

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

Q+ FOOD; LLC, LAWRENCE BARTON d/b/a
LEGEND MEATS, LLC; ENCORE PIANO &
ORGAN MOVING, LLC; ALL AMERICAN
MOVING AND STORAGE DELIVERY, LLC, and
WEST LUMBER & BUILDING SUPPLY CORP.,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

MITSUBISHI FUSO TRUCK OF AMERICA,
INC.,

Defendant.

Civ. No. 14-cv-06046-MAS-DEA

R E C E I V E D

MAR 27 2017

AT 8:30 _____ M
WILLIAM T. WALSH
CLERK

FINAL APPROVAL ORDER AND JUDGMENT

THIS MATTER having been opened to the Court by counsel for the Plaintiffs and the Class for final approval of the proposed class action settlement (the "Settlement"), in accordance with the Class Action Settlement Agreement and Release (the "Agreement" or "Settlement Agreement") [ECF 50-3] and on the motion for an award of attorneys' fees and costs and approval of incentive awards dated January 12, 2017 [ECF 59]; and

WHEREAS, the Court finds that it has jurisdiction pursuant to the parties' Stipulation and Consent Order [ECF 48] over this Action and each of the parties under 28 U.S.C. § 1332(d) and that venue is proper in this district; and

WHEREAS the Court finds as follows: The Settlement was entered into at arm's length by experienced counsel and only after extensive negotiations with a well-respected mediator, the

Honorable Edward A. Infante (Ret.). The Settlement is not the result of collusion. The Settlement is fair, reasonable, and adequate; and

WHEREAS, this Court conducted a hearing on March 27, 2017, and has fully considered the record of these proceedings, the representations, arguments, and recommendation of counsel, and the requirements of the governing law; and for good cause shown

IT IS THIS 27th day of March, 2017:

ORDERED that the Final Approval and Judgment is GRANTED, subject to the following terms and conditions:

1. For the purposes of this Order, the Court hereby adopts all defined terms as set forth in the Agreement.

2. The "Settlement Class" certified for the sole purposed of consummating the Settlement in this Action, consists of and is hereinafter defined as:

All current and former owners and lessees of model year 2012-2016 Mitsubishi-Fuso Canter trucks (the "Subject Vehicles") who purchased or leased their Subject Vehicles in the United States. Excluded from the Settlement Class are:

a) Persons who validly and timely exclude themselves from the settlement;
b) persons who have settled with, released, or otherwise had claims adjudicated on the merits against MFTA that are substantially similar to those alleged in this matter; wrongful death or property damage claims to property other than the Subject Vehicles, fixtures installed in the vehicles, or cargo transported in the vehicles, as a result of the defects alleged; c) MFTA employees; d) insurers or other providers of extended service contracts or warranties; and e) Judge Arpert and his family.

3. Attached hereto and incorporated into this Order as Appendix A is a schedule of all such persons who have timely and validly requested to be excluded from the Settlement Class.

4. The Court finds that there have been no Objections filed to the Settlement and that the January 26, 2017 and February 24, 2017 deadlines for Objections have passed.

5. The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

6. The Court finds that the proposed Settlement Class meets all the applicable requirements of Fed.R.Civ.P. 23, affirms certification of the Settlement Class, and approves the Settlement set forth in the Agreement as being fair, just, reasonable, and adequate.

7. Based upon the Court's familiarity with the claims and parties, the Court finds that Q+ Food LLC, Lawrence Barton d/b/a Legend Meats, LLC, Encore Piano & Organ Moving, LLC, All American Moving and Storage Delivery, LLC, and West Lumber & Building Supply Corp., adequately represent the interests of the Settlement Class and hereby appoints them as Class Representatives for the Settlement Class.

8. The Court finds that the following firms fairly and adequately represent the interests of the Settlement Class and hereby confirms them as Lead Class Counsel pursuant to Rule 23:

JAMES C. SHAH
NATALIE FINKELMAN BENNETT
SHEPHERD, FINKELMAN, MILLER & SHAH, LLP
475 White Horse Pike
Collingswood, NJ 08107
Telephone: (856) 858-1770

MICHAEL D. DONOVAN
DONOVAN LITIGATION GROUP LLC
1055 Westlakes Drives, Suite 155
Berwyn, PA 19103
Telephone: (610) 647-6067

ROBERT W. MURPHY
MURPHY LAW FIRM
1212 S.E. 2nd Avenue
Fort Lauderdale, FL 33316
Telephone: (954) 763-8660

MARC A. GOLDICH
AXLER GOLDICH LLC
1650 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (267) 207-2920

9. The Court finds, upon review of the Settlement and consideration of the nine factors enunciated in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), that the Settlement and the proposed reimbursement program available from the Settlement are fair, reasonable and adequate. Accordingly, the Settlement is finally approved by the Court.

10. The Final Approval Order and Judgment as provided under the Agreement should be entered. Such order and judgment shall be fully binding with respect to all members of the Class and shall have res judicata, collateral estoppel, and all other preclusive effect in any claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses that are based on or in any way related to any of the claims for relief, causes of action, suits, damages, debts, contracts, petitions, demands in law or equity, or any allegations of liability, obligations, promises, attorneys' fees, costs, interests, or expenses that were asserted in this action

11. The operative complaint in this action, the Amended Complaint [ECF 49] is dismissed with prejudice, and the claims against Defendant are released.

12. Settlement Class Members requesting exclusion from the Class (as reflected in Appendix A) shall not be entitled to receive any reimbursement as described in the Agreement.

13. The Settlement Administrator shall distribute to each Settlement Class Member who timely submitted a properly executed, valid Claim Form, the benefits to which they are entitled under the terms of the Agreement.

14. Class Counsel is hereby awarded: (i) \$4,375,000 in attorneys' fees; and (ii) costs in the amount of \$61,984.29.

15. Class Representative are to receive an incentive award as follows: \$30,000 for Q+ Food LLC; and \$15,000 each for Lawrence Barton d/b/a Legend Meats, LLC; Encore Piano & Organ Moving, LLC; All American Moving and Storage Delivery, LLC; and West Lumber & Building Supply Corp.

16. The awarded attorneys' fees and costs, and Class Representative incentive awards are to be paid and distributed in accordance with the Settlement.

17. The Court authorizes Class Counsel to allocate the fee award.

18. Each and every term and provision of the Agreement and Settlement shall be deemed incorporated into the Final Approval Order and Judgment as if expressly set forth and shall have the full force and effect of an Order of the Court.

19. The terms of this Final Approval Order and Judgment, and the Settlement are binding on the Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors and assigns.

20. The parties and their counsel are ordered to implement and to consummate the Settlement according to its terms and provisions.

21. Other than as set forth herein, the parties shall bear their own costs and attorneys' fees.

22. The releases set forth in the Settlement Agreement are incorporated by reference. All Class Members, as of the Effective Date, shall be bound by the releases set forth in the Settlement Agreement whether or not they have availed themselves of the benefits of the Settlement.

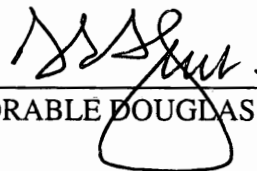
23. The parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications, and expansions of the Settlement as are consistent with the Final Approval Order and Judgment.

24. No Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely submitted a valid request for exclusion), shall commence, continue, or prosecute any action or proceeding against Defendant in any court or tribunal asserting any of the claims released by the Settlement or Agreement, and are hereby permanently enjoined from so proceeding.

25. Without affecting the finality of the Final Approval Order and Judgment, the Court shall retain continuing jurisdiction over this action, the parties and the Settlement Class, and the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the enforcement or implementation of the Settlement shall be presented by motion to the Court, provided, however, that nothing in this paragraph shall restrict the parties' ability to exercise their rights under Paragraph 15 above.

26. Neither this Order nor the Agreement, nor any documents or statements related thereto, shall constitute any evidence or admission of liability by Defendant, nor shall any such document or statement be offered in evidence in this or any other proceeding except to consummate or enforce the Settlement or the terms of this Order.

27. There being no just reason to delay, the Clerk is directed to enter this Final Approval Order and Judgment forthwith and designate this case as closed.

A handwritten signature in black ink, appearing to read 'D. Arpert', is written above a horizontal line. The signature is stylized and somewhat cursive.

HONORABLE DOUGLAS E. ARPERT, U.S.M.J.

APPENDIX A

ClaimID	Name	City	State	Opt Out Date
MFQ-300009267	FRANK DEMARCO	REDONDO BEACH	CA	12/31/2016
MFQ-100042678	ALL SEASONS LAWN & TREE CARE	WICHITA	KS	01/05/2017
MFQ-100052592	OFFICE SYSTEMS INSTALLATION	NEW BERLIN	WI	01/09/2017
MFQ-100044344	CLAYWORKS SUPPLY INC	BALTIMORE	MD	01/10/2017
MFQ-100021344	MICHAEL W KARN	AUSTIN	TX	01/11/2017
MFQ-100022006	DOUGLAS E RUTH	BOX ELDER	SD	01/14/2017
MFQ-100020801	CHRISTOPHER NICHOLS	PARK CITY	UT	01/17/2017
MFQ-100052088	CHOPPER INDUSTRIES INC	TROY	NY	01/18/2017
MFQ-100022316	HEIDI & HOWARD SNELL	BELEN	NM	01/23/2017
MFQ-100005101	BHP INC	MILWAUKEE	WI	01/24/2017
MFQ-100021255	JOHN MORAN	PARKER	CO	01/24/2017
MFQ-100022324	WILLIAM M GIBBONS JR	CLARKDALE	AZ	01/25/2017
MFQ-100032265	MCHUGH PLUMBING	CHESTERLAND	OH	01/25/2017
MFQ-100064710	RICHARD J COOK	MOUNT SINAI	NY	01/25/2017
MFQ-200000454	PUBLIC SERVICE TRUCK RENTING	LONG ISLAND CITY	NY	01/25/2017
MFQ-300009658	ARTHUR B JARJISIAN	SAN DIEGO	CA	01/25/2017
MFQ-200000462/	RDS VENDING	NORRISTOWN	PA	01/26/2017
MFQ-300004540				
MFQ-300003218	QUICK LUBE SUPPLY	PROVIDENCE	RI	01/30/2017
MFQ-300015305	CHEF MERITO	VAN NUYS	CA	02/10/2017
MFQ-300000774	SAMUEL E FORBES	NEWPORT	PA	02/17/2017