

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION**

<p>IN RE: YAMAHA MOTOR CORP. RHINO ATV PRODUCTS LIABILITY LITIGATION</p>	<p>Master File No. 3:09-MD-02016-JBC MDL No. 2016</p> <p>JENNIFER B. COFFMAN U.S. DISTRICT JUDGE</p>
<p>JL, a Minor, by and through his Guardian Ad Litem, DANIELLE SOSA; JH, a minor, by and through his Guardian Ad Litem, SHERI BETH HAWKINS; and AB, a Minor, by and through his Guardian Ad Litem, KIMBERLY HOPE,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>YAMAHA MOTOR MANUFACTURING CORPORATION OF AMERICA,</p> <p style="text-align: center;">Defendants.</p>	<p>Civil Action No. 3:12-CV-00583-JBC</p> <p style="text-align: center;"><u>ORDER APPROVING SETTLEMENT AND FINAL DISMISSAL OF ALL CLAIMS</u></p>

On this day, came on to be heard the above-entitled and numbered cause, wherein Kimberly Hope, as Next Friend to A.B., a minor, is the Plaintiff, and Yamaha Motor Manufacturing Corporation of America is the Defendant.

Kimberly Hope, as Next Friend to A.B., a minor, Plaintiff, appeared by affidavit.

The parties made known to the Court that any previously made jury demands are waived, and that all matters of fact and things in controversy are submitted to the Court. The named parties announced to the Court that they had agreed to settle and compromise all issues, claims and causes of action now existing or that may hereafter arise between Plaintiff and Defendant.

The total amount of the settlement is confidential, the terms of which are described in the Confidential Settlement Agreement, Release and Indemnity Agreement (the "Settlement Agreement"), a copy of which was tendered to the Court under seal but not filed.

After reviewing the pleadings filed in this case, the Court heard evidence touching upon such compromise and Settlement Agreement, with reference to the material facts regarding the incident that occurred on February 3, 2007, involving the subject Rhino (the "Incident"), and all matters pertaining to the alleged liability of Defendant and the damages to Plaintiff, as well as the capacity of the parties to prosecute this action as stated herein. Upon hearing the evidence, the Court is of the opinion that such Settlement Agreement is in the best interest of Plaintiff and the terms of the Settlement Agreement are in all respects reasonable.

Pursuant to Section I.B.8. of the MDL Common Benefit Order ("CBO"), entered in MDL 2016, on October 6, 2010, counsel for Yamaha Motor Manufacturing Corporation of America, and the Plaintiff's counsel hereby certify that a 5% assessment against the recovery in this action by Kimberly Hope, as Next Friend to A.B., a minor, has been applied to credit held by Lief Cabraser, Heimann & Bernstein, LLP with the Common Benefit Fund.

It is understood and agreed by the Plaintiff that the payment of the monies described in the Settlement Agreement are in settlement of disputed claims, and that Defendant has denied liability and continues to deny liability of whatever nature to the Plaintiff. It is further understood and agreed that Defendant by the Settlement Agreement makes no admission of liability to the Plaintiff, nor to any other person, firm, corporation or other entity who did not assert a claim or file a lawsuit against Defendant, but rather that Defendant makes this settlement solely to purchase their peace and to avoid the vexation and expense of further litigation.

Accordingly, the Court makes the following findings and Orders:

The Court finds that Plaintiff and Defendant have satisfactorily compromised and settled all of the issues involved herein.

The Court is of the opinion that the Settlement Agreement executed by the Plaintiff is fair and equitable and that the same should be, and is hereby in all things approved and the Court hereby specifically finds that the Settlement Agreement is in the best interests of the minor, A.B. The Court further finds that the Defendant has given good and valuable consideration to the Plaintiff for the settlement of this lawsuit. The Court hereby further finds that the Plaintiff's Unopposed Motion to Approve and Fund the Minor's Settlement is well taken and is hereby granted. The settlement funds shall be allocated and distributed as set forth in the Plaintiff's Motion, which states that because A.B. is under the age of 18, his net share of the settlement proceeds, after an immediate distribution to him of a portion of the settlement proceeds, will be placed in a custodial account in a federally insured institution that cannot be drawn upon except by A.B. upon reaching the age of 18 years, or with the express permission of this Court. The provisions of the Plaintiff's Motion to distribute and allocate the settlement funds is adopted and incorporated as if fully set forth herein. Upon filing of a proper Motion by the Plaintiff and for good cause shown, the Court will entertain any future requests for an early release of funds from the monies held in a custodial account solely for the benefit of A.B.

The Court approves the settlement entered into by the parties named herein and finds that the claims of Plaintiff against Defendant should be dismissed with prejudice; and that the Plaintiff's claims, asserted or which could have been asserted herein against Defendant are fully satisfied in all respects, and that no execution shall ever issue herein.

The Court finds that the terms of the Settlement Agreement provide that the taxable court costs will be paid by the party incurring same.

The Court further finds that the terms of the Settlement Agreement provide that Plaintiff will pay all fees due to Plaintiff's attorneys from the settlement amount set forth in the Settlement Agreement.

The Court further finds that Plaintiff represents that there are unresolved liens or rights of reimbursement related to the claims being settled and agree that it is Plaintiff's responsibility to pay, compromise, or otherwise satisfy any such rights out of the funds paid in connection with this settlement. Plaintiff has further agreed to indemnify completely and hold harmless the Defendant from any and all liens for medical care, health expenses, Social Security payments, disability, insurance subrogation claims, Medicare/Medicaid liens or rights of reimbursement, Worker's Compensation liens, child support liens, and any other form of lien which has arisen or may arise as a result of payments made, or to be made in the future, by or on behalf of any Plaintiff as a result of the Incident. The Defendant has specifically bargained for the assurance of the satisfaction of all related liens and rights of reimbursement for the full protection of their release, so that no lawsuit, claim or cause of action will ever be asserted against them arising out of or related to the Incident.

The Court further finds that Kimberly Hope is authorized to distribute a portion of the settlement funds to her minor child and to settle and compromise all claims on behalf of the minor, A.B. The Court further finds that no execution or other process shall ever issue against the Defendant and that the Defendant is fully and finally released.

The Court further finds that this Judgment has been fully and finally satisfied upon funding of the settlement stated above, on behalf of Defendant, and Defendant Yamaha Motor Manufacturing Corporation of America is hereby fully and finally relieved and discharged from all liability as a result of the Incident that made the basis of this lawsuit once such funding occurs.

The Court further finds that this Judgment fully and finally disposes of all parties and all claims and that this shall constitute the Court's FINAL JUDGMENT.

Signed this 13th day of November, 2012,


Jennifer B. Coffman
United States District Judge