

EXHIBIT F

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

LESLEY CONTI et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

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

Defendant.

Case No.: 2:19-cv-2160 CJC-GJS

[The Honorable Cormac J. Carney]

**[PROPOSED] FINAL
APPROVAL ORDER AND
JUDGMENT**

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

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

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

19 NOW THEREFORE, this matter having been brought before the Court on
20 the motion of Named Plaintiffs Lesley Conti, Tom Conti, Brandi Bishop, Brigid
21 Hirth, Michael Hirth, Mark Ankrom, Heidi Phan, Peter Phan, Anthony
22 Rossomando, Laura Mohr, Larry Simkin, Harmeet Gill, Yazeed Issa, Ashley
23 Pfeifer, William D. Lampton, Jacob Szajowitz, Michaela Hetzler, Michelle
24 Beckwith, Ross Conley, Stephanie Conley, Emily Darr, Pamela Turberville, Smruti
25 Patel, Ann Morgan, and Julie Pereira, through their attorneys, the Court, having
26 fully considered the terms of the Settlement Agreement and all submissions made
27 in connection with it, finds that the Settlement Agreement and the settlement shall
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1 be finally approved as fair, reasonable, and adequate, and the Litigation dismissed
2 with prejudice as to all Settlement Class Members who have not excluded
3 themselves from the Settlement Class, and dismissed without prejudice as to all
4 persons who timely and validly excluded themselves from the Settlement Class as
5 set forth on the list of Opt-Outs. The Court further finds the Released Claims are
6 subject to the Release in accordance with Federal Rule of Civil Procedure 54 and
7 other applicable laws.

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

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

13 2. The Court finds this order is being entered more than ninety (90) days
14 after AHM provided notice of the proposed settlement to the Attorney General of
15 the United States and the attorneys general of the States as required by 28 U.S.C. §
16 1715(b), complying fully with 28 U.S.C. § 1715(d).

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

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

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

12 5. With respect to the Settlement Class, the Court finds and concludes,
13 for settlement purposes only, that: (i) the Settlement Class Members are so
14 numerous as to make joinder impracticable; (ii) there are questions of law and fact
15 common to the Settlement Class, and such questions predominate over any
16 questions affecting only individual Settlement Class Members; (iii) the Named
17 Plaintiffs' claims and the defenses thereto are typical of the claims of Settlement
18 Class Members and the defenses thereto; (iv) the Named Plaintiffs and Class
19 Counsel can protect, and have fairly and adequately protected, the interests of the
20 Settlement Class Members in the Litigation; and (v) a class action is superior to all
21 other available methods for fairly and efficiently resolving the Litigation and
22 provides substantial benefits to the Settlement Class Members and the Court. The
23 Court therefore determines that this action satisfies the prerequisites for class
24 certification for settlement purposes pursuant to Federal Rule of Civil Procedure
25 23.

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

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

19 8. The Court finds that the Parties and the Settlement Administrator have
20 fully complied with their respective obligations as set forth in the Preliminary
21 Approval Order entered by this Court on _____.

22 Based upon the foregoing findings of fact and conclusions of law, which are
23 based upon and supported by the substantial evidence presented by the Parties
24 hereto and members of the Settlement Class, all of which the Court has considered
25 and is in the record before the Court, **IT IS HEREBY ORDERED** as follows:

26 1. The preliminary certification of the Settlement Class in the
27 Preliminary Approval Order is hereby confirmed and made final for purposes of
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1 the Settlement Agreement, as approved by this Final Order and Judgment. Pursuant
2 to Federal Rule of Civil Procedure 23, the Court hereby certifies, for settlement
3 purposes only, a Settlement Class defined as follows:

4 All current owners and lessees of the 1) 2018 and 2019 Honda Odyssey
5 vehicles Elite, EX, EX-L, EX-LNR and Touring trim levels; 2) 2019
6 Honda Pilot vehicles with 2EX-LNR,2TRG, 2TRG 7P, 4Elite, 4EX,
7 4EX-L, 4EX-LNR, 4TRG and 4TRG 7P trim levels; and 3) 2019 Honda
8 Passport with 2EX-L, 2TRG, 4Elite, 4EX-L, and 4TRG trim levels
9 (each a “Settlement Class Vehicle”), who reside in, and who purchased
10 or leased their vehicles (other than for purposes of resale or distribution)
11 in the United States, Puerto Rico, and all United States territories, as
12 well as former owners and lessees of Settlement Class Vehicles who
13 submit a Claim. The Settlement Class also includes all United States
14 military personnel who purchased a Settlement Class Vehicle during
15 military duty.

16 2. Specifically excluded from the Settlement Class are:(1) AHM; (2) any
17 affiliate, parent, or subsidiary of AHM; (3) any entity in which AHM has a
18 controlling interest; (4) any officer, director, or employee of AHM; (5) any
19 successor or assign of AHM; (6) any Judge to whom the Litigation is assigned; (7)
20 anyone who purchased a Settlement Class Vehicle for the purpose of resale; (8)
21 any owners or lessees of Settlement Class Vehicles that were not distributed for
22 sale or lease in the United States, Puerto Rico, or other United States territories; (9)
23 any former owner or lessee who does not file a Claim pursuant to the settlement;
24 (10) any person who has resolved or otherwise released their claims as of the date
25 of the settlement; and (11) all persons who have timely elected to opt out of or
26 exclude themselves from the Settlement Class in accordance with this Court’s
27 Orders.
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1 3. The proposed method for providing relief to Settlement Class
2 Members, as set forth in the Settlement Agreement, is finally approved as fair,
3 reasonable, adequate, just, and in the best interests of the Settlement Class, and the
4 Parties are hereby ordered to implement, provide, and comply with the
5 requirements and relief described in the Settlement Agreement in accordance with
6 its terms. For settlement purposes only, the Court confirms its appointment of
7 AHM as Settlement Administrator and finds the Settlement Administrator has fully
8 discharged its duties as set forth in the Settlement Agreement.

9 4. The Court confirms its appointment of Class Counsel, for settlement
10 purposes only, of: (1) Hagens Berman Sobol Shapiro, LLP; and (2) Goldenberg
11 Schneider, LPA, and finds Class Counsel adequately represents the Settlement
12 Class for purposes of entering into and implementing the settlement and Settlement
13 Agreement.

14 5. The Court confirms its appointment, for settlement purposes only, of
15 Named Plaintiffs Lesley Conti, Tom Conti, Brandi Bishop, Brigid Hirth, Michael
16 Hirth, Mark Ankrom, Heidi Phan, Peter Phan, Anthony Rossomando, Laura Mohr,
17 Larry Simkin, Harmeet Gill, Yazeed Issa, Ashley Pfeifer, William D. Lampton,
18 Jacob Szajowitz, Michaela Hetzler, Michelle Beckwith, Ross Conley, Stephanie
19 Conley, Emily Darr, Pamela Turberville, Smruti Patel, Ann Morgan, and Julie
20 Pereira, for settlement purposes only, and finds Named Plaintiffs adequately
21 represent the Settlement Class for purposes of entering into and implementing the
22 settlement and Settlement Agreement.

23 6. The Court awards Named Plaintiffs a Service Award of \$ ____ to each
24 Named Plaintiff and a Class Counsel Fees and Expenses Award in the amount of
25 \$_____ to Class Counsel. These amounts shall be paid and distributed in
26 accordance with the provisions of the Settlement Agreement.

1 7. The motion for final approval of all the terms set forth in the
2 Settlement Agreement is GRANTED, and the Court hereby overrules all
3 objections, as either untimely, not in accordance with the Court’s previous order,
4 or on their merits. The Court directs consummation of all of the Settlement
5 Agreement’s terms and provisions.

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

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

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

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

11 12. The Court dismisses on the merits and with prejudice the Second
12 Amended Class Action Complaint (Dkt. # 50) in this Litigation without fees or
13 costs except as provided in the Settlement Agreement. Upon the Effective Date, the
14 Named Plaintiffs and all members of the Settlement Class who have not been
15 excluded from the settlement, whether or not they submit a Claim Form within the
16 time and in the manner provided for, shall be barred from asserting any Released
17 Claim against AHM, and any such members of the Settlement Class shall have
18 released any and all Released Claims against the Releasees.

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

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

13 15. If (i) the Effective Date does not occur for any reason whatsoever, or
14 (ii) the Settlement Agreement becomes null and void pursuant to the terms of the
15 Settlement Agreement, this Final Order and Judgment shall be deemed vacated and
16 shall have no force or effect whatsoever.

17 16. Without affecting in any way the finality of the judgment entered
18 under this Final Order and Judgment, this Court reserves continuing and exclusive
19 jurisdiction over the Parties, including all Settlement Class Members, and the
20 execution, consummation, administration, and enforcement of the terms of the
21 Settlement Agreement.

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

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26 **IT IS SO ORDERED.**
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Date: _____

HONORABLE Cormac J. Carney
UNITED STATES DISTRICT JUDGE