

**UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF OKLAHOMA**

**DURWIN HAMPTON, individually and
on behalf of all others similarly situated,**

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 6:21-CV-250- GLJ

CLASS ACTION

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
DIRECTING NOTICE TO THE CLASSES, AND SCHEDULING FINAL APPROVAL
HEARING**

The Parties to the above-captioned action have agreed to a proposed class action settlement, the terms and conditions of which are set forth in an executed Settlement Agreement (the “Settlement” or “Settlement Agreement”).¹ The Parties reached the Settlement through arm’s-length negotiations over a period of approximately four months, and, on January 22, 2025, participated in an all-day in person mediation with Antonio Piazza of Mediated Negotiations, Inc. Under the Settlement Agreement, subject to the terms and conditions therein and subject to final Court approval, the Action will be dismissed with prejudice, and Class Plaintiff and the Class will fully, finally, and forever resolve, discharge, and release their claims against the Released Parties in exchange for GM’s agreement to pay the non-reversionary cash Settlement Amount of Twenty-Four Million Eight-Hundred Thirty-Three Thousand Dollars (\$24,833,000.00) into the Settlement Fund to be distributed to Class Members in accordance with the Settlement Agreement.

¹ Capitalized terms shall have the definitions and meanings accorded to them in the Settlement Agreement.

The Settlement Agreement has been filed with the Court, and the Plaintiff has filed an Unopposed Motion for Entry of an Order Preliminarily Approving Class Action Settlement, Directing Notice to the Class, and Scheduling Final Approval Hearing (ECF No. 141) (the “Motion”). Upon considering the Motion, the Settlement Agreement and related documents and exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter, the Parties to these proceedings, and members of the Classes; (2) the Class was previously certified and meets the requirements of Rule 23 of the Federal Rules of Civil Procedure²; (3) the persons and entities identified below should be appointed Class Plaintiff and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the proposed Settlement is fair, reasonable, and adequate and should be preliminarily approved; (6) the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class; (7) the proposed Notice Plan and proposed forms of notice satisfy Rule 23 and constitutional due process requirements and are reasonably calculated under the circumstances to apprise the Class of: the pendency of the Action, the certification of the Class, the terms of the Settlement, Class Counsel’s Application For Attorneys’ Fees and Expenses, and Service Award (“Motion for Attorneys’ Fees and Expenses”), their rights to object to the Settlement or request to be excluded from the Settlement and the Class, and the process for allocations and distribution of Settlement Payments; (8) good cause exists to schedule and conduct a Final Approval Hearing, pursuant to Rule 23(e), to assist the Court in determining whether to grant final approval of the Settlement and issue a Final Approval Order and Judgment, whether to

² All citations to the Rules shall refer to the Federal Rules of Civil Procedure.

grant Class Counsel's Motion for Attorneys' Fees and Expenses, whether to grant the Class Plaintiff Service Award; (9) the other related matters pertinent to the preliminary approval of the Settlement should also be approved; and (10) the Motion is hereby GRANTED.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the subject matter and the Parties to this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions alleged by the Class Plaintiff occurred in this District.

**Class Certification and
Appointment of Class Plaintiff and Class Counsel**

3. At the preliminary approval stage, "[i]f the court has already certified a class, the only information ordinarily necessary is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted." Fed. R. Civ. P. 23, advisory committee notes to 2018 Amendment. Here, the Court has already certified the Oklahoma Class. ECF Nos. 121 and 129 (affirming and adopting Report and Recommendation, ECF No. 121). The proposed Settlement does not call for any changes to the Class, or the claims, defenses, or issues regarding which certification was granted. Therefore, for the same reasons identified in the Court's certification orders, the certified Class satisfies adequacy, typicality, numerosity, and commonality under Rule 23(a) and predominance and superiority under Rule 23(b)(3).

4. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied and that certification of the Class is appropriate under Rule 23. The Court, therefore, confirms the following certified Class for settlement purposes:

All current owners or lessees as of September 26, 2024 of a Class Vehicle that was purchased or leased in the State of Oklahoma.

Excluded from the Class are: GM; any affiliate, parent, or subsidiary of GM; any entity in which GM has a controlling interest; any officer, director, or employee of GM; any successor or assign of GM; and any judge to whom this Action is assigned, and his or her spouse; individuals and/or entities who validly and timely exclude themselves from this settlement; and current or former owners of a Class Vehicle who previously released claims in an individual settlement with GM that would otherwise be covered by the Release in this Action.

“Class Vehicles” means all 2011-2014 Chevrolet Avalanche, Silverado, Suburban, and Tahoe, and 2011-2014 GMC Sierra, Yukon, and Yukon XL trucks and SUVs with Generation IV Vortec 5300 LC9 engines manufactured on or after February 10, 2011 and purchased or leased in Oklahoma. Any vehicle that has already received adequate piston replacement (i.e., upgraded piston rings) under warranty and at no cost is excluded from the definition of Class Vehicle.

5. The Court confirms its appointment of Plaintiff Durwin Hampton as Class Plaintiff for the Class.

6. The Court confirms its appointment of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and DiCello Levitt, LLP as Class Counsel.

Preliminary Approval of the Settlement

7. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method 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 (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

8. Preliminary approval is appropriate where the proposed settlement “appears to be

the product of serious, informed, noncollusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to class representatives.” *Harris v. Chevron U.S.A., Inc.*, No. CIV-15-0094-PRW, 2019 WL 5846917, at *2 (W.D. Okla. July 29, 2019).

9. The Court preliminarily approves the Settlement Agreement, including the exhibits, appended to the Motion as fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the Class Plaintiff and Class Counsel have adequately represented the Class; the Settlement was reached in the absence of collusion and is the product of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel; the relief provided is adequate given: (a) the costs, risks and delay of appeal and potential re-trial, (b) the proposed Notice Plan is sufficient to notify the Class, (c) the terms of the proposed attorney’s fees and timing of payment, and (d) the remaining terms of the Settlement Agreement. The Court also finds that the Plaintiff has submitted sufficient information for the Court to support that Class Notice should be disseminated as “the proposed settlement will likely earn final approval.” *See* Fed R. Civ. P. 23(e) advisory committee’s note to 2007 Amendment.

10. The Court further finds that the Settlement, including the exhibits, appended to the Motion is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Class, as set forth in the Settlement Agreement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Judgment. *See Tennille v. W. Union Co.*, 785 F.3d 422, 434 (10th Cir. 2015).

Approval of Notice Plan and Direction to Effectuate the Notice

11. The Court approves the form and content of the notices to be provided to the Class,

substantially in the forms appended as Exhibits 3, 4, and 5 to the Settlement Agreement. The Court further approves the establishment of an internet website for the Settlement. The Court further finds that the Notice Plan, as described in the Declaration of Ryan Aldridge of EisnerAmper, the proposed Settlement Administrator, is the best practicable notice under the circumstances. The Notice Plan is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, the certification of the Class, the terms of the Settlement, their rights to object to the Settlement and Class Counsel's Motion for Attorneys' Fees and Expenses, and the request for a Service Award. The notices and Notice Plan constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Plan satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Plan.

12. The Court directs that EisnerAmper shall act as the Settlement Administrator.

13. The Settlement Administrator shall implement the Notice Plan, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 3, 4, and 5 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Plan and the Settlement Administrator's declaration (Settlement Agreement, Exhibit 2), as specified in Section VIII of the Settlement Agreement and approved by this Order.

14. The Settlement Administrator shall send the Class Notice, substantially in the form attached to the Settlement Agreement as Exhibits 4 and 5, to Class Members by U.S. Mail, proper postage prepaid to Class Members, and by E-mail, where an email address is available, as

identified by data to be provided by GM to the Settlement Administrator or a similar third-party entity. The mailings of Class Notice to the persons and entities identified shall be substantially completed in accordance with the Notice Plan. The Settlement Administrator is hereby ordered to obtain such vehicle registration information from, *inter alia*, the applicable Departments of Motor Vehicles.

15. The Court authorizes the Settlement Administrator, EisnerAmper, through data aggregators or otherwise, to request, obtain and utilize vehicle registration information from Department of Motor Vehicles for Oklahoma for the purposes of providing the identity of and contact information for Class Members. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make and model of the vehicle.

16. The Department of Motor Vehicles for the 50 states and all United States territories and/or possessions, including the Department of Motor Vehicles for California, are ordered to provide approval to S&P Global, which licenses state motor vehicle data through its R. L. Polk & Co. (“Polk”) entity, to release the names and addresses of owners of the vehicles associated with the titles of the VINS at issue in this Action for the purposes of disseminating the Class Notice to Class Members.

17. Polk is ordered to license, pursuant to the agreement between Polk and EisnerAmper, the owner contact information solely for the use of providing the Class Notice in this Action and for no other purpose.

18. The Parties are authorized to obtain the names, mailing addresses, and contact information of Class Members from Polk.

19. The Court directs GM to provide, within seven (7) days of the entry of this

Preliminary Approval Order, to the extent it has not already done so, all Class Vehicle VINs to the Settlement Administrator, or a similar third-party entity, who shall be authorized to use that information to obtain the names and most current addresses of Class Vehicle owners through state agencies.

Final Approval Hearing and Objections

20. The Court directs that a Final Approval Hearing shall be scheduled for Monday, September 15, 2025, at 11:00 a.m., Courtroom 4, Room 420, US Courthouse, 5th & Okmulgee, Muskogee, OK before Magistrate Judge Gerald L. Jackson to assist the Court in determining whether to grant final approval to the Settlement Agreement and enter the Final Approval Order and Judgment, and whether Class Counsel's Motion for Attorneys' Fees and Expenses and request for Service Award should be granted.

21. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Administrator at the address provided in the Long Form Notice, postmarked on a date ordered by the Court, specifying that he, she, they, or it wants to be excluded and otherwise complying with the terms stated in the Long Form Notice. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and GM's Counsel on a weekly basis, beginning thirty (30) days after the Notice Date. A list reflecting all requests for exclusion shall be filed with the Court by the Settlement Administrator no later than twenty (20) days before the Final Approval Hearing. If a potential Class Member files a request for exclusion, he, she, they, or it may not file an objection under Section XIII of the Settlement Agreement.

22. Any Class Member who does not file a timely written request for exclusion as provided in Section XII of the Settlement Agreement shall be bound by all subsequent

proceedings, orders and judgments, including, but not limited to, the Release, Final Approval Order and Judgment in the Action, even if he, she, they, or it has litigation pending or subsequently initiates litigation against GM relating to the claims and transactions released in the Action.

23. The Court further directs that any person or entity in the Class may object, directly or through a lawyer at his, her, or its expense, to the Settlement Agreement, the Motion for Attorneys' Fees and Expenses, and/or the requested Service Award to the Class Plaintiff. Class Members who wish to object to the Settlement must send their written objections only to the Court. All objections will be scanned into the electronic case docket, and the Parties will receive electronic notices of the filings. Objections shall be mailed to the Clerk of the Court at the following address:

Bonnie N. Hackler, Clerk of Court
 United States District Court
 PO Box 607
 Muskogee, OK 74402
 Re: *Durwin Hampton v. General Motors LLC*, No. 6:21-cv-00250-GLJ

24. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court and must set forth:

- (a) The case name and number of the Action, *Durwin Hampton v. General Motors LLC*, No. 6:21-cv-00250-GLJ (E.D. Okla.);
- (b) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- (c) An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Class Member;
- (d) Whether the objection applies only to the objector, to a specific subset of

the Class, or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection;

- (e) Copies of any documents the objector wishes to submit in support;
- (f) The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, the request for Attorneys' Fees and Expenses, and/or the requested Service Award to the Class Plaintiff;
- (g) A statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- (h) The identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
- (i) If the objecting Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Class Member must so state in the objection. Any Class Member who does not state his or her intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing;

- (j) Any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years including the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case. If the Class Member or his or her counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection; and
- (k) The original handwritten signature and date of signature of the Class Member objecting (an electronic signature or attorney's signature is not sufficient) and the signature of any attorney representing the Class Member objecting in connection with the objection, and the date of the objection.

25. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

Settlement Deadlines

26. The Settlement deadlines are as follows:

EVENT	DEADLINES
Commencement of Class Notice Plan	May 22, 2025
Start of Period for Class Members to submit Class Member Identification Forms	May 22, 2025

Class Notice to be substantially completed	June 23, 2025
Plaintiff's Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees and Expenses, and Request for Class Representative Service Award to be Filed with the Court	June 23, 2025
Plaintiff's Motion, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	June 23, 2025
Deadline for Receipt of All Objections and Requests for Exclusion by Class Members	July 28, 2025
Deadline for filing Notice of Intent to Appear at Final Approval Hearing by Class Members and/or their Personal Attorneys	July 28, 2025
Deadline for Class Members to submit Class Member Identification Forms.	July 28, 2025
Deadline for Settlement Administrator to provide to Class Counsel and GM Counsel a final report detailing all proper and timely Requests for Exclusion	August 5, 2025
Any submission by the Parties concerning Final Approval of Settlement and Responses to any objections	August 20, 2025
Settlement Administrator Shall File the Results of the Dissemination of the Notice with the Court	August 26, 2025
Final Approval Hearing	September 15, 2025 at 11:00a.m. CST

Effect of Failure to Approve the Settlement or Termination

27. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order and Judgment as contemplated in the Settlement, the Final Effective Date does not occur, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(i) This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement will be bound by any of its terms;

(ii) The Settlement Amount shall be refunded to GM plus interest earned (net

of any taxes paid on such interest), and net of all necessary and reasonable Settlement Administration Expenses incurred;

(iii) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;

(iv) All of its provisions, and all negotiations, statements, and proceedings relating to the Settlement Agreement will be without prejudice to the rights of GM, Class Plaintiff, or any Class Member, all of whom will be restored to their respective positions existing immediately before the execution of the Settlement Agreement, except that the Parties will cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

(v) Neither the Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to the Settlement Agreement will be admissible or entered into evidence for any purpose whatsoever; and;

(vi) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of the Settlement Agreement will be deemed vacated and will be without any force or effect.

Stay/Bar of Other Proceedings

28. Pending the Final Approval Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity, shall commence, continue, or prosecute against any of the Releasees (as that term is defined in the Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released in the Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and

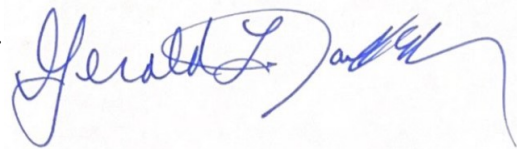
appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Agreement.

General Provisions

29. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order and Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and Judgment and do not limit the rights of Class Members under the Settlement Agreement.

30. The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in the Settlement Agreement without further notice (subject to Court approval as to court dates).

SO ORDERED this 22nd day of May, 2025.

A handwritten signature in blue ink, appearing to read "Gerald L. Jackson", is written over a light blue rectangular background.

GERALD L. JACKSON
UNITED STATES MAGISTRATE JUDGE