

CASE CLOSED

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IMRAN CHAUDHRI, DEIDRA ROSS,
RICHARD SMITH, LARRY BYRD, DAVID
CHRISTOPHER, DEREK HAHN and LEE
S. KELLY, individually, and on behalf of
themselves and all others
similarly situated,

Case No. 2:11-CV-05504 (SDW)(MCA)

Plaintiffs,

**FINAL APPROVAL ORDER AND
JUDGMENT**

v.

OSRAM SYLVANIA, INC., and OSRAM
SYLVANIA PRODUCTS, INC.,

Defendants.

THIS MATTER having been opened to the Court by Eichen, Crutchlow, Zaslow & McElroy, LLP and Keefe Bartels, LLP (collectively "Class Counsel") for the Class Representatives by way of Motion for Final Approval of the proposed Settlement and Motion for an Award of Attorneys' Fees, Costs and Class Representatives' Incentive Awards in the above matter; and *and for the reasons set forth on the record;*

WHEREAS, the Court has jurisdiction over this action and the parties under 28 U.S.C. § 1331 and that venue is proper in this District

IT IS ON THIS 20 day of March 2015

ORDERED that this Order incorporates by reference the definitions in the Class Action Settlement Agreement, dated June 27, 2014, entered into between the parties ("Settlement Agreement") and the Preliminary Approval Order, dated July 8, 2014, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement and the Preliminary Approval Order;

IT IS FURTHER ORDERED THAT the Settlement Class consists of and is defined as;

All persons or entities in the United States and its territories who purchased one or more Covered Products in any U.S. state, territory, or possession at any time during the Class Period, other than for resale or distribution to another person or entity, and who do not timely seek exclusion. Covered Products include (i) SilverStar® ULTRA, SilverStar®, XtraVision®, or Cool Blue® replacement headlight capsules; (ii) SilverStar®, XtraVision®, or Cool Blue® sealed beam headlights; and (iii) SilverStar® fog or auxiliary lights. Excluded from the Settlement Class are: Sylvania; Sylvania's current or former employees, officers, and directors; Defense Counsel; any judge presiding over this Action or any Related Action; or any immediate family member of such persons;

IT IS FURTHER ORDERED THAT that the proposed Settlement Class meets all the applicable requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"), affirms certification of the Settlement Class, and approves the Settlement as set forth in the Settlement Agreement;

IT IS FURTHER ORDERED THAT the Settlement, pursuant to the factors provided in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975), is approved as fair, reasonable and adequate, and in the best interests of the Class;

IT IS FURTHER ORDERED THAT Eichen, Crutchlow, Zaslow & McElroy, LLP and Keefe Bartels, LLC have fairly and adequately represented the interests of the Settlement Class and confirms them as Class Counsel pursuant to Rule 23;

IT IS FURTHER ORDERED THAT the Mailed Post Card Notice, Long Form Notice and Publication Notice to the Settlement Class Members complied with the Court's Preliminary Approval Order, that it was the best notice reasonably practicable under the circumstances, and that it otherwise satisfied the Federal Rules of Civil Procedure, the United States Constitution and any other applicable law;

IT IS FURTHER ORDERED THAT all Settlement Class Members who did not effectively request to be excluded from the Class are bound by the terms and conditions of this Order, the Preliminary Approval Order and the Settlement Agreement;

IT IS FURTHER ORDERED THAT any Settlement Class Members requesting exclusion from the Class shall not be entitled to receive any compensation as described in the Settlement Agreement;

IT IS FURTHER ORDERED THAT all Claimants shall be entitled to receive compensation or other such benefits of the Settlement subject to the terms and conditions of this Order and the Settlement Agreement;

IT IS FURTHER ORDERED THAT the Amended Complaint shall be and hereby is dismissed with prejudice as against all parties and without costs, except as provided in the Settlement Agreement;

IT IS FURTHER ORDERED THAT, pursuant to the terms of the Settlement Agreement, any claim, cross-claim, liability, right, demand, suit, matter, obligation, damages, restitution, disgorgement, loss or cost, attorney's fee or expense, and action or cause of action of any kind and description that any Class Representative or Settlement Class Member had or has during the Class Period, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by any Class Representative or Settlement Class Member against

Defendant Sylvania¹, and against each of Defendant's current and former parent entities, affiliates, subsidiaries, predecessors, successors or assigns, and each of their past, present or future officers and directors, associates, stockholders, controlling persons, representatives, employees, attorneys, accountants, underwriters, financial or investment advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates or administrators, in any action or proceeding in any court or forum, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against Sylvania arising out of or relating to the allegations in the Complaint or Sylvania's marketing, advertising, or packaging for the Covered Products during the Class Period, including but not limited to all claims that were brought or could have been brought in this Action or a Related Action from the beginning of time until the date of the Preliminary Approval Order, July 8, 2014 are released. The Released Claims, however, do not include any claims for personal injury or products liability.

IT IS FURTHER ORDERED THAT the promises and commitments of the parties under the terms of the Settlement Agreement constitute fair value given in exchange for the releases and final judgment provided by this Order and the Settlement Agreement and that the Settlement between the parties was reached after arm's-length negotiations;

IT IS FURTHER ORDERED THAT no person shall have any claim against the Class Representatives, Class Counsel, the Defendant or the Defendant's counsel based upon the administration of the Settlement that is substantially in accordance with the terms of the Settlement Agreement or any order of this Court;

¹ "Sylvania" means OSRAM SYLVANIA, Inc. (formerly known as OSRAM SYLVANIA PRODUCTS, Inc., on its own behalf and as successor to the corporation named OSRAM SYLVANIA, Inc., which was merged into the surviving corporation, OSRAM SYLVANIA PRODUCTS, Inc., before that surviving corporation was renamed OSRAM SYLVANIA, Inc.)

IT IS FURTHER ORDERED THAT this Court shall retain jurisdiction over the parties and the Class for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order;

IT IS FURTHER ORDERED THAT the facts and terms of Preliminary Approval Order or this Order and the Settlement, all negotiations, discussions, drafts and proceedings in connection with Preliminary Approval Order or this Order, and the Settlement, and any act performed or document executed pursuant to or in furtherance of Preliminary Approval Order or this Order or Settlement, including any documents submitted to the Court in support of the Settlement or Preliminary Approval Order or this Order shall not be deemed an admission by any party, person or entity as to the merits of any claim or defense in the Action or any subsequent litigation, arbitration or other administrative, quasi-judicial or judicial proceeding;

IT IS FURTHER ORDERED THAT Class Counsel is awarded \$9,722,347.43 in attorneys' fees and \$277,652.57 in costs and expenses;

IT IS FURTHER ORDERED THAT the Class Representative, Imran Chaudhri, is awarded an Incentive Award of \$10,000.00 and Class Representatives, Deidra Ross, Richard Smith, Larry Byrd, David Christopher, Derek Hahn and Lee S. Kelly, are awarded an individual Incentive Award of \$1,500.00; and

IT IS FURTHER ORDERED THAT the awarded attorneys' fees, costs and expenses and Incentive Awards are to be paid and distributed in accordance with the Settlement Agreement;

IT IS FURTHERED ORDERED THAT Class Counsel may pay from the Settlement Fund, without further approval of the Court, the reasonable costs and expenses presently and in

the future incurred by Rust Consulting, Inc, and Kinsella Media, LLC associated with the design, administration and implementation of the notice plan and claims administration;

IT IS FURTHER ORDERED THAT there being no just reason to delay, the Clerk is directed to enter this Final Approval Order and Judgment forthwith.



HON. MADELINE COX ARLEO, U.S.M.J.

P