.

D. Release of Plaintiffs' and Settlement Class Members' Claims

1. Upon the Effective Date, the Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged the Released Parties from all Released Claims.

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiffs and all Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Upon the Effective Date, the Action will be deemed dismissed with prejudice.

X. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

B. No Admission of Liability

Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant and the Released Parties, or any admissions by Defendant and the Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the

Settlement Class Members, or cited or referred to in the Action or any action or proceeding, except in an action or proceeding brought to enforce the terms of this Agreement.

C. Entire Agreement

This Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements and understandings relating to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. No modification or waiver of any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Agreement is sought.

D. Arm's-Length Negotiations and Good Faith

The Parties have negotiated all of the terms and conditions of this Agreement at arm's-length. All terms, conditions and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

E. Continuing Jurisdiction

The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Agreement.

F. Binding Effect of Settlement Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, attorneys, executors, administrators, heirs, successors and assigns.

G. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice (subject to Court approval as to Court dates).

H. Service of Notice

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Defense Counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing, of a successor individual or address:

As to Plaintiffs: Sergei Lemberg, Esq.
Lemberg Law LLC
43 Danbury Road
Wilton, CT 06897

As to Defendant: Amir Nassihi, Esq.
Shook, Hardy & Bacon L.L.P.
555 Mission Street, Suite 2300
San Francisco, CA 94105

I. Authority to Execute Settlement Agreement

Each counsel or other person executing this Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

J. Discovery

Defendant will continue to participate in reasonable confirmatory discovery to be agreed by the Parties.

K. Return of Confidential Materials

All documents and information designated as “confidential” and produced or exchanged in the Action, shall be returned or destroyed no later than 60 days after the Court’s entry of a Final Order and Judgment approving this Settlement Agreement. Counsel for each Party shall provide a certification to the other that commercially reasonable efforts have been made to assure that all

“confidential” material has been returned or destroyed in accordance with this Section, and affirming that the receiving party has not retained originals, copies, abstracts, compilations, summaries or any other format reproducing or capturing the “confidential” material. Notwithstanding, any confidential documents and information provided to the Claim Administrator shall continue to be made available to the Claim Administrator through the conclusion of its notice and claim administration processes.

L. No Assignment

The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation or any related action.

M. No Third-Party Beneficiaries

This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party (other than Settlement Class Members themselves) as a beneficiary of this Agreement. However, this does not apply to, or in any way limit, any Released Party’s right to enforce the Release of Claims set forth in this Agreement.

N. Construction

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and, therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

O. Captions

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFFS:

Dated: October __, 2025



01/06/2026

Lemberg Law LLC
Class Counsel
By: Sergei Lemberg, Esq.

Dated: October __, 2025

Oral Damocles

11/20/2025

Oral Damocles

Dated: October __, 2025

Joseph Everly

12/01/2025

Joseph Everly

Dated: October __, 2025

Everett Fields

11/20/2025

Everett Fields

Dated: October __, 2025

Jessica Gentry

01/22/2026

Jessica Gentry

Dated: October __, 2025

Sarah Greendale 12/01/2025

Sarah Greendale

Dated: October __, 2025

Vincent Viner 12/01/2025

Vincent Viner

Dated: October __, 2025

Brittany Guillen 12/18/2025

Brittany Guillen

Dated: October __, 2025

Justin Haller 11/19/2025

Justin Haller

Dated: October __, 2025

Brett Halliday 11/19/2025

Brett Halliday

Dated: October __, 2025

Deborah Paraday 12/07/2025

Deborah Paraday

Dated: October __, 2025

Jesse Rezendes 12/01/2025

Jesse Rezendes

Dated: October __, 2025

Rocco Russo 12/26/2025

Rocco Russo

Dated: October __, 2025

Rachael Teras 12/02/2025

Rachael Teras

Dated: October __, 2025

Courtney Wade

11/21/2025

Courtney Wade

Dated: October __, 2025

Michelle Welch

12/04/2025

Michelle Welch

Dated: October __, 2025

Suzanne Westcott

12/02/2025

Suzanne Westcott

Dated: October __, 2025

Latoya Young

12/18/2025

Latoya Young

ON BEHALF OF DEFENDANT:



01/15/2026

Dated: October __, 2025

Amir Nassihi, Esq.
Shook, Hardy & Bacon L.L.P.
555 Mission Street, Suite 2300
San Francisco, CA 94105

Exhibit 1

available for you on the Settlement website at www._____.com.

Total Dollar Amount Claimed For Repair:

\$ •

(3) If You Are Seeking Reimbursement for Rental Car Costs Related to Past Hood Repairs, You Must Also Provide the Following:

If you are seeking reimbursement for any past paid (and unreimbursed) rental car costs related to past hood repairs incurred while the Settlement Class Vehicle was undergoing repair and prior to the Notice Date, you must submit proof of payment of rental car expenses for the time period of the repair. If the hood repair or replacement was performed by an authorized Mitsubishi dealer, you must provide proof (by sworn declaration) that you requested and were not provided a substitute vehicle such as a loaner or rental car from the dealer during the time in which the rental car was obtained because the Settlement Class Vehicle was at the dealer for a hood repair or replacement. A form Declaration is available for you on the Settlement website at www._____.com.

(4) Answer the Following Question:

For the amount of the repair cost for which you are seeking to be reimbursed, did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of that amount from any other source, including from Mitsubishi, any warranty, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund (for example, by an Mitsubishi dealership or any insurance company, under any extended warranty or service contract, or by any other source)?

Yes No

If you answered YES, list the total amount of the cost for which you received a payment, reimbursement, coverage, credit, or concession:

\$ •

(5) Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief.

Signature

Date: MM DD YYYY

(6) Mail Claim Form and all Documents/Paperwork, postmarked no later than _____, 2025, to:

Verita Global
ADDRESS

For more information, please view the Class Notice, call the Claim Administrator at 1-____-____-____, or visit www._____.com

Exhibit 2

Notice of Proposed Class Action Settlement

If you currently or previously owned or leased a certain 2022 model year Mitsubishi Outlander vehicle in the United States, you may be entitled to benefits under a class action settlement.

If you have a concern with hood fluttering, you can have the hood replaced free of charge, in addition to other settlement benefits.

For more information on the proposed Settlement, how and when to file a claim for reimbursement of costs you incurred to repair or replace certain parts, and/or how and when to object to or request to exclude yourself from the Settlement, review the longer form Class Notice available on the Settlement Website, [www. [REDACTED].com.] or call the Claim Administrator, Verita Global, toll-free at 1-(XXX) XXX-XXXX.

Mitsubishi Outlander Hood Settlement
c/o Settlement Administrator
[ADDRESS]

«ScanString»

Postal Service: Please do not mark barcode

Claim ID: «Claim ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A Settlement has been reached in a class action lawsuit regarding the hoods in certain 2022 Mitsubishi Outlander vehicles. The Court has preliminarily approved the Settlement and will determine whether to grant final approval.

Am I a Class Member? You are a Settlement Class Member if you are a present or former U.S. owner or lessee of a certain 2022 model year Mitsubishi Outlander vehicle. You have been identified as an owner or lessee of a covered vehicle. You can confirm that your vehicle is included in the Settlement by searching the VIN Lookup Portal on the Settlement Website: [\[website-address\]](#).com.

What benefits can I get from the Settlement? If the Court grants final approval, the Settlement provides the following benefits: (1) a hood replacement for all Settlement Class Vehicles under a new Warranty Extension for a period of eighteen (18) months commencing from [Notice Date], for owners that express concerns with hood fluttering; (2) for Settlement Class Vehicles that received a hood repair prior to [Notice Date], a Warranty Extension for the repair or replacement of the vehicle's hood, for a period of eighteen (18) months from the date of the repair, or for vehicles that received a repair more than eighteen (18) months prior to [Notice Date], for six (6) months from [Notice Date]; (3) a complimentary loaner or rental vehicle during the time of repair pursuant to the Warranty Extension(s); and (4) reimbursement of certain past paid out-of-pocket repair and rental car expenses. A claim for reimbursement must be submitted to Verita Global no later than _____ either by mail (postmarked) at the above address or online through the Settlement Website. Further details regarding the class action, the Settlement terms and benefits, what is covered, and the requirements, deadlines, and procedures for submitting a claim for reimbursement are described in the longer form Class Notice available at [\[website-address\]](#).com. Copies of additional Settlement documents including the Settlement Agreement with exhibits, the Preliminary Approval Order, and related court filings, are also available for review at _____ .com.

How can I exclude myself from the Class and Settlement? If you want to exclude yourself from the Class and Settlement, you must mail a request for exclusion postmarked no later than [date] to Verita Global, Class Counsel, and Defense Counsel. The requirements for a request for exclusion, and the addresses to whom it must be mailed, are set forth in the longer form Class Notice on the Settlement Website, [\[website-address\]](#).com. If you exclude yourself, you will not be in the Settlement Class and will

not be eligible to receive any benefits from the Settlement. If you do not timely exclude yourself from the Settlement, you will remain part of the Settlement Class and will be bound by all terms and provisions of the Settlement Agreement, including the Release of Claims, and any orders and judgments of the Court.

How can I object? If you want to stay in the Settlement Class but object to the Settlement or to Class Counsel's request for Attorneys' Fees and Costs and/or Class Representative Service Awards, you must file an objection or comment with the Court no later than [date]. For further information and instructions on the specific requirements for an objection and when, where, and how to file one, refer to the longer form Class Notice at [[website-address](#)].com.

Do I have a lawyer in this case? Yes. The Court has appointed the law firm of Lemberg Law LLC to represent you and the Settlement Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court's Final Fairness Hearing. The Court will hold a Final Fairness Hearing on [date] at [time], at the Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Courtroom 5C, Nashville, TN 37203, to consider whether to (1) grant final approval of the Settlement, and (2) approve Class Counsel's request for reasonable attorneys' fees and costs of up to \$1,750,000 (collectively) and Service Awards of up to \$5,000 for each Plaintiff-Settlement Class Representative. The date of the hearing may change without further written notice, so please visit [[website-address](#)].com for updated information. If you wish to appear at the hearing, you must follow the specific instructions and deadline which are set forth in the longer form Class Notice. Please visit [[website-address](#)].com or call the Claim Administrator toll free at 1-(XXX) XXX-XXXX to obtain more information about the proposed Settlement, your rights and potential benefits, and applicable requirements, procedures, and deadlines.

Please do not contact the Court regarding this Notice.

UNIQUE ID: XXXXX-XXXX / PIN: XXXXXXXX / VIN: XXXXXXXXXXXXXXXXXXXX

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.



Mitsubishi Outlander Hood Settlement Administrator
c/o Verita Global
[Address]

Exhibit 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A federal court authorized this notice. This is not a solicitation from a lawyer.

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE

A settlement has been reached in a class action alleging issues with certain 2022 model year Mitsubishi Outlander vehicles which causes their hoods to flutter. If you currently or previously owned or leased a certain 2022 model year Mitsubishi Outlander vehicle in the United States, you may be entitled to benefits under a class action settlement:

- **If you have a concern with your Outlander hood fluttering, you can get the hood repaired and replaced free of charge.**
- **Even if you have had your Outlander hood repaired or replaced but still have a hood fluttering concern, you can get it repair or replaced.**
- **You can get reimbursement of certain past paid out-of-pocket repair and rental expenses related to hood fluttering in certain 2022 model year Outlander vehicles.**

These benefits have certain time limitations so read this notice carefully.

This proposed class action, pending in the United States District Court for the Middle District of Tennessee, is captioned *Oral Damocles, et al. v. Mitsubishi Motors North America, Inc.*, Civil Action No. 3:22-cv-00401 (the “Action” or “Lawsuit”). The parties have agreed to a class settlement of the Action, which the Court has preliminarily approved, and have asked the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.

This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines, and procedures.

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.

BASIC INFORMATION

1. Why you received this notice, and what the Lawsuit and settlement benefits are.

According to records, you are a current or past owner or lessee of a certain specific 2022 model year Mitsubishi Outlander vehicle that was distributed by Mitsubishi Motors North America, Inc. (“MMNA”) in the United States (hereinafter, collectively, “Settlement Class Vehicles”), identified in a VIN list attached as Exhibit 5 to the Settlement Agreement:

*Not every 2022 model year Mitsubishi Outlander vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The specific Settlement Class Vehicles are determined by Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN where indicated in the VIN Lookup Portal on the Settlement website, www.████████.com.

A Settlement Class Member is defined as a current or past owner or lessee of a Settlement Class Vehicle, subject to exclusions listed in section 3 below.

The Lawsuit claims that the putative class vehicles’ hoods are defective and may flutter and bounce while driving. MMNA has denied the claims and maintains that the hoods are not defective, were properly designed, manufactured,

Questions? Call 1-████████-████████ or visit www.████████.com

marketed, and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Lawsuit has been resolved through a Settlement under which the benefits set forth below will be provided:

I. Hood Replacement Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles and Transportation

MMNA agrees to perform a hood replacement on all Settlement Class Vehicles for customers that express concerns with hood fluttering, as follows. Effective [Notice Date], MMNA will extend the New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover 100% of the cost of the hood replacement repair set forth in TSB-21-42A011REV2 (“MODIFIED HOOD FOR HOOD FLUTTER – 2022 OUTLANDER – REVISED”), by an authorized Mitsubishi dealer, for all U.S. owners or lessees of Settlement Class Vehicles that express concerns with hood fluttering in their Settlement Class Vehicles, for a period of eighteen (18) months commencing on [Notice Date]. This Warranty Extension shall apply regardless of whether the Settlement Class Vehicle (i) is currently within the NVLW’s 5-years/60,000-miles coverage period, or (ii) previously received a hood repair pursuant to TSB-21-42A-011, TSB-21-42A-011REV or TSB-21-42A-011REV2. MMNA shall revise TSB-21-42A-011REV2 to explicitly provide authorized Mitsubishi dealerships with authorization to perform the hood replacement repair (including necessary paint) on all eligible Settlement Class Vehicles pursuant to this Warranty Extension.

Also effective [Notice Date], for any U.S. owner or lessee of a Settlement Class Vehicle that received a hood repair prior to [Notice Date] through TSB-21-42A-011, TSB-21-42A-011REV or TSB-21-42A-011REV2, MMNA will extend the NVLW to cover 100% of the cost of repair or replacement (including necessary paint), by an authorized Mitsubishi dealer, of a Settlement Class Vehicle presenting with concerns of hood fluttering, during a period of eighteen (18) months from the date that the prior hood repair was performed on said vehicle, regardless of mileage at time of repair. For Settlement Class Vehicles that received a hood repair more than 18 months prior to the [Notice Date], this Warranty Extension will apply for six (6) months, commencing on the [Notice Date].

Without cost to and upon request from Settlement Class Members whose hoods are being repaired or replaced pursuant to this Warranty Extension, Mitsubishi dealers will provide a complimentary loaner vehicle or rental car during the time the Settlement Class Vehicle is being repaired.

The Warranty Extension will be subject to the same terms and conditions as the original NVLW, and is fully transferable to subsequent owners to the extent that the time limitation of the Warranty Extension has not expired.

Excluded from the Warranty Extension is any failure of the hood resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or outside sources.

II. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses for Repairs or Rentals

Settlement Class Members who submit to the Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for (i) 100% reimbursement of the past paid (and unreimbursed) cost (parts and labor) of repair or replacement of the hood of a Settlement Class Vehicle incurred prior to the Notice Date, and (ii) past paid (and unreimbursed) rental car costs related to past hood repairs incurred while the Settlement Class Vehicle was undergoing repair and prior to the Notice Date.

If the past paid repair or replacement occurred within the original NVLW period but was not performed by an authorized Mitsubishi dealer, then the Settlement Class Member must submit records (or a sworn declaration if records are not available after a good faith effort to obtain them) confirming that he/she first tried to have the repair or replacement performed by an authorized Mitsubishi dealer but the dealer declined or was unable to perform the repair or replacement. A form Declaration is available and can be submitted on the Settlement website at www._____.com.

For reimbursement of rental car expenses if the hood repair or replacement was performed by an authorized Mitsubishi dealer, the Settlement Class Member must provide proof (by sworn declaration) that they requested and were not provided a substitute vehicle such as a loaner or rental car from the dealer during the time in which the rental

car was obtained because the Settlement Class Vehicle was at the dealer for a hood repair or replacement. A form Declaration is available and can be submitted on the Settlement website at www._____.com.

The above relief is subject to certain limitations and proof requirements which are set forth below and in the Settlement Agreement which can be found on the Settlement website at www._____.com.

A. Required Claim Form and Supporting Documentation:

In order to submit a valid Claim for Reimbursement under this Settlement, you must either mail to the Claims Administrator, by first-class mail **post-marked no later than _____ [90 days after Notice Date]**, or submit to the Claims Administrator online through the Settlement Website **no later than _____ [90 days after Notice Date]**, a fully completed, signed and dated Claim Form, a copy of which is also available at www._____.com, together with all required documentation listed below.

(1) an original or legible copy of a repair invoice(s) or record(s) for the repair covered under the Settlement containing claimant's name, the make, model and vehicle identification number ("VIN") of the Settlement Class Vehicle, the name and address of the authorized Mitsubishi dealer or non-dealer service center that performed the covered repair, the date of the covered repair, a description of the repair work performed including the parts repaired/replaced which may include a breakdown of parts and labor costs, and the amount charged (parts and labor) for the covered repair;

(2) proof of the Settlement Class Member's payment for the covered repair; and

(3) if the person/entity seeking reimbursement is different from the one to whom the Class Notice was mailed, then proof of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle at the time of the covered repair.

B. Limitations:

Any reimbursement shall be reduced by goodwill or other monies or concessions previously paid by an authorized Mitsubishi dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source, for repair or replacement of any hood or hood-related repairs. If the Settlement Class Member received a free replacement or repair, or was otherwise reimbursed the full amount for the repair or replacement, then they will not be entitled to any reimbursement.

MMNA will not be responsible for, and shall not warrant, any repair or replacement work that is not performed by an authorized Mitsubishi dealer.

Excluded from reimbursement is any hood issue resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

Reimbursement for a past paid repair or replacement performed by a service entity or facility that is not an authorized Mitsubishi dealer shall not exceed a maximum reimbursement amount (parts and labor) of \$4,595.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. The company they sued is called the Defendant. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks, delays, and costs of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

Questions? Call 1-_____-____-____ or visit www._____.com

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class: “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.”

You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN where indicated in the VIN Lookup Portal on the Settlement website, www._____.com.

Excluded from the Settlement Class are (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 the Settlement 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 (see Section 10 below).

4. I’m still not sure if I am included in this Settlement.

If you are still not sure whether you are included in this Settlement, you can get more information. You can enter your VIN in the VIN Lookup Portal at www._____.com to determine if your vehicle is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-_____-_____-_____ or visit www._____.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided in the next three sections.

6. Who can send in a Claim for reimbursement?

Any resident of the United States or its territories or possessions who purchased or leased a Settlement Class Vehicle can send in a timely Claim for reimbursement for money spent prior to _____ [the Notice Date] if the Claim satisfies the parameters and criteria required for reimbursement as described in Section 1.

7. How do I send in a Claim for reimbursement?

To submit a Claim for reimbursement, you must do the following no later than _____:

- A. Complete a Claim Form. This is the only way to submit a claim. You can submit a claim form online at www._____ or download a claim form and mail it in.
- B. Online. Go to www._____ to complete an online claim form. Your completed signed, and dated Claim Form, together with your supporting documentation (i.e., repair record[s], receipts, proof of payment, etc.) must be submitted no later than _____. The information that must be reflected in your records is described on the Claim Form.
- C. Mail. Or you can submit a claim by mail. Your completed, signed, and dated Claim Form, together with your supporting documentation (i.e., repair record[s], receipts, proof of payment, etc.) must be submitted by First-Class mail, post-marked no later than _____, to the Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form.

Questions? Call 1-_____-_____-_____ or visit www._____.com

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documents by the required deadline, you will not receive a reimbursement.

8. When do I get my reimbursement or learn whether I will receive a payment?

If the Claims Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the “Effective Date”), whichever is later. The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.[REDACTED].com.

If the Claims Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency in your Claim, and what needs to be submitted, and by when, to correct the deficiency. To check on the status of your Claim, you can call 1-[REDACTED].

9. What am I giving up to participate in the Settlement and stay in the Class?

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit which arise from the hoods and their associated parts and hood flutter in Settlement Class Vehicles, that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement. It also means that all of the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.S and I.T of the Settlement Agreement, a copy of which is available for review on the settlement website, www.[REDACTED].com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You have a right, if you so desire, to exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a written Request for Exclusion by U.S. mail **post-marked no later than [REDACTED], [45-days after the “Notice Date”]**, stating clearly that you want to be excluded from the Settlement. You must include in the Request for Exclusion your full name, address, telephone number; the model, model year and VIN of the Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, **post-marked no later than [REDACTED], [45-days after “Notice Date”]**, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
[CLAIM ADMINISTRATOR] [ADDRESS]	SERGEI LEMBERG, ESQ. LEMBERG LAW, LLC 43 DANBURY ROAD WILTON, CT 06897	AMIR NASSIHI, ESQ. SHOOK, HARDY & BACON L.L.P. 555 MISSION STREET, SUITE 2300 SAN FRANCISCO, CA 94105

You cannot exclude yourself on the phone or by email. If you timely submit your request to be excluded by U.S. mail, you will not receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

11. If I don’t exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or the Released Claims, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

12. If I exclude myself, can I get the benefits of this Settlement?

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firm of Lemberg Law LLC to represent Settlement Class Members. This law firm is called “Class Counsel.”

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses (“Fees and Expenses”) in an amount not exceeding a combined total sum of \$1,750,000.

Class Counsel will also apply to the Court for service awards to the named Plaintiffs, Oral Damocles; Joseph Everly; Everett Fields; Jessica Gentry; Sarah Greendale and Vincent Viner (to receive only one award collectively); Brittony Guillen; Justin Haller; Brett Halliday; Deborah Paraday; Jesse Rezendes; Rocco Russo; Rachael Teras; Courtney Wade; Michelle Welch; Suzanne Westcott; and Latoya Young, who have conditionally been approved as Settlement Class Representatives, in the amount of \$5,000 each for their efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service awards to Settlement Class Representatives, will be paid separately by Defendant and will not reduce any benefits available to you or the rest of the Settlement Class under the Settlement. You won’t have to pay these Fees and Expenses.

Class Counsel’s motion for fees and expenses and Settlement Class Representative service awards will be filed by [REDACTED], and a copy will be made available for review at www.[REDACTED].com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel’s requests for Fees and Expenses and Settlement Class Representative service awards. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object to or comment on the Settlement, you must do either of the following:

- (i) File your written objection or comment, and any supporting papers or materials, on the Court’s docket for this case, *Oral Damocles, et al. v. Mitsubishi Motors North America, Inc.*, United States District Court for the Middle District of Tennessee, Civil Action No. 3:22-cv-00401, via its electronic filing system, no later than [REDACTED] **[45-days after “Notice Date”], or**
- (ii) File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk’s Office of the United States District Court for the District of Tennessee, located at Fred D. Thompson U.S. Courthouse and Federal Building 719 Church Street, Nashville, TN 37203, Suite 1300, no later than [REDACTED] **[45-days after “Notice Date”], or**

Questions? Call 1-[REDACTED] or visit www.[REDACTED].com

(iii) Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, post-marked no later than [redacted] [45-days after “Notice Date”]:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE FRED D. THOMPSON U.S. COURTHOUSE AND FEDERAL BUILDING 719 CHURCH STREET, SUITE 1300 NASHVILLE, TN 37203	SERGEI LEMBERG, ESQ. LEMBERG LAW, LLC 43 DANBURY ROAD WILTON, CT 06897	AMIR NASSIHI, ESQ. SHOOK, HARDY & BACON L.L.P. 555 MISSION STREET, SUITE 2300 SAN FRANCISCO, CA 94105

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative Service Awards, in *Oral Damocles, et al. v. Mitsubishi Motors North America, Inc.*, United States District Court for the Middle District of Tennessee, Civil Action No. 3:22-cv-00401, and must include your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); a written statement of all grounds for the objection accompanied by any legal support for such objection; the name and address of any counsel representing you; and 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. Any Settlement Class Member objecting to the Settlement must also provide a list of all other objections submitted by the objector, or the objector’s counsel, to any class action settlements 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, or affirmatively state that the Settlement Class Member or his/her counsel has not objected to any other class action settlement in the United States in the previous five (5) years, in the written materials provided with the objection.

Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the objecting Settlement Class Member must, by the objection deadline of [redacted] [45-days after “Notice Date”], file with the Clerk of the Court and serve upon all counsel designated in the Class Notice (see above), 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 his/her counsel) intends to present to the Court in connection with the Fairness Hearing.

Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth in the Settlement Agreement 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.

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

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at **a.m. on** _____, before the Honorable Eli J. Richardson, United States District Judge, United States District Court for the Middle District of Tennessee, Martin Luther King Jr. Federal Building and United States Courthouse, Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Courtroom 5C, Nashville, TN 37203, to determine whether the Settlement should be finally approved. At this Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for Fees and Expenses and service awards to the Settlement Class Representatives. The date of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court's PACER site to confirm that the date has not changed.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. Your objection will be considered by the Court whether you or your lawyer attend or not.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 of this Class Notice, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Oral Damocles, et al. v. Mitsubishi Motors North America, Inc.*, United States District Court for the Middle District of Tennessee, Civil Action No. 3:22-cv-00401. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the 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.

You must file your Notice of Intention to Appear with the Clerk of the Court and serve upon all counsel designated in the Class Notice, by the objection deadline of _____ [45-days after "Notice Date"]. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, including all orders, judgments and the release of claims set forth in the Settlement.

MORE INFORMATION

22. Where can I get more information?

Visit the website at www._____.com, where you can look up your vehicle's VIN to determine if it is Settlement Class Vehicle, find extra Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this Action and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Claim Administrator at 1-_____-_____-_____ or email **[INSERT EMAIL ADDRESS]**.

Questions? Call 1- or visit [www. .com](http://www.<u> </u>.com)

Exhibit 4

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 ___ DAY OF _____, 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, 3rd 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 _____ at _____, 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, Suite 1300, 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	_____ (no earlier than <u>185 days after the entry of the Preliminary Approval Order</u>)

SO ORDERED

Dated: _____

Honorable Eli Richardson
United States District Judge

Exhibit 5

Place holder for “Damocles VIN List (PRODUCED PURSUANT TO
PROTECTIVE ORDER).XLSX”