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(additional attorneys listed below)

Attorneys for Defendants  
TOYOTA MOTOR CORPORATION and  
TOYOTA MOTOR SALES, U.S.A., INC.

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

KATHLEEN RYAN-BLAUFUSS,  
CATHLEEN MILLS and KHEK KUAN,  
on behalf of themselves and all others  
similarly situated,  
  
  Plaintiffs  
  
vs.  
  
TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR SALES, U.S.A.,  
INC., and DOE DEFENDANTS 1-10,  
  
  Defendants.

**Case No: 8:18-CV-00201-JLS-KES**

**DEFENDANTS' NOTICE OF  
LODGING [PROPOSED] FINAL  
ORDER AND [PROPOSED]  
FINAL JUDGMENT RE:  
MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT [DKT. NO. 248]**

Hon. Josephine L. Staton

1 TO THE COURT AND PLAINTIFFS AND THEIR COUNSEL:

2 PLEASE TAKE NOTICE that Defendants Toyota Motor Corporation and  
3 Toyota Motor Sales, U.S.A., Inc. hereby lodge the attached [Proposed] Final Order  
4 and [Proposed] Final Judgment Re: Motion for Final Approval of Class Action  
5 Settlement.

6  
7 Dated: December 28, 2022

**KING & SPALDING LLP**

By /s/ John P. Hooper  
John P. Hooper (pro hac vice)

9  
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18  
19 *Attorneys for Defendants*  
20 *Toyota Motor Corporation and Toyota Motor*  
*Sales, U.S.A., Inc.*

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**CERTIFICATE OF SERVICE**

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I hereby certify that on December 28, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 28, 2022.

/s/ John P. Hooper  
John P. Hooper

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IN THE UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

KATHLEEN RYAN-BLAUFUSS,  
CATHLEEN MILLS and KHEK  
KUAN, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

vs.

TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR SALES, U.S.A.,  
INC., and DOE DEFENDANTS 1-10,

Defendants.

---

STEVEN KOSAREFF and  
LAURA KAKISH, on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

vs.

TOYOTA MOTOR CORPORATION,  
TOYOTA MOTOR SALES, U.S.A.,  
INC., and DOE DEFENDANTS 1-10,

Defendants.

Case No. 8:18-CV-00201-JLS-KES

**[PROPOSED] FINAL ORDER  
APPROVING CLASS ACTION  
SETTLEMENT**

1 WHEREAS, the Court, having considered the Settlement Agreement dated  
2 November 15, 2021, as amended on June 8, 2022 (the “Settlement Agreement”)  
3 between and among the Class Representatives, Class Counsel, and Defendants Toyota  
4 Motor Corporation and Toyota Motor Sales, U.S.A., Inc., (“Toyota”), the Court’s May  
5 19, 2022 Order Granting Preliminary Approval of the Class Settlement, Directing  
6 Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. 233) (the “Preliminary  
7 Approval Order”), having held a Fairness Hearing on January 13, 2023, and having  
8 considered all of the submissions and arguments with respect to the Settlement, and  
9 otherwise being fully informed, and good cause appearing therefor (all capitalized terms  
10 as defined in the Settlement Agreement);

11 IT IS HEREBY ORDERED AS FOLLOWS:

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

17 2. The Court has personal jurisdiction over all parties in the Action,  
18 including, but not limited to all Class Members, and has subject matter jurisdiction over  
19 the Action, including, without limitation, jurisdiction to approve the Settlement  
20 Agreement, grant final certification of the Class, settle and release all claims released  
21 in the Settlement Agreement, and dismiss the Action with prejudice and enter final  
22 judgment in each Action.

23 **I. THE SETTLEMENT CLASS**

24 3. Based on the record before the Court, including all submissions in support  
25 of the settlement set forth in the Settlement Agreement, as amended on June 8, 2022  
26 (“Settlement”), objections and responses thereto and all prior proceedings in the Action,  
27 as well as the Settlement Agreement itself and its related documents and exhibits, the  
28

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

3 All persons, entities or organizations (a) who own or lease a Subject  
4 Vehicle as of the date of the entry of the Preliminary Approval Order or  
5 (b) who, at any time before the entry of the Preliminary Approval Order,  
6 owned or leased a Subject Vehicle. Excluded from the Class are: (a)  
7 Toyota, its officers, directors and employees; its affiliates and affiliates’  
8 officers, directors and employees; its distributors and distributors’ officers,  
9 directors and employees; and Toyota Dealers and Toyota Dealers’ officers  
10 and directors; (b) Plaintiffs’ Counsel; (c) judicial officers and their  
11 immediate family members and associated court staff assigned to this case;  
12 and (d) persons or entities who or which timely and properly exclude  
13 themselves from the Class as provided in this Settlement Agreement.

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

17 4. The Court confirms, for settlement purposes and conditioned upon the  
18 entry of the Final Order and Final Judgment and upon the occurrence of the Final  
19 Effective Date, that the Class meets all the applicable requirements of FED. R. CIV. P.  
20 23(a) and (b)(3):

21 a. *Numerosity.* The Class, which is ascertainable, consists of current and  
22 former owners and lessees of approximately 1.1 million vehicles located throughout the  
23 United States and satisfies the numerosity requirement of FED. R. CIV. P. 23(a)(1).  
24 Joinder of these widely-dispersed, numerous Class Members into one suit would be  
25 impracticable.

26 b. *Commonality.* There are some questions of law or fact common to the  
27 Class with regard to the alleged activities of Toyota in this case. These issues are  
28 sufficient to establish commonality under FED. R. CIV. P. 23(a)(2).

1 c. *Typicality*. The claims of Class Representatives are typical of the claims of  
2 the Class Members they seek to represent for purposes of settlement.

3 d. *Adequate Representation*. Plaintiffs' interests do not conflict with those of  
4 absent members of the Class, and Plaintiffs' interests are co-extensive with those of  
5 absent Class Members. Additionally, this Court recognizes the experience of Class  
6 Counsel Jeffrey L. Fazio and Dina E. Micheletti of Fazio Micheletti LLP and Amnon  
7 Z. Siegel of Miller Barondess LLP. Plaintiffs and their counsel have prosecuted this  
8 Action vigorously on behalf of the Class. The Court finds that the requirement of  
9 adequate representation of the Class has been fully met under FED. R. CIV. P. 23(a)(4).

10 e. *Predominance of Common Issues*. The questions of law or fact common to  
11 the Class Members, as pertains to consideration of the Settlement, predominate over  
12 any questions affecting any individual Class Member.

13 f. *Superiority of the Class Action Mechanism*. The class action mechanism  
14 provides a superior procedural vehicle for settlement of this matter compared to other  
15 available alternatives. Class certification promotes efficiency and uniformity of  
16 judgment because the many Class Members will not be forced to separately pursue  
17 claims or execute settlements in various courts around the country.

18 5. The designated Class Representatives are as follows: Kathleen Ryan-  
19 Blaufuss, Catherine Mills, Khek Kuan, Steven Kosareff, and Laura Kakish. The Court  
20 finds that these Class Members have adequately represented the Class for purposes of  
21 entering into and implementing the Settlement Agreement. The Court appoints Jeffrey  
22 L. Fazio and Dina E. Micheletti of Fazio Micheletti LLP and Amnon Z. Siegel of Miller  
23 Barondess LLP as Class Counsel.

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

26 **II. NOTICE TO CLASS MEMBERS**

27 7. The record shows and the Court finds that the Class Notice has been given  
28 to the Class in the manner approved by the Court in its Preliminary Approval Order

1 (Dkt. No. 233). The Court finds that such Class Notice (a) is reasonable and constitutes  
2 the best practicable notice to Class Members under the circumstances; (b) constitutes  
3 notice that was reasonably calculated, under the circumstances, to apprise Class  
4 Members of the pendency of the Action and the terms of the Settlement Agreement,  
5 their right to exclude themselves from the Class or to object to all or any part of the  
6 Settlement, their right to appear at the Fairness Hearing (either on their own or through  
7 counsel hired at their own expense) and the binding effect of the orders and Final Order  
8 and Final Judgment in the Action, whether favorable or unfavorable, on all persons who  
9 do not exclude themselves from the Class; (c) constitutes due, adequate, and sufficient  
10 notice to all persons or entities entitled to receive notice; and (d) fully satisfied the  
11 requirements of the United States Constitution (including the Due Process Clause), FED.  
12 R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial  
13 Center’s illustrative class action notices.

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

20 **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

21 8. The Court finds that the Settlement Agreement, as amended on June 8,  
22 2022, resulted from extensive arm’s length good faith negotiations between Class  
23 Counsel and Toyota, through experienced counsel, with the assistance and oversight of  
24 Settlement Special Master Patrick A. Juneau.

25 9. Pursuant to FED. R. CIV. P. 23(e), the Court hereby finally approves in all  
26 respects the Settlement as set forth in the Settlement Agreement, as amended on June  
27 8, 2022, and finds that the Settlement, the Settlement Agreement, and all other parts of  
28 the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest



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

9       10. The Court finds that the Settlement is fair, reasonable and adequate based  
10 on, among other things, the following factors: (a) there is no fraud or collusion  
11 underlying the Settlement; (b) the complexity, expense, uncertainty, and likely duration  
12 of litigation in the Action favor settlement on behalf of the Class; (c) the Settlement  
13 provides meaningful benefits to the Class; and (d) any and all other applicable factors  
14 that favor final approval.

15       11. The Court also finds that the initial, proposed \$250 cap on Redistribution  
16 Checks – which the parties agreed to remove and the Settlement Special Master  
17 approved on November 4, 2022 - should be removed to enable the Settlement Fund  
18 residual to be distributed pro rata to those Class members entitled to receive  
19 Redistribution Checks under the Settlement Agreement. Based on the number of Out-  
20 of-Pocket Claims submitted to date, it appears likely that a majority of the Settlement  
21 Fund will remain after all valid Out-of-Pocket Claims are paid. Accordingly, each  
22 eligible Class Member, entitled to receive a Redistribution Check under the terms of the  
23 Settlement Agreement, will be sent a pro rata share of the Settlement Fund’s residue as  
24 a Redistribution Check.

25       12. The Parties are hereby directed to implement and consummate the  
26 Settlement according to the terms and provisions of the Settlement Agreement. In  
27 addition, the Parties are authorized to agree to and adopt such amendments and  
28 modifications to the Settlement Agreement as (a) shall be consistent in all material

1 respects with this Final Order Approving Class Action Settlement, and (b) do not limit  
2 the rights of the Class.

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

5 **IV. DISMISSAL OF CLAIMS, RELEASE, AND INJUNCTION**

6 14. The Action is hereby dismissed with prejudice on the merits and without  
7 costs to any party, except as otherwise provided herein or in the Settlement Agreement.

8 15. Upon entry of this Final Order and the Final Judgment, Plaintiffs, Class  
9 Representatives, and each member of the Class (except those listed on Appendix B), on  
10 behalf of themselves and any other legal or natural persons who may claim by, through  
11 or under them, agree to fully, finally, and forever release, relinquish, acquit, and  
12 discharge the Released Parties from any and all claims, demands, suits, petitions,  
13 liabilities, causes of action, rights, and damages of any kind and/or type regarding the  
14 subject matter of the Action, including, but not limited to, compensatory, exemplary,  
15 punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future,  
16 mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or  
17 non-contingent, derivative or direct, asserted or un-asserted, whether based on federal,  
18 state or local law, statute, ordinance, regulation, code, contract, common law, or any  
19 other source, or any claim of any kind related arising from, related to, connected with,  
20 and/or in any way involving the Action, the Subject Vehicles that are, or could have  
21 been, defined, alleged or described in the Amended Consolidated Master Complaint, or  
22 any amendments of the Action, including, but not limited to, the design, manufacturing,  
23 advertising, testing, marketing, functionality, servicing, distributing, sale, lease or resale  
24 of the Subject Vehicles. Notwithstanding the foregoing, Class Representatives,  
25 Plaintiffs, and Class Members are not releasing claims for (1) personal injury, (2) death,  
26 (3) property damage arising from an accident involving a Subject Vehicle, (4) property  
27 damage to the Subject Vehicle arising from Inverter or IPM failure, other than damage  
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1 to the Inverter or IPM itself, or (5) subrogation. This Release is limited to, and does not  
2 extend beyond, issues pertaining to the Subject Matter of the Action.

3 16. Notwithstanding the foregoing, the Released Parties shall be held harmless  
4 by any Class Representative or Class Member for a Released Claim against the Released  
5 Parties asserted by that Class Representative or Class Member, either brought directly  
6 or by any legal or natural persons who claim by, through, or under that Class  
7 Representative or Class Member.

8 17. By not excluding themselves from the Action and to the fullest extent they  
9 may lawfully waive such rights, all Class Representatives, Plaintiffs, and Class  
10 Members are deemed to acknowledge and waive Section 1542 of the Civil Code of the  
11 State of California and any law of any state or territory that is equivalent to Section  
12 1542. Section 1542 provides that:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
14 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**  
15 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
16 **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**  
17 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
18 **WITH THE DEBTOR.**

19 18. The Court orders that the Settlement Agreement shall be the exclusive  
20 remedy for all claims released in the Settlement for all Class Members not listed on  
21 Appendix B.

22 19. Therefore, except for those listed on Appendix B, all Class Members and  
23 their representatives are hereby permanently barred and enjoined from, either directly,  
24 through their representatives, or in any other capacity instituting, commencing, filing,  
25 maintaining, continuing, or prosecuting against any of the Released Parties (as that term  
26 is defined in the Settlement Agreement) any action or proceeding in any court or  
27 tribunal asserting any of the matters, claims, or causes of action described. In addition,  
28 all Class Members and all persons in active concert or participation with Class Members

1 are permanently barred and enjoined from organizing Class Members who have not  
2 been excluded from the Class into a separate class for purposes of pursuing, as a  
3 purported class action, any lawsuit based on or relating to the claims and causes of  
4 action in the complaint in the Action, or the facts and circumstances relating thereto or  
5 the release in the Settlement Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283,  
6 the Court finds that issuance of this permanent injunction is necessary and appropriate  
7 in aid of its continuing jurisdiction and authority over the Settlement and the Action.

8 **V. OTHER PROVISIONS**

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

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

25       22. Without further order of the Court, the Parties may agree to reasonably  
26 necessary extensions of time to carry out any of the provisions of the Settlement  
27 Agreement. Likewise, the Parties may, without further order of the Court, agree to and  
28 adopt such amendments to the Settlement Agreement (including exhibits) as are

1 consistent with this Final Order and the accompanying Final Judgment and do not limit  
2 the rights of Class Members under the Settlement Agreement.

3 23. Nothing in this Final Order or the accompanying Final Judgment shall  
4 preclude any action in this Court to enforce the terms of the Settlement Agreement.

5 24. Neither this Final Order nor the accompanying Final Judgment (nor any  
6 document related to the Settlement Agreement) is or shall be construed as an admission  
7 by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order, the  
8 accompanying Final Judgment, or any document related to the Settlement Agreement  
9 shall be offered in any proceeding as evidence against any of the Parties of any fact or  
10 legal claim; provided, however, that Toyota and the Released Parties may file any and  
11 all such documents in support of any defense that the Settlement Agreement, this Final  
12 Order, the accompanying Final Judgment, and any other related document is binding  
13 on and shall have res judicata, collateral estoppel, and/or preclusive effect in any  
14 pending or future lawsuit by any person who is subject to the release described above  
15 in Paragraph 14 asserting a released claim against any of the Released Parties.

16 25. The Settlement Notice Administrator shall fulfill any escheatment  
17 obligations that arise.

18 26. The Court finds that the Escrow Account is to be a “qualified settlement  
19 fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies  
20 each of the following requirements:

- 21 (a) The Escrow Account is to be established pursuant to an Order of this Court  
22 and is subject to the continuing jurisdiction of this Court;
- 23 (b) The Escrow Account is to be established to resolve or satisfy one or more  
24 claims that have resulted or may result from an event that has occurred and  
25 that has given rise to at least one claim asserting liabilities; and
- 26 (c) The assets of the Escrow Account are to be segregated from other assets  
27 of Defendants, the transferor of the payment to the Settlement Funds and  
28 controlled by an Escrow Agreement.

1           27. Under the “relation back” rule provided under Section 1.468B-1(j)(2)(i) of  
2 the Treasury Regulations, the Court finds that Toyota may elect to treat the Escrow  
3 Account as coming into existence as a “qualified settlement fund” on the latter of the  
4 date the Escrow Account meets the requirements of Paragraphs 25(b) and 25(c) of this  
5 Order or January 1 of the calendar year in which all of the requirements of Paragraph  
6 25 of this Order are met. If such a relation-back election is made, the assets held by the  
7 Settlement Funds on such date shall be treated as having been transferred to the Escrow  
8 Account on that date.

9           28. The name of the Qualified Settlement Fund shall be “Toyota Prius Class  
10 Action Settlement QSF.”

11           29. The Court appoints Miller Kaplan Arase LLP as the Tax Accountant.

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

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SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Honorable Josephine L. Staton  
Judge of the United States District Court

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

KATHLEEN RYAN-BLAUFUSS,  
CATHLEEN MILLS and KHEK  
KUAN, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

vs.

TOYOTA MOTOR  
CORPORATION, TOYOTA  
MOTOR SALES, U.S.A., INC.,  
and DOE DEFENDANTS 1-10,

Defendants.

STEVEN KOSAREFF and  
LAURA KAKISH, on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

vs.

TOYOTA MOTOR  
CORPORATION, TOYOTA  
MOTOR SALES USA, INC., and  
DOES 1-10, inclusive,

Defendants.

Case No. 8:18-CV-00201-JLS-KES

**[PROPOSED] FINAL JUDGMENT**

1 IT IS on this \_\_\_\_ day of \_\_\_\_\_ 2023, HEREBY  
2 ADJUDGED AND DECREED PURSUANT TO FEDERAL RULES OF CIVIL  
3 PROCEDURE 23 and 58 AS FOLLOWS:

4 (1) On this date, the Court entered a Final Order Approving Class  
5 Action Settlement (Dkt. No. \_\_);

6 (2) For the reasons stated in the Court’s Final Order Approving Class  
7 Action Settlement, judgment is entered in accordance with the Final Order Approving  
8 Class Action Settlement and this Action is dismissed with prejudice; and

9 (3) A copy of this Final Judgment shall be filed in, and applies to, this  
10 Action.

11  
12 SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2023.

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14 \_\_\_\_\_  
15 Honorable Josephine L. Staton  
16 Judge of the United States District Court  
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