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JUN 23 2009

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

AT CLERK U.S. DISTRICT COURT  
DISTRICT OF MARYLAND DEPUTY

IN RE MICHELIN NORTH AMERICA, INC. :  
PAX SYSTEM MARKETING AND SALES :  
PRACTICES LITIGATION :

Case No. 8:08-md-01911-RWT

DOCUMENT  
ELECTRONICALLY FILED

**ORDER AND FINAL JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs have moved for an order finally approving the class action settlement ("Settlement") which was preliminarily approved by Order dated January 16, 2009 ("Preliminary Approval Order") and which Motion was joined by Defendants, American Honda Motor Co. ("Honda") and Michelin North America, Inc. ("Michelin"); and

WHEREAS, the Parties appeared by their attorneys of record at a Final Approval Hearing on June 23, 2009, after an opportunity having been given to all Class Members to be heard in accordance with the Court's Preliminary Approval Order, and having given due consideration to the Parties' settlement agreement, including its attached exhibits ("Settlement Agreement"), the Motion, all other papers filed in support of the Settlement filed by the Parties, all objections to the Settlement, the record in this case, the arguments at the hearing on June 23, 2009, and all other materials relevant to this matter;

NOW, THEREFORE, IT IS ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes of this Action, the Court has subject matter and personal jurisdiction over the Parties, including all Settlement Class Members.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court confirms its previous certification, and for purposes of effectuating the Settlement, the Settlement Class is defined as follows:

All persons or entities who currently own or lease, or previously owned or leased, a Honda Odyssey Touring edition model or Acura RL model equipped with the "Technology Package," which included Michelin's PAX® Tire and Wheel Assembly System in the United States, including the Commonwealth of Puerto Rico, American Virgin Islands and Guam.<sup>1</sup>

Excluded from the Class are Defendants, Defendants' employees, officers and directors, and the Judge to whom this Action is or has been assigned.

4. Regarding the Settlement Class, the Court has determined, solely for purposes of the Settlement, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

5. Honda has provided notice of this proposed Settlement in a manner consistent with the Preliminary Approval Order and direct mail notice (and accompanying claim form) was mailed to more than 94,000 Settlement Class Members. In addition, notice of the Settlement

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<sup>1</sup>Pursuant to an Order dated February 11, 2009, the Parties clarified that the Settlement Class includes residents of the Commonwealth of Puerto Rico, the American Virgin Islands and Guam. See Docket Entry No. 81.

(including all relevant documents) was posted on Class Counsel's website.

6. The Court has determined that the notice that has been provided pursuant to the Settlement Agreement and the Preliminary Approval Order (a) provided the best practicable notice; (b) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their right to appear or object to or exclude themselves from the proposed Settlement; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) fully complied with all applicable due process requirements and any other applicable law.

7. The Court has determined that full opportunity has been given to the Class Members to opt out of the Settlement, object to the terms of the Settlement or to Class Counsel's request for attorneys' fees and expenses, and otherwise participate in the Final Approval Hearing on June 23, 2009. The Court has considered all of the objections to the Settlement that were submitted by Settlement Class Members and has determined that none warrants disapproval of the Settlement Agreement and/or Plaintiffs' request for attorneys' fees and expenses.

8. The Court has carefully considered the materials before it and has made its independent judgment. Plaintiffs and the Settlement Class Members face significant risks in the Action, the possibility of any greater ultimate recovery in litigation is highly speculative, and any such recovery would occur only after considerable additional delay. Moreover, the Parties have reached the Settlement Agreement after vigorous litigation, significant investigation and discovery, and extensive arm's-length negotiations absent collusion, including a lengthy mediation proceeding. Accordingly, having considered the foregoing, the number of Settlement Class Members who have asked to be excluded from the Settlement, and the level of opposition

to the Settlement Agreement, and balancing the costs, risks, and delay of continued litigation against the benefits provided to the Settlement Class by the Settlement set forth in the Settlement Agreement, and based on the Court's own knowledge of the Action, the Court finds and concludes that the Settlement is in the best interests of the Settlement Class and is a fair, reasonable, and adequate compromise of the claims asserted in the Action.

9. The Settlement, and the terms of Settlement as described in the Settlement Agreement are, accordingly, approved and confirmed as fair, reasonable and adequate to all Settlement Class Members.

10. The Parties are hereby directed to proceed with and implement the Settlement Agreement in accordance with its terms.

11. The Court dismisses, on the merits and with prejudice, all claims currently pending before it that belong to Settlement Class Members not listed on Exhibit "1" (*i.e.*, those Settlement Class Members who did not request exclusion from the Settlement Class in the time and manner provided for in the Settlement Agreement).

12. As of this date, all Class Members not listed on Exhibit I to this Order, which lists the Class Members who requested to opt out of the Settlement, shall be deemed to be bound by the Order and Final Judgment entered herein, and to have released Defendants from all of the released claims defined in the Settlement Agreement.

13. The Court, having considered the request of Class Counsel for an award of attorneys' fees and reimbursement of expenses, hereby grants the request and awards Class Counsel attorneys' fees and expenses in the amount of three million dollars (\$3,000,000.00), as the Court finds that the fees and expenses were warranted and fair and reasonable under the

factors set forth in *Barber v. Kimbrell's, Inc.*, 577 F.2d 216, 226 (4<sup>th</sup> Cir. 1978). The Court also approves the requested aggregate incentive award in the sum of eighty three thousand dollars (\$83,000), which is to be distributed to the Class Representatives in sums of five thousand dollars (\$5,000), two thousand five hundred dollars (\$2,500) and two thousand dollars (\$2,000), as is more fully set forth in the Settlement Agreement.

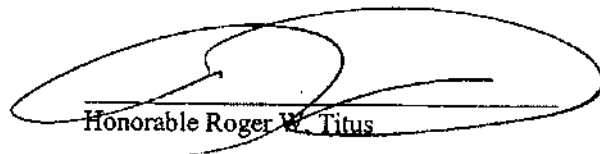
14. Pursuant to Rule 7 of the Federal Rules of Civil Procedure, in a civil case, the district court may require an appellant to file a bond or provide other security in any form and amount necessary to ensure payment of costs on appeal. See *In re Cardizem CD Antitrust Litigation*, 391 F.3d 812 (6<sup>th</sup> Cir. 2004); *In re Nasdaq Market-Makers Antitrust Litig.*, 187 F.R.D. 124 (S.D.N.Y. 1999). In light of the Court's ruling regarding the adequacy of the relief afforded by the Settlement, the reaction of the Class and the number of Class Members, the Court orders that any appeal of this Order must be accompanied by a bond of \$150,000.00.

15. All Parties are bound by this Final Order and Judgment and by the Settlement Agreement.

16. Without affecting the finality of the Final Order and Judgment in any way, the Court reserves continuing and exclusive jurisdiction over the Parties and their counsel, including all Settlement Class Members, and the execution, consummation, administration, effectuation and enforcement of the terms of the Settlement Agreement, and the terms of this Order and Final Judgment, including entry of any further orders as may be necessary and appropriate.

IT IS SO ORDERED

DATED: June 23, 2009

  
Honorable Roger W. Titus