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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

*In re ZF-TRW Airbag Control Units  
Products Liability Litigation*

ALL CASES AGAINST  
MITSUBISHI

MDL No. 2905

Judge: John A. Kronstadt

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, AND GRANTING  
ATTORNEYS' FEES, EXPENSES, AND  
SERVICE AWARDS**

1 WHEREAS, the Court, having considered the Settlement Agreement (ECF  
2 941-1, Ex. C) between and among the Mitsubishi Class Representatives, Settlement  
3 Class Counsel, and Defendants Mitsubishi Motors Corporation and Mitsubishi  
4 Motors North America, Inc. (collectively, “Mitsubishi”); the Court’s November 1,  
5 2024 Order re Preliminary Approval of Class Settlement and Direction of Notice  
6 (ECF 983) (the “Preliminary Approval Order”); and Plaintiffs’ motion for Final  
7 Approval of Class Settlement, and Award of Attorneys’ Fees, Expenses, and Service  
8 Awards and the memoranda in support (ECF 1017), having held a Fairness Hearing  
9 on April 7, 2025, and having considered all of the submissions and arguments with  
10 respect to the Settlement, and otherwise being fully informed, and good cause  
11 appearing therefor;

12 **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. This Order Granting Final Approval of Class Action Settlement (“Final  
14 Approval Order”) incorporates herein the Settlement Agreement and its exhibits  
15 and the Preliminary Approval Order. Unless otherwise provided herein, the terms  
16 defined in the Settlement Agreement and Preliminary Approval Order shall have the  
17 same meanings for purposes of this Final Approval Order and accompanying Final  
18 Judgment.

19 2. The Court has personal jurisdiction over the parties to the Settlement  
20 Agreement and all Mitsubishi Class Members, and has subject matter jurisdiction to  
21 finally approve the Settlement Agreement, grant final certification of the Class,  
22 settle, and release all claims released in the Settlement Agreement, and dismiss the  
23 Action with prejudice as to Mitsubishi and enter final judgment in each Action as to  
24 Mitsubishi. Venue is proper in this District.

25 **CERTIFICATION OF THE SETTLEMENT CLASS**

26 3. Based on the record before the Court, including all submissions in  
27 support of the Settlement, all responses thereto, and all prior proceedings in the  
28 Action, as well as the Settlement Agreement itself and its related documents and

1 exhibits, the Court hereby confirms the certification of the following nationwide  
2 Class (the “Class”) for settlement purposes only:

3 (1) All persons or entities who or which, on the date of the issuance of  
4 the Preliminary Approval Order, own/lease or previously owned/leased  
5 Mitsubishi Class Vehicles distributed for sale or lease in the United  
6 States or any of its territories or possessions. Excluded from this Class  
7 are: (a) Mitsubishi, its officers, directors, employees and outside  
8 counsel; its affiliates and affiliates’ officers, directors and employees;  
9 its distributors and distributors’ officers and directors; and Mitsubishi’s  
10 Dealers and their officers and directors; (b) Settlement Class Counsel,  
11 Plaintiffs’ counsel, and their employees; (c) judicial officers and their  
12 immediate family members and associated court staff assigned to this  
13 case; and (d) persons or entities who or which timely and properly  
14 exclude themselves from the Class.

15 The Court finds that only those persons/entities/organizations listed on  
16 Appendix A to this Final Approval Order have timely and properly excluded  
17 themselves from the Class and, therefore, are not bound by this Final  
18 Approval Order or the accompanying Final Judgment.

19 4. Since this Court granted preliminary approval, there have been no  
20 “material changes to any of the information relevant to the application of the factors  
21 that are used to determine whether the certification of a class is appropriate under  
22 Fed. R. Civ. P. 23.” *Miller v. Wise Co., Inc.*, No. ED CV17-99616 JAK (PLAx),  
23 2020 WL 1129863, at \*4 (C.D. Cal. Feb. 11, 2020).

24 5. Therefore, the Court confirms, for settlement purposes and conditioned  
25 upon the entry of the Final Approval Order and Final Judgment and upon the  
26 occurrence of the Effective Date, that the Class meets all the applicable  
27 requirements of Fed. R. Civ. P. 23(a) and (b)(3). The Court previously addressed the  
28 applicable Rule 23 elements in the Preliminary Approval Order and reaches the  
same conclusions herein. The Court summarizes its prior findings for purposes of  
Final Approval:

a. *Numerosity*. The Class, which is ascertainable, consists of those  
owners and lessees at the date of the Preliminary Approval Order and former

1 owners and lessees of at least 97,565 Class Vehicles located throughout the United  
2 States and satisfies the numerosity requirement of Fed. R. Civ. P. 23(a)(1). Joinder  
3 of these widely dispersed, numerous Mitsubishi Class Members into one suit would  
4 be impracticable. *See* Preliminary Approval Order at 10.

5 b. *Commonality*. Several questions of law or fact regarding Mitsubishi's  
6 alleged activities are common to all Mitsubishi Class Members, and therefore  
7 commonality is satisfied under Fed. R. Civ. P. 23(a)(2). *See* Preliminary Approval  
8 Order at 10-11.

9 c. *Typicality*. The claims of Settlement Class Representatives are typical  
10 of the claims of the Mitsubishi Class Members they seek to represent for purposes  
11 of settlement, and therefore Fed. R. Civ. P. 23(a)(3) is satisfied. *See* Preliminary  
12 Approval Order at 11.

13 d. *Adequate Representation*. The Settlement Class Representatives'  
14 interests do not conflict with those of absent members of the Class, and are co-  
15 extensive with those of absent Mitsubishi Class Members. Additionally, this Court  
16 recognizes the experience of Co-Lead Counsel and Settlement Class Counsel. The  
17 Settlement Class Representatives and their counsel have prosecuted this Action  
18 vigorously on behalf of the Class. The Court finds that the requirement of adequate  
19 representation of the Class has been fully met under Fed. R. Civ. P. 23(a)(4). *See*  
20 Preliminary Approval Order at 12.

21 e. *Predominance of Common Issues*. The Settlement Class  
22 Representatives allege a common course of fraudulent conduct by the Defendants  
23 that applies to all Mitsubishi Class Members and is central to their claims.  
24 Questions of law or fact common to the Mitsubishi Class Members, as it pertains to  
25 consideration of the Settlement, predominate over any questions affecting any  
26 individual Class Member. Therefore, the Court finds that the predominance  
27 requirement of Fed. R. Civ. P. 23(b)(3) is met. *See* Preliminary Approval Order at  
28 12-13.

1 f. *Superiority of the Class Action Mechanism.* The class action  
2 mechanism provides a superior procedural vehicle for settlement of this matter  
3 compared to other available alternatives. Class certification promotes efficiency and  
4 uniformity of judgment because the many Mitsubishi Class Members will not be  
5 forced to separately pursue claims or execute settlements in various courts around  
6 the country. Therefore, the Court finds that the superiority requirement of Fed. R.  
7 Civ. P. 23(b)(3) is met. *See* Preliminary Approval Order at 13-14.

8 6. The Court finds that the Settlement Class Representatives have  
9 adequately represented the Class for purposes of entering into and implementing the  
10 Settlement Agreement and confirms its appointment of the following Settlement  
11 Class Representatives: Gaylynn Darling (Sanchez), Michael Nearing and John  
12 Sancomb. The Court finds that these Mitsubishi Class Members have adequately  
13 represented the Class for purposes of entering into and implementing the Settlement  
14 Agreement.

15 7. The Court confirms its appointment of Baron & Budd, P.C. and Loeff  
16 Cabraser Heimann & Bernstein, LLP; Ahdoot & Wolfson, PC, Beasley, Allen,  
17 Crow, Methvin, Portis & Miles, P.C., Bleichmar Fonti & Auld LLP, Boies, Schiller  
18 & Flexner L.L.P., Casey Gerry Schenk Francavilla Blatt & Penfield, LLP, DiCello  
19 Levitt Gutzler LLC, Gibbs Law Group LLP, Keller Rohrback L.L.P., Kessler Topaz  
20 Meltzer and Check LLP, Podhurst Orseck, P.A., Pritzker Levine LLP, Robbins  
21 Geller Rudman & Dowd LLP, and Robins Kaplan LLP as Settlement Class Counsel  
22 under Fed. R. Civ. P. 23(g).

23 **NOTICE TO MITSUBISHI CLASS MEMBERS**

24 8. The record shows and the Court finds that Class Notice has been given  
25 to  
26 the Class in the manner approved by the Court in its Preliminary Approval Order  
27 (ECF 983). *See* Supplemental Declaration of Jennifer M. Keough on Settlement  
28 Notice Program Progress (“Supplemental Keough Decl.”); Declaration of Jennifer

1 M. Keough re: Settlement Notice Program (ECF 941-3). The Court finds that the  
2 previously-approved form, content, and methods of disseminating notice to the  
3 Mitsubishi Class have been implemented by the Parties, and: (a) is reasonable and  
4 constitutes the best practicable notice to Mitsubishi Class Members under the  
5 circumstances; (b) constitutes notice that was reasonably calculated, under the  
6 circumstances, to apprise Mitsubishi Class Members of all requisite information  
7 about the Settlement and their rights and obligations thereunder; (c) constitutes due,  
8 adequate, and sufficient notice to all persons or entities entitled to receive notice;  
9 and (d) fully satisfied the requirements of the United States Constitution (including  
10 the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as  
11 complying with the Federal Judicial Center’s illustrative class action notices.

12 9. The Court further finds that Mitsubishi, through the Settlement Notice  
13 and Claims Administrator, provided notice of the Settlement to the appropriate state  
14 and federal government officials pursuant to 28 U.S.C. § 1715. *See* 1017-5 ¶ 3  
15 (Declaration of Jennifer M. Keough on Settlement Notice Program Progress).  
16 Furthermore, the Court has given the appropriate state and federal government  
17 officials the requisite 90-day time period to comment on or object to the Settlement  
18 before entering its Final Approval Order and Final Judgment.

19 **FINAL APPROVAL OF SETTLEMENT AGREEMENT**

20 10. The Court finds that the Settlement Agreement resulted from  
21 extensive, informed, arm’s length negotiations conducted in good faith between Co-  
22 Lead Counsel, on behalf of the Settlement Class Representatives, and Mitsubishi,  
23 through experienced counsel, with the oversight and guidance of the Court-  
24 appointed Settlement Special Master Patrick A. Juneau.

25 11. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in  
26 all respects the Settlement as set forth in the Settlement Agreement and finds that  
27 the Settlement Agreement, and all other parts of the Settlement are, in all respects,  
28 fair, reasonable, and adequate, and in the best interest of the Class and are in full

1 compliance with all applicable requirements of the Federal Rules of Civil  
2 Procedure, the United States Constitution (including the Due Process Clause), the  
3 Class Action Fairness Act, and any other applicable law. The Court hereby declares  
4 that the Settlement Agreement is binding on all Mitsubishi Class Members, except  
5 those identified on Appendix A. The decisions of the Settlement Notice and Claims  
6 Administrator relating to the review, processing, determination, and payment of  
7 Claims submitted pursuant to the Settlement Agreement are final and not  
8 appealable.

9 12. A district court's role in reviewing a class action settlement is to ensure  
10 that it is "fair, adequate, and free from collusion." *Hanlon v. Chrysler Corp.*, 150  
11 F.3d 1011, 1026–27 (9th Cir. 1998) (holding that district court should have broad  
12 discretion because it "is exposed to the litigants, and their strategies, positions and  
13 proof"). Where, as here, "the parties negotiate a settlement agreement before the  
14 class has been certified, settlement approval requires a higher standard of fairness  
15 and a more probing inquiry than may be normally required under Rule 23(e)." *Roes*  
16 *1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019); *In re Apple Inc.*  
17 *Device Performance Litig.*, No. 21-15758, 2022 WL 4492078, at \*8 (9th Cir. Sept.  
18 28, 2022).

19 13. Several factors guide the district court in making its determination,  
20 including:

21 the strength of the plaintiffs' case; the risk, expense, complexity, and  
22 likely duration of further litigation; the risk of maintaining class action  
23 status throughout the trial; the amount offered in settlement; the extent  
24 of discovery completed and the stage of the proceedings; the  
25 experience and views of counsel; the presence of a governmental  
26 participant; and the reaction of the class members to the proposed  
27 settlement.

28 *Lane v. Facebook, Inc.*, 9 F.3d 811, 818 (9th Cir. 2012) (citing *Hanlon*, 150 F.3d at  
1026); *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D.  
Cal. 2004).

1 14. Fed. R. Civ. P. 23(e) provides further guidance as to the requisite  
2 considerations in evaluating whether a proposed settlement is fair, reasonable, and  
3 adequate. It states that a court must consider whether:

- 4 (A) the class representatives and Plaintiff’s counsel have adequately  
5 represented the class;
- 6 (B) the proposal was negotiated at arm’s length;
- 7 (C) the relief provided for the class is adequate, taking into account:
- 8 (i) the costs, risks, and delay of trial and appeal;
- 9 (ii) the effectiveness of any proposed method of distributing relief to  
10 the class, including the method of processing class-member  
11 claims;
- 12 (iii) the terms of any proposed award of attorney’s fees, including  
13 timing of payment; and
- 14 (iv) any agreement required to be identified under Rule 23(e)(3); and
- 15 (D) the proposal treats class members equitably relative to each other.

16 Fed. R. Civ. P. 23(e)(2).

17 15. In preliminarily approving the Settlement, the Court analyzed the Rule  
18 23(e)(2) and Ninth Circuit factors and concluded that the Settlement was fair,  
19 reasonable, and adequate. Those conclusions stand and counsel equally in favor of  
20 final approval now.

21 16. As of March 17, 2025, the Settlement Special Administrator has  
22 received 8,473 Claim Forms, covering approximately (8.9%) of the Mitsubishi  
23 Class Vehicles. *See* Supplemental Keough Decl. ¶ 18. This is already in-line with  
24 the national mean class action claims rate and reflects the Class’s positive  
25 engagement with the Settlement, with more than a year remaining in the claims  
26 period.<sup>1</sup>

27 \_\_\_\_\_  
28 <sup>1</sup> Federal Trade Commission Staff Report, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns* (Sep. 2019), available at <https://www.ftc.gov/system/files/documents/reports/consumers-class-actions->



1 17. From a Class of owners and lessees of approximately 94,785  
2 Mitsubishi Class Vehicles, no Mitsubishi Class Member has objected to any aspect  
3 of the Settlement, and only 9 Mitsubishi Class Members have opted out,  
4 representing just .009% of the Class. The positive reaction from the Class strongly  
5 supports approval. *See, e.g., Hanlon*, 150 F.3d at 1027 (“the fact that the  
6 overwhelming majority of the class willingly approved the offer and stayed in the  
7 class presents . . . positive commentary as to its fairness.”); *Foster v. Adams &*  
8 *Assocs., Inc.*, No. 18-CV-02723-JSC, 2022 WL 425559, at \*6 (N.D. Cal. Feb. 11,  
9 2022) (“Courts have repeatedly recognized that the absence of a large number of  
10 objections to a proposed class action settlement” is a factor suggesting “that the  
11 terms of a proposed class settlement [] are favorable to the class members.”)  
12 (citation omitted); *Franco v. Ruiz Food Prods., Inc.*, 2012 WL 5941801, \*14 (E.D.  
13 Cal. 2012) (positive reaction of class weighed in favor of final approval where there  
14 were no objections to the settlement and only two out of 2,055 class members opted  
15 out—less than 1%); *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852  
16 (N.D. Cal. 2010) (approving settlement where 4.86% of the class opted out).

17 18. The Parties are hereby directed to implement and consummate the  
18 Settlement according to the terms and provisions of the Settlement Agreement. In  
19 addition, the Parties are authorized to agree to and adopt such amendments and  
20 modifications to the Settlement Agreement as (a) shall be consistent in all material  
21 respects with this Final Order Approving Class Action Settlement, and (b) do not  
22 limit the rights of the Class.

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28 retrospective-analysis-settlement-campaigns/class action fairness report 0.pdf  
(FTC’s comprehensive study of class actions, identifying the mean claims rate of  
5%).

1           **CLASS COUNSEL’S APPLICATION FOR ATTORNEYS’ FEES, COSTS**  
2                           **AND EXPENSES, AND SERVICE AWARDS TO CLASS**  
3                                           **REPRESENTATIVES**

4           19.     Class Counsel requests an award of \$2.5 million in attorneys’ fees and  
5     \$50,000 in costs, for an aggregate total of \$2,550,000, for work undertaken in  
6     prosecuting the claims resolved by the Settlement. This amount is to be paid from  
7     the Settlement Fund. *See* Settlement Agreement, § VIII.A.

8           20.     Federal Rule of Civil Procedure 23(h) provides that, “[i]n a certified  
9     class action, the court may award reasonable attorneys’ fees and nontaxable costs  
10    that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h).  
11    “Attorneys’ fees provisions included in proposed class action agreements are, like  
12    every other aspect of such agreements, subject to the determination whether the  
13    settlement is ‘fundamentally fair, adequate and reasonable.’” *Staton v. Boeing Co.*,  
14    327 F.3d 938, 964 (9th Cir. 2003) (citation omitted). Thus, “courts have an  
15    independent obligation to ensure that the award, like the settlement itself, is  
16    reasonable.” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir.  
17    2011).

18          21.     When, as here, a settlement establishes a calculable monetary benefit  
19    for a class, a court has discretion to award attorneys’ fees based on a percentage of  
20    the monetary benefit obtained, or by using the lodestar method. *In re Volkswagen*  
21    “*Clean Diesel*” *Mktg., Sales Practices, & Prod. Liab. Litig.*, No. 2672 CRB (JSC),  
22    2017 WL 1047834, at \*1 (N.D. Cal. Mar. 17, 2017); *see also Staton*, 327 F.3d at  
23    967. The Settlement is non-reversionary, eliminating any incentive to discourage  
24    Mitsubishi Class Members’ participation in the Settlement, and ensuring that the  
25    full value benefits the Class in this litigation. Settlement Class Counsel’s requested  
26    fee represents 29.4% of the total Settlement Fund obtained for Mitsubishi Class  
27    Members (*i.e.*, \$2,500,000). This award is well in line with awards in this district  
28    and throughout the circuit *See, e.g., Hernandez*, 2021 WL 5053476, at \*6

1 (collecting cases and finding that attorneys' fees awards that are one-third of the  
2 total settlement fund "are routinely upheld by the Ninth Circuit"); *Fernandez v.*  
3 *Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX, 2008 WL 8150856, at  
4 \*16 (C.D. Cal. July 21, 2008) (awarding 34% of the \$8,500,000 common fund).<sup>2</sup>

5 22. A lodestar cross-check also confirms the reasonableness of the award  
6 sought. The Court has received detailed lodestar billing reports from Settlement  
7 Class Counsel. Both the hours worked, and the rates billed (a blended average rate  
8 of approximately \$605 per hour) are customary and reasonable. *See, e.g., In re*  
9 *Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672  
10 CRB (JSC), ECF 3396-2 ¶ 29 (N.D. Cal. June 30, 2017) (noting that the average  
11 blended rate of 40 class action settlements approved in that District almost a decade  
12 ago, in 2016 and 2017, was \$528.11 per hour); *Herrera v. Wells Fargo Bank, N.A.*,  
13 No. 8:18-CV-00332-JVS-MRW, 2021 WL 9374975, at \*13 (C.D. Cal. Nov. 16,  
14 2021) (approving a blended rate of approximately \$613 per hour); *Perez v. Rash*  
15 *Curtis & Assocs.*, No. 4:16-cv-03396-YGR, 2020 WL 1904533, at \*20 (N.D. Cal.  
16 Apr. 17, 2020) (reviewing cases and finding blended rate of \$634.48 to be  
17 reasonable).

18 23. The total lodestar yields a multiplier of 1.76, including a reasonable  
19 estimate of anticipated future work to implement and protect the Settlement. The  
20 lodestar multiplier of 2.02 without anticipated work is likewise reasonable. Both  
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22 <sup>2</sup> In this Circuit, fee awards "exceed [] the [25%] benchmark" in "most common  
23 fund cases." *In re NCAA Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-MD-  
24 2541-CW, 2017 WL 6040065, at \*2 (N.D. Cal. Dec. 6, 2017) *aff'd*, 768 F. App'x  
25 651 (9th Cir. 2019) (emphasis added); *see also In re TFT-LCD (Flat Panel)*  
26 *Antitrust Litig.*, No. MDL 3:07-md-1827 SI, 2011 WL 7575003, at \*1 (N.D. Cal.  
27 Dec. 27, 2011) (awarding attorneys' of 30% of \$405 million settlement fund); *In re*  
28 *Mego*, 213 F.3d at 463 (upholding district court's award of 33 1/3 percent of the  
settlement fund); *Vizcaino*, 290 F.3d at 1046 (affirming fee award of 28% of  
\$96,885,000 settlement fund under the percentage method); *Boyd v. Bank of Am.*  
*Corp.*, No. SACV 13-0561-DOC (JPRx), 2014 WL 6473804, at \*8 (C.D. Cal. Nov.  
18, 2014) (awarding 33% of \$5,800,000 settlement); *Stuart v. RadioShack Corp.*,  
No. C-07-4499 EMC, 2010 WL 3155645, at \*6 (N.D. Cal. Aug. 9, 2010) (awarding  
33% of common fund); *Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 450  
(E.D. Cal. 2013) (awarding 33% of common fund).

1 figures are well within the range of reason and supported by the facts of this case.  
2 *See Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014)  
3 (multipliers of 1.0-4.0 are in the “presumptively acceptable range”); *Ochinero v.*  
4 *Ladera Lending, Inc.*, No. SACV 19-1136 JVS (ADSx), 2021 WL 4460334, at \*8  
5 (C.D. Cal. July 19, 2021) (“lodestar multipliers of 1.5 to 3.0 are most common”);  
6 *see also Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-52 (9th Cir. 2002), 290  
7 F.3d at 1051 n.6 (approving 3.65 multiplier, and citing appendix of cases showing  
8 “a range of 0.6-19.6, with most . . . from 1.0-4.0 and a bare majority . . . in the 1.5-  
9 3.0 range”).

10 24. In sum, both the percentage of the fund and the lodestar multiplier are  
11 reasonable considering the substantial benefits obtained for the Class and the risks  
12 and complexities of this litigation.

13 25. Class Counsel’s request for \$2.5 million in attorneys’ fees and \$50,000  
14 in costs (for a total of \$2,550,000) is hereby **GRANTED**.

15 26. Finally, Plaintiffs request a service award of \$2,500 to be paid to each  
16 of the three Settlement Class Representative in addition to compensation available  
17 to them through the claims program. The requested amount falls below the \$5,000  
18 “presumptively reasonable” service award in this Circuit, and the time and efforts  
19 the proposed Class Representatives dedicated to prosecuting this case clearly  
20 supports the request here. *In re CRT Antitrust Litig.*, MDL No. 1917, 2016 WL  
21 4126533, at \*11 (N.D. Cal. Aug. 3, 2016). The request for service awards for each  
22 of the Settlement Class Representatives, Gaylynn Darling (Sanchez), Michael  
23 Nearing, and John Sancomb, is therefore **GRANTED**.

24 **DISMISSAL OF CLAIMS, RELEASE, AND INJUNCTION**

25 27. The Actions are hereby dismissed with prejudice on the merits and  
26 without costs, except as otherwise provided herein or in the Settlement Agreement.

27 28. Upon entry of this Final Order and the Final Judgment, Settlement  
28 Class Representatives, and each member of the Class (except those listed on

1 Appendix A), on behalf of themselves and any other legal or natural persons and  
2 entities who or which may claim by, through or under them, including their  
3 executors, administrators, heirs, assigns, predecessors and successors, agree to fully,  
4 finally and forever release, relinquish, acquit, discharge and hold harmless the  
5 Released Parties from any and all claims, demands, suits, petitions, liabilities,  
6 causes of action, rights, losses and damages and relief of any kind and/or type  
7 regarding the subject matter of the Actions, including, but not limited to, injunctive  
8 or declaratory relief compensatory, exemplary, statutory, punitive, restitutionary  
9 damages, civil penalties, and expert or attorneys' fees and costs, whether past,  
10 present, or future, mature, or not yet mature, known or unknown, suspected or  
11 unsuspected, contingent or noncontingent, derivative, vicarious or direct, asserted  
12 or un-asserted, and whether based on federal, state or local law, statute, ordinance,  
13 rule, regulation, code, contract, tort, fraud or misrepresentation, common law,  
14 violations of any state's or territory's deceptive, unlawful, or unfair business or  
15 trade practices, false, misleading or fraudulent advertising, consumer fraud or  
16 consumer protection statutes, or other laws, unjust enrichment, any breaches of  
17 express, implied or any other warranties, violations of any state's Lemon Laws, the  
18 Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss  
19 Warranty Act, or any other source, or any claims under the Trade Regulation Rule  
20 Concerning the Preservation of Consumers' Claims and Defenses 16 C.F.R. §  
21 433.2, or any claim of any kind, in law or in equity, arising from, related to,  
22 connected with, and/or in any way involving the Actions.

23 29. Notwithstanding the foregoing, Settlement Class Representatives and  
24 Mitsubishi Class Members are not releasing and are expressly reserving all rights  
25 relating to claims for personal injury, wrongful death, or actual physical property  
26 damage arising from an incident involving a Mitsubishi Class Vehicle, including the  
27 deployment or non-deployment of an airbag. This Release is limited to, and does  
28 not extend beyond, issues pertaining to the subject matter of the Action. Settlement

1 Class Representatives and Mitsubishi Class Members also are not releasing and are  
2 expressly reserving all rights relating to claims against Excluded Parties, except for  
3 the claims covered by Section VII.C of the Settlement Agreement.

4 30. To the fullest extent they may lawfully waive such rights, Mitsubishi  
5 Settlement Class Representatives and Mitsubishi Class Members are deemed to  
6 acknowledge and waive Section 1542 of the Civil Code of the State of California  
7 and any law of any state or territory that is equivalent to Section 1542. Section 1542  
8 provides that:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
10 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
11 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
12 **THE TIME OF EXECUTING THE RELEASE, AND THAT IF**  
13 **KNOWN BY HIM OR HER WOULD HAVE MATERIALLY**  
14 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
15 **OR RELEASED PARTY.**

16 31. The Court orders that the Settlement Agreement shall be the exclusive  
17 remedy for all claims released in the Settlement for all Mitsubishi Class Members  
18 not listed on Appendix A.

19 32. Therefore, if a Mitsubishi Class Member who does not opt out  
20 commences, files, initiates, or institutes any new legal action or other proceeding  
21 against a Released Party for any claim released in the Settlement Agreement in any  
22 federal or state court, arbitral tribunal, or administrative or other forum, such legal  
23 action or proceeding shall be dismissed with prejudice at that Class Member's cost.

24 **V. OTHER PROVISIONS**

25 33. Without affecting the finality of this Final Approval Order or the  
26 accompanying Final Judgment, the Court retains ongoing and exclusive jurisdiction  
27 over the Parties, the Actions, and the Settlement Agreement to resolve any dispute  
28 that may arise regarding the Settlement Agreement or in relation to the Actions.

1           34. The Settlement Class Representatives and each Mitsubishi Class  
2 Member not listed on Appendix A are hereby deemed to have irrevocably submitted  
3 to the exclusive jurisdiction of this Court, for the purpose of any suit, action,  
4 proceeding, or dispute arising out of or relating to the Settlement Agreement or the  
5 applicability of the Settlement Agreement, including the exhibits thereto, and only  
6 for such purposes.

7           35. If the Settlement is terminated pursuant to its terms for any reason, the  
8 Settlement Agreement shall be null and void and shall have no force or effect, and  
9 no Party to the Settlement Agreement shall be bound by any of its terms, except for  
10 the terms of Section X.D of the Settlement Agreement.

11           36. The terms and provisions of the Settlement Agreement may be  
12 amended, modified, or expanded by written agreement of the Parties and approval  
13 of the Court; provided, however, that after entry of this Final Order and the  
14 accompanying Final Judgment, the Parties may by written agreement effect such  
15 amendments, modifications, or expansions of the Settlement Agreement and its  
16 implementing documents (including all exhibits) without further notice to the Class  
17 or approval by the Court if such changes are consistent with this Final Order and  
18 Final Judgment and do not limit the rights of Mitsubishi Class Members under the  
19 Settlement Agreement.

20           37. Nothing in this Final Approval Order or the accompanying Final  
21 Judgment shall preclude any action in this Court to enforce the terms of the  
22 Settlement Agreement.

23           38. In no event shall the Settlement Agreement, any of its provisions or  
24 any negotiations, statements or court proceedings relating to its provisions in any  
25 way be construed as, offered as, received as, used as, or deemed to be evidence of  
26 any kind in the Actions, any other action, or in any judicial, administrative,  
27 regulatory or other proceeding, except in a proceeding to enforce the Settlement  
28 Agreement or the rights of the Parties or their counsel. Without limiting the

1 foregoing, neither the Settlement Agreement nor any related negotiations,  
2 statements, or court proceedings shall be construed as, offered as, received as, used  
3 as or deemed to be evidence or an admission or concession of any liability or  
4 wrongdoing whatsoever on the part of any person or entity, including, but not  
5 limited to, the Released Parties, Plaintiffs, or the Class or as a waiver by the  
6 Released Parties, Plaintiffs or the Class of any applicable privileges, claims or  
7 defenses.

8 39. The Court reserves and retains exclusive and continuing jurisdiction  
9 over the Settlement concerning the administration and enforcement of the  
10 Settlement Agreement and to effectuate its terms.

11 40. A copy of this Final Approval Order shall be filed in, and applies to,  
12 the Action.

13  
14 SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2025.

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HON. JOHN A. KRONSTADT  
United States District Court

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# APPENDIX A

**APPENDIX A - Valid Exclusion Requests**

#	Name
1	Michael Krouse
2	Micky Douangmala
3	John Scouarnec
4	Emma G. Mendez
5	Martin N. Burton Jr.
6	Amanda Fletcher
7	Gregory S. Bramble
8	Jared L. Dyreson
9	Stephen Johnson