	Case 4:07-cv-05944-JST Document 633	5 Filed 11/06/23 Page 1 of 5	
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9	UNITED STATES DISTRICT COURT		
10	NORTHERN DISTRICT OF CALIFORNIA		
11	OAKLAND DIVISION		
12	IN RE: CATHODE RAY TUBE (CRT) ANTITRUST LITIGATION	Master File No. 07-cv-5944-JST Case No. 17-cv-04067-JST	
13		MDL No. 1917	
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16	This document relates to:	[PROPOSED] ORDER GRANTING FINAL	
17 18	Luscher v. Mitsubishi Electric Corp.,	APPROVAL OF CLASS ACTION SETTLEMENT WITH DEFENDANT	
10	No. 17-cv-04067-JST	MITSUBISHI ELECTRIC CORPORATION	
20		Hon. Jon S. Tigar	
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28	[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT WITH MITSUBISHI ELECTRIC CORPORATION Master File No. 07-cv-5944-JST, Case No. 17-cv-04067-JST, MDL No. 1917		

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28 [PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION			
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SETTLEMENT WITH MITSUBISHI ELECTRIC CORPORATION Master File No. 07-cv-5944-JST, Case No. 17-cv-04067-JST, MDL No. 1917			

d. The Settlement Agreement treats class members equitably relative to each
 other. IPPs propose to use the same weighted pro-rata plan of distribution that this Court has
 approved for the prior settlements in this case. This Court thus finds IPPs' Plan of Distribution is
 fair, reasonable, and adequate.

5 5. The Plan of Distribution set forth in the Class notice is, in all respects, fair, adequate,
and reasonable. Accordingly, the Court hereby grants final approval of the Plan of Distribution.

6. The Court does hereby find, for the reasons set forth in its October 31, 2022
Preliminary Approval Order, ECF No. 6104, and for purposes of judgment on the Settlement
Agreement only, that the Settlement Class defined in that Order satisfies the requirements for class
certification under Federal Rule of Civil Procedure 23(a) and 23(b)(3).

The Court hereby confirms the appointment of Mario N. Alioto and Trump, Alioto,
 Trump & Prescott, LLP as Settlement Class Counsel pursuant to Rule 23(g), and finds that these
 Settlement Class Counsel have protected and will continue to fairly and adequately protect the
 interests of the Settlement Class.

- 15 8. The notice given to the Class of the Settlements set forth in the Settlement
 Agreement and other matters set forth therein was the best notice practicable under the
 circumstances. Said notice provided due and adequate notice of the proceedings and of the matters
 set forth therein, including the Settlement set forth in the Settlement Agreement, to all persons
 entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal
 Rules of Civil Procedure, the requirements of due process, and all applicable state laws.
- 21 9. Ali Ratzel of Jefferson City, Missouri, the class member who made a timely request
 22 to opt out of the Settlement, is excluded from the Settlement Class.
- 10. The Court hereby dismisses on the merits and with prejudice the claims asserted by
 the IPPs against Mitsubishi Electric, which were certified as a settlement class in the Court's Order
 Granting Final Approval, with IPPs and Mitsubishi Electric to bear their own costs and attorneys'
 fees except as provided for in the Settlement Agreement.
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[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT WITH MITSUBISHI ELECTRIC CORPORATION Master File No. 07-cv-5944-JST, Case No. 17-cv-04067-JST, MDL No. 1917

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- 1 11. The Mitsubishi Electric Releasees are hereby and forever released and discharged
 with respect to any and all claims or causes of action which the Releasors had or have arising out
 of or related to any of the Released Claims as defined in the Settlement Agreement.
- 12. 4 The United States District Court for the Northern District of California shall retain 5 jurisdiction, which shall be exclusive to the extent permitted by law, over the implementation, enforcement, and performance of the Settlement Agreement, and shall have exclusive jurisdiction 6 7 over any suit, action, proceeding, or dispute arising out of or relating to the Settlement Agreement 8 or the applicability of the Settlement Agreement that cannot be resolved by negotiation and 9 agreement by IPPs and Mitsubishi Electric. The Settlement Agreement shall be governed by and 10 interpreted according to the substantive laws of the State of California without regard to its choice 11 of law or conflict of laws principles.
- 12 13. Without affecting the finality of the Judgment in any way, this Court hereby retains 13 continuing jurisdiction over: (a) any distribution to Class Members pursuant to further orders of 14 this Court; (b) disposition of the Settlement Fund; (c) hearing and determining applications by IPPs 15 for attorneys' fees, costs, expenses, interest, and incentive awards; (d) the Action until the Final 16 Judgment contemplated hereby have become effective and each and every act agreed to be 17 performed by the parties all have been performed pursuant to the Settlement Agreement; (e) 18 hearing and ruling on any matters relating to the Plan of Distribution of settlement proceeds; and 19 (f) all parties to the Action and Releasors for the purpose of enforcing and administering the 20 Settlement Agreement and the mutual releases and other documents contemplated by, or executed 21 in connection with, the Settlement Agreement.
- 14. The Court determines under Rule 54(b) of the Federal Rules of Civil Procedure, that
 Final Judgment should be entered and further finds that there is no just reason for delay in the entry
 of Judgment, as Final Judgment, as to the parties to the Settlement Agreement.
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 - 3 -[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION

SETTLEMENT WITH MITSUBISHI ELECTRIC CORPORATION Master File No. 07-cv-5944-JST, Case No. 17-cv-04067-JST, MDL No. 1917

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