

**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

FINAL ORDER

This matter is before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (ECF No. 151) ("Motion for Final Approval") and Plaintiff's Unopposed Motion for Attorneys' Fees, Expenses, and a Service Award (ECF No. 152) ("Motion for Attorneys' Fees and Expenses"). Upon consideration of the motions, the Court finds that the motions (ECF Nos. 151-152) should be GRANTED. Having considered the Settlement Agreement filed April 30, 2025 (the "Settlement Agreement") between and among Class Plaintiff, through Class Counsel, and Defendant General Motors LLC. ("GM"), the Court's May 22, 2025, Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Final Approval Hearing (ECF No. 150) (the "Preliminary Approval Order"), as well as the pending motions and Plaintiff's Supplemental Statement in Support of Plaintiff's Motions for Final Approval of Settlement and Attorneys' Fees, Expenses, and Service Awards (ECF No. 155), and further having held a Final Approval Hearing on September 15, 2025, and considered all of the submissions and arguments with respect to the Settlement Agreement and related documents and exhibits, and otherwise being fully informed, and good cause appearing therefore;

IT IS HERBY ORDERED AS FOLLOWS:

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

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

3) 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.

4) Based on the record before the Court, including all submissions in support of the Settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following 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 finds that only those individuals and entities listed on Appendix A to this Order have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order.

6) The Court confirms the appointment of Plaintiff Durwin Hampton as Class Plaintiff for the Class.

7) The Court confirms the appointment of the following law firms as Class Counsel:

Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034

DiCello Levitt LLP
Ten North Dearborn Street, Sixth Floor
Chicago, IL 60602
Tel: (312) 214-7900

Notice to Class Members

8) The record shows and the Court finds that Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order (ECF No. 150). The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to request to be excluded from the Settlement and the Class, their right to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Judgment in the Action, whether favorable or unfavorable, on all Class Members; (iii) constitutes due, adequate, and sufficient notice to all

persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

9) The Court further finds that GM, through the Settlement Administrator, provided notice of the Settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day period to comment on or object to the Settlement Agreement before entering its Final Order and Judgment.

Final Approval of the Settlement

10) The Court finds that the Settlement Agreement resulted from extensive arm's length, good faith negotiations between Class Counsel and GM, through experienced counsel, including an in-person, all-day mediation before Antonio Piazza of Mediated Negotiations, Inc.

11) Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves, in all respects, the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix A (attached as Exhibit 1), and it is to be preclusive in the Action. The decisions of the Settlement Administrator relating to the review, processing, and distribution of Settlement Payments pursuant to the Agreement are final, subject to the dispute resolution provisions of the Settlement Agreement, and are not appealable.

12) In its Preliminary Approval Order, the Court evaluated the factors identified below to determine whether the Settlement Agreement is fair, reasonable, and adequate under Rule 23. (See Preliminary Approval Order at 3-5.) The Court sees no reason to depart from its previous conclusion as to these factors. For this reason, and based on the Court’s review of Class Members’ reactions to the proposed Settlement Agreement, the Court concludes that the Settlement Agreement is fair, reasonable and adequate. This conclusion is based on, among other things, the following factors: (1) whether “the settlement was fairly and honestly negotiated”; (2) whether “serious legal and factual questions placed the litigation’s outcome in doubt”; (3) whether “the immediate recovery was more valuable than the mere possibility of a more favorable outcome after further litigation”; and (4) whether the parties “believed the settlement was fair and reasonable.” *Tennille v. Western Union Co.*, 785 F.3d 422, 434 (10th Cir. 2015). Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh in favor of approving the settlement: (1) the adequacy of representation by class representatives and class counsel; (2) whether settlement negotiations were done fairly at arm’s length; (3) the adequacy of relief provided under the settlement—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of the proposed methods 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 (4) the equity of treatment of class members relative to one another. Fed. R. Civ. P. 23(e)(2) (amended Dec. 2018).

13) The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement

as: (i) shall be consistent in all material respects with this Final Order, and (ii) do not limit the rights of the Class.

14) The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

Attorneys' Fees, Expenses, and Service Awards

1) The Court finds, upon review of the Settlement, all papers filed and proceedings held herein in connection with the Settlement [including the Motion, the Declarations of Class Counsel and all documents attached thereto], all oral and written comments received regarding the Settlement, the record in the action, and considering (1) the time and labor required, (2) the novelty and difficulty of the questions presented by the litigation, (3) the skill required to perform the legal services properly, (4) the preclusion of other employment by the attorneys due to acceptance of the case, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) time limitations imposed by the client or the circumstances, (8) the amount in controversy and the results obtained, (9) the experience, reputation and ability of the attorneys, (10) the undesirability of the case, (11) the nature and length of the professional relationship with the client, and (12) awards in similar cases, *Sagacity, Inc. v. Cimarex Energy Co.*, 2024 WL 2923720, at *3 (E.D. Ok. June 10, 2024), that Class Counsel's requested fees and reimbursement of expenses in the amount of \$9,436,540.00, totaling thirty-eight percent (38%) of the Twenty-Four Million Eight Hundred Thirty-Three Thousand (\$24,833,000) Settlement Fund, is appropriate, fair, and reasonable.

2) The Court hereby grants Class Counsel's request for an award of reasonable attorneys' fees and reimbursement of expenses in the amount of \$9,436,540.00. The Court directs these fees and expenses to be paid from the Settlement Fund in accordance with the Settlement Agreement and authorizes Class Counsel to allocate the fee award pursuant to their agreement.

3) The Court also approves Class Counsel's request to pay a service award in the amount of Fifteen Thousand Dollars (\$15,000) to Durwin Hampton, who assisted in the prosecution of this case, participated in discovery, and was deposed. This amount is fair and reasonable compensation for Plaintiff's efforts in prosecuting the claims in the Settlement Agreement. The Court directs this Service Award to be paid from the Settlement Fund in accordance with the Settlement Agreement.

4) All payments shall be made by wire transfer to Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. ("Class Counsel Designee") within fifteen (15) business days of the Final Effective Date. Class Counsel Designee shall thereafter have sole responsibility to distribute the portions of said payment to the other Class Counsel, Plaintiff's Counsel and the Class Plaintiff.

Dismissal of Claims and Release

5) All claims asserted against GM in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

6) Upon entry of this Final Order and the Judgment, Plaintiff and each member of the Class irrevocably release, waive, and discharge any and all past, present, and future disputes, claims, causes of action, demands, debts, liens, suits, liabilities, obligations, rights of action, damages, costs, attorneys' fees, losses, or remedies of any kind that have been brought or could have been brought, whether known or unknown, existing or potential, or suspected or unsuspected relating to the alleged Oil Consumption Defect in the Class Vehicles, whether arising under statute (including a state lemon law), rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights or entitlements under any federal, state, local or other statute, law, rule and/or regulation, any claims relating to violation of any consumer

protection, consumer fraud, unfair business practices or deceptive trade practices laws, any legal or equitable theories, any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi contract, unjust enrichment, express warranty, implied warranty, secret warranty and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, recovery of Attorneys' Fees or litigation costs, or any other legal or equitable relief against Releasees, whether or not specifically named herein, asserted or unasserted, and all legal claims of whatever type or description arising out of, that may have arisen as a result of, or which could have been brought based on, any of the facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters pleaded in complaints filed in the Action related to the alleged Oil Consumption Defect; provided, however, that notwithstanding the foregoing, Class Plaintiff and the other Class Members are not releasing claims for (i) death, (ii) personal injury, or (iii) damage to tangible property other than a Class Vehicle.

7) Upon entry of this Final Order and the Judgment, GM and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released Class Counsel, Class Members, and Class Plaintiff from any and all claims or causes of action that were, or could have been, asserted by GM pertaining to this Action or Settlement. GM recognizes that, even if it later discovers facts in addition to or different from those which they now know or believe to be true, it nevertheless agrees that, upon the Final Effective Date, GM fully, finally, and forever settles and releases any and all such claims.

8) Notwithstanding the foregoing, Class Plaintiff and/or Class Members shall hold Releasees harmless for all Released Claims that may be asserted by another legal or natural persons (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Plaintiff or Class Member.

9) To the fullest extent they may lawfully waive such rights, Class Plaintiff and all Class Members are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN TO HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

10) The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members.

11) Therefore, Class Plaintiff, Class Members, and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action covered by the Release. In addition, Class Plaintiff, Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members into a separate class for purposes of pursuing, as a purported class action, any lawsuit based on or relating to the claims and causes of action in the Class Action Complaint in the Action, or the Release in the Settlement Agreement Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions

to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement as set forth in the Settlement Agreement, and the Action.

Other Provisions

12) Without affecting the finality of this Final Order or the accompanying Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Order and the accompanying Judgment, to protect and effectuate this Final Order and the Judgment, and for any other necessary purpose. The Parties, Class Plaintiff, and each Class Member are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

13) In the event that the Final Effective Date does not occur, this Final Order and the accompanying Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

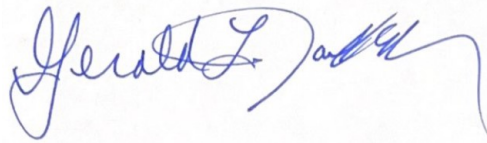
14) Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and the accompanying Judgment and do not limit the rights of Class Members under the Settlement Agreement.

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

16) Neither this Final Order nor the accompanying Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order, or the accompanying Judgment, nor any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that the Releasees may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order, the Judgment, and any other related document is binding on and shall have *res judicata*, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the Release described above, in Paragraphs 5-11, asserting a Released Claim(s) against any of the Released Parties.

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

IT IS SO ORDERED this 15th day of September, 2025.

A handwritten signature in blue ink, appearing to read "Gerald L. Jackson", is written over a horizontal line.

GERALD L. JACKSON
UNITED STATES MAGISTRATE JUDGE