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U.S. DISTRICT COURT
N.D. OF ALABAMA

EXHIBIT 8

To Settlement Agreement

Proposed Final Approval Order

`

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ALABAMA

TUCKER OLIVER, et al. individually and on behalf of all others similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO., INC., and DENSO INTERNATIONAL AMERICA, INC.

Defendants

Case No. 5:20-cv-00666-MHH

Chief Judge Madeline H. Haikala

[PROPOSED] FINAL ORDER AND JUDGEMENT APPROVING CLASS SETTLEMENT AND CERTIFYING SETTLEMENT CLASS

WHEREAS, the Court, having considered the Settlement Agreement filed April 14, 2026 (the "Settlement Agreement"), between and among Class Representatives, through Class Counsel, and Defendants American Honda Motor Co., Inc. ("Honda"), and Denso International America, Inc. ("Denso") (collectively "Defendants"), the Court's _____, 2026 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. ___) (the "Preliminary Approval Order"), having held a Fairness Hearing on _____, 2026, and having considered all of the submissions and arguments with respect to the Settlement Agreement and related documents and exhibits, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

IT IS HERBY ORDERED AS FOLLOWS:

1. This Final Order and Judgment Approving Class Action Settlement and Certifying Settlement Class ("Final Order and Judgment") incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and Judgment.

2. The Court has personal jurisdiction over all parties[1] in the Action, including, but not limited to all Class Members, and has subject matter jurisdiction over the Action, including, without limitation, jurisdiction to approve the Settlement Agreement, grant final certification of the Class, settle and release all claims released in the Settlement Agreement, and dismiss the Action with prejudice and enter final judgment in each Action. Further, venue is proper in this Court, pursuant to 28 U.S.C. § 1391.

I. THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the "Class") for settlement purposes only:

> [A]ll individuals or legal entities who, at any time as of the entry of the Preliminary Approval Order, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, or Puerto Rico.
>
> Excluded from the Class are: (a) Honda, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and

[1] The only remaining defendants are American Honda Motor Co. Inc. and Denso International America, Inc. Defendants Denso Corporation and Honda Motor Co. Ltd. were previously dismissed.

> employees; and Honda Dealers and Honda Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

4. "Covered Vehicles" means the Additional Vehicles and the Recalled Vehicles. "Additional Vehicles" means Covered Vehicles identified in Exhibit 1 to the Settlement Agreement. "Recalled Vehicles" are Honda and Acura vehicles that were identified as part of the Recall as defined below and/or are recalled vehicles that are listed in Exhibit 2 of the Settlement Agreement.

5. "Recall" means Honda's Recall 20V-314 submitted to NHTSA on or about May 28, 2020; Recall 21V-215 submitted to NHTSA on or about March 25, 2021; and Recall 23V-858 submitted to NHTSA on or about December 1, 2023, including any expansions related thereto.

6. The Court finds that only those persons/entities/organizations listed on Appendix __ to this Final Order and Judgment have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order and Judgment.

7. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Judgment and upon occurrence of the Final Effective

Date, that the Class meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3), and is ascertainable:

a. *Numerosity.* The Settlement Class satisfies the numerosity requirement of Rule 23(a)(1). The Settlement Class consists of purchasers and lessees of the approximately 6.3 million Covered Vehicles and, as such, the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable. *See Cox v. Am. Cast Iron Pip Co*., 784 F.2d 1546, 1553 (11th Cir. 1986) ("[W]hile there is no fixed numerosity rule, generally less than twenty-one is inadequate, more than forty adequate, with numbers between varying according to other factors.").

b. *Commonality*. The commonality requirement of Rule 23(a)(2) is satisfied for settlement purposes because there are questions of law and fact that center on the manufacturing, marketing and sale of Covered Vehicles equipped with low-pressure Denso Fuel Pumps, as alleged and/or described in the Class Action Complaint, which are common to the Class. *See Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 359 (2011) (citation omitted); *Williams v. Mohawk Indus., Inc*., 568 F.3d 1350, 1355 (11th Cir. 2009) (commonality of claims "requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members") (internal citations omitted).

c. *Typicality.* The Class Representatives' claims are typical

of the other Class Members' claims for purposes of settlement because they concern the same alleged conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. *See Navelski v. Int'l Paper Co*., 244 F. Supp. 3d 1275, 1306 (N.D. Fla. 2017). Rule 23(a)(3) is therefore satisfied.

d. *Adequate Representation.* The Class Representatives have fairly and adequately protected the interests of the Settlement Class for the purposes of settlement in that: (i) the Class Representatives' interests and the nature of claims alleged are aligned with those of the members of the Settlement Class; (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class; and (iii) the Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex class actions. Rule 23(a)(4) is therefore satisfied. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

e. *Predominance and Superiority.* Rule 23(b)(3)'s predominance requirement tests "whether [the] proposed class[ ] [is] sufficiently cohesive to warrant adjudication by representation," *Carriulo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623–24 (1997)), and whether the class action device is "superior to other available methods for fairly and efficiently adjudicating the controversy." Rule

23(b)(3) is satisfied for settlement purposes as well because the common legal and factual issues here predominate over individualized issues. Indeed, courts routinely hold the predominance requirement is satisfied in automobile defect class action settlements. *See, e.g., Pinon v. Daimler AG*, 2021 WL 6285941, at *6 (N.D. Ga. Nov. 30, 2021), aff'd sub nom. *Ponzio v. Pinon*, 87 F.4th 487 (11th Cir. 2023) (common questions of law or fact concerning defective vehicle clear coat paint predominated over any questions affecting only individual class members). Further, resolution of the common issues for Class Members in a single, coordinated proceeding is superior to individual lawsuits addressing the same legal and factual issues. *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644, 663 (M.D. Fla. 2015). At the settlement stage, the Court need not inquire into whether this action, if tried, would present intractable management problems. *Amchem Prods*., 521 U.S. at 620; *Carriuolo*, 823 F.3d at 988.

f. *Ascertainability*. A class is ascertainable if "the class definition contains objective criteria that allow for class members to be identified in an administratively feasible way," such that identifying class members will be "a manageable process that does not require much, if any, individual inquiry." *Karhu v. Vital Pharm., Inc.*, 621 Fed. Appx. 945, 946 (11th Cir. 2015). Here, Honda has provided the Notice Administrator the Vehicle Identification Numbers ("VINs") for the Covered Vehicles. Using this data, the Notice Administrator worked with a data

aggregator to acquire registration information from the state Departments of Motor Vehicles ("DMVs") for all 50 states, the District of Columbia, and Puerto Rico. The Class is ascertainable for the purposes of settlement. *See Bohannan v. Innovak Int'l, Inc.*, 318 F.R.D. 525, 530 (M.D. Ala. 2016) (proposed class was ascertainable where membership in the class was based on objective criteria, and the defendant's data could be used to identify the putative class members).

8. The designated Class Representatives are as follows: Lashonda Walters-Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler. The Court finds that these Class Members have adequately represented the Class for purposes of entering into and implementing the Settlement Agreement. The Court confirms the appointment of W. Daniel "Dee" Miles, III, of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Christopher A. Seeger of Seeger Weiss, and Adam J. Levitt of DiCello Levitt LLP as Class Counsel.

9. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class.

II. NOTICE TO CLASS MEMBERS

10. The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order (Dkt. No. ___). The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances;

(ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

11. The Court further finds that Defendants, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. §1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period to comment or object to the Settlement Agreement before entering its Final Order and Judgment.

III. FINAL APPROVAL OF SETTLEMENT AGREEMENT

12. The Court finds that the Settlement Agreement resulted from extensive arm's length, good faith negotiations between Class Counsel and Defendants, after multiple mediations sessions with the Hon. Gerald E. Rosen (Ret.) of JAMS, Inc., a highly qualified mediator.

13. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves, in all respects, the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix _____, and it is to be preclusive in the Action.

14. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on, among other things, the following factors: (1) the strength of plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount achieved or recovered in resolution of the action; (5) the extent of discovery completed, and the stage of the proceedings; (6) the experience and views of counsel; and (7) the reaction of the class members to the proposed settlement. *Bennett v.*

Behring Corp., 737 F.2d 982, 986 (11th Cir. 1984). Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh in favor of approving the settlement: (1) the adequacy of representation by class representatives and class counsel; (2) whether settlement negotiations were done fairly at arm's length; (3) the adequacy of relief provided under the settlement—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of the proposed methods of distributing relief to the class, including the method of processing class-member claims, if required, (iii) the terms of any proposed award of attorney's fees, including timing of payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (4) the equity of treatment of class members relative to one another. Fed. R. Civ. P. 23(e)(2) (amended Dec. 2018).

15. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order and Judgment, and (ii) do not limit the rights of the Class.

16. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

IV. CLASS COUNSEL'S APPLICATION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARDS TO CLASS REPRESENTATIVES

[To be completed after the Court hears Class Counsel's Fee Application and request for service awards to Class Representatives and Defendants' objections to same.]

V. DISMISSAL OF CLAIMS, RELEASE

17. All claims asserted against Defendants in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

18. Upon entry of this Final Order and Judgment, Class Representatives, and each member of the Class (except those listed on Appendix ___), on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation,

code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles' Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint ("Released Claims"); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

19. Notwithstanding the foregoing, Class Representatives and/or Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural persons (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

20. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts

in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

21. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Order and Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

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

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the

provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

22. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on Appendix ____.

23. Therefore, except for those listed on Appendix ___, all Class Representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting 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 covered by the Release. In addition, all Class Representatives, Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit based on or relating to the claims and causes of action in the Action, or the Release in the Settlement Agreement. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds that

issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the settlement as set forth in the Settlement Agreement, and the Action.

VI. OTHER PROVISIONS

24. Without affecting the finality of this Final Order and Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order and Judgment, to protect and effectuate this Final Order and Judgment, and for any other necessary purpose. The Parties, the Class Representatives, and each Class Member not listed on Appendix ____ are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

25. In the event that the Final Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order and Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

26. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and Judgment and do not limit the rights of Class Members under the Settlement Agreement.

27. Nothing in this Final Order and Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

28. Neither this Final Order and Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order and Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Honda and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order and Judgment, the accompanying Final Judgment and any other related document is binding on and shall have *res judicata*, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above, asserting a released claim against any of the Released Parties.

29. A copy of this Final Order and Judgment shall be filed in, and applies to, the Action.

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

30. The Court certifies, for purposes of settlement, the following settlement class consisting of:

> All individuals or legal entities who, at any time as of the Preliminary Approval Order, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, or Puerto Rico ("hereinafter "Settlement Class").
>
> Excluded from the Class are: (a) Honda, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Honda Dealers and Honda Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case; and (e) the ___ Settlement Class Members who filed timely and proper Requests for Exclusion from the Settlement Class reflected in Appendix ___.

31. The Court hereby grants final approval of the Class Settlement as set forth in the Settlement Agreement and all of its terms and provisions. The Settlement is fair, reasonable, adequate, and in all respects satisfies the requirements of Fed. R. Civ. P. 23. Specifically, the Court has analyzed each of the factors set forth in Fed. R. Civ. P. 23(e)(2), *Bennett,* 737 F.2d at 986, and *In re Blue Cross Blue Shield Antitrust Litig*., 2024 WL 4982979, at *18 (N.D. Ala. Dec. 4, 2024), and has also reviewed the Parties' briefing, which extensively addresses these factors (see ECF.

No. ___), and finds that they support, justify, and warranty final approval of this Class Settlement.

32. The Court finds that the factors set forth in Fed. R. Civ. P. 23(e)(2) substantially overlap with the factors the Eleventh Circuit enumerated in *Bennett*, 737 F.2d at, 986, and *In re Blue Cross Blue Shield Antitrust Litig*., 2024 WL 4982979, at *18, and that each supports final approval of the Settlement.

33. The Court excludes from the Settlement and Release, on the basis of their timely and valid requests for exclusion, the _____ Settlement Class Members who are listed on Appendix ___. The requests for exclusion of the ____ Settlement Class Members who submitted untimely or otherwise invalid requests for exclusion (see ECF No. ___) are hereby denied.

34. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms and provisions.

35. The Parties and all Settlement Class Members are hereby bound in all respects by the terms and conditions of the Settlement Agreement, including but not limited to the Released Claims against all Released Parties contained therein, and the Plaintiffs and each and every Settlement Class Member shall be deemed to have, and by operation of this Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged all Released Parties from all Released Claims as set forth in the Settlement Agreement, except for the ___ persons

identified in Appendix ___ who have timely and properly excluded themselves from the Settlement Class.

36. In the event that any provision of the Settlement or this Final Order and Judgment is asserted by Defendants or any Released Party as a defense (including, without limitation, as a basis for dismissal and/or a stay), in whole or in part, to any claim, suit, action or proceeding brought by a Settlement Class Member or any person acting or purporting to act on behalf of any Settlement Class Member(s) in any forum, judicial or otherwise, that claim, suit, action and/or proceeding shall immediately be stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion.

37. Plaintiffs and each and every Settlement Class Member, and any person or entity acting or purporting to act on behalf of any said Settlement Class Member, is/are hereby permanently barred, enjoined, and restrained from commencing, instituting, pursuing, maintaining, prosecuting, or continuing to pursue, maintain or prosecute, any Released Claim against Defendants and/or any of the Released Parties (including, without limitation, in any individual, class/putative class, representative or other action or proceeding, directly or indirectly, in any judicial, administrative, arbitral, or other forum). This permanent bar and injunction are necessary to protect and effectuate the Settlement Agreement, this Final Order and Judgment, and this Court's authority to enforce and effectuate the Settlement Agreement and is ordered

in aid of this Court's jurisdiction and to protect its judgments. However, this provision will not bar any communications with, or compliance with requests or inquiries from, any governmental authorities.

38. The claims in this Action are dismissed with prejudice, without costs to any party, except as otherwise provided in this Final Order and Judgment or in the Settlement Agreement.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

_____

Madeline Hughes Haikala
United States District Judge