

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

JUNIOR CERDES

CIVIL ACTION

VERSUS

NO. 06-0922

**CUMMINS DIESEL SALES
CORPORATION, ET AL**

SECTION "B"(4)

ORDER APPROVING FINAL SETTLEMENT

Considering the Court's prior Order certifying a Class for settlement purposes only in this Action, appointing Class Counsel, directing Notice, and preliminarily approving the proposed settlement as fair and reasonable, and having considered the evidence, arguments, and briefing of the Parties, and no objections having been received from any Class member, **IT IS ORDERED, ADJUDGED, AND DECREED** that:

1. Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement by and between the parties in this Action as reviewed by the Court on preliminary approval and refiled with the Court on July 17, 2009.
2. The Court has, and retains, jurisdiction over the subject matter of this proceeding.
3. Venue is proper in this judicial district.
4. The Court finds that the Settlement Agreement is the result of extensive arms-length negotiations among experienced counsel, with sufficient discovery and full knowledge of the risks and benefits inherent in this Action and its proposed settlement.
5. The Court finds that the parties entered into the Settlement Agreement in good faith, at arms length, and without fraud or collusion.
6. The Court finds that the complexity, expense and likely duration of the

litigation favors settlement.

7. The Court finds that the amount and nature of discovery was more than sufficient for Class Counsel adequately to assess strength of the claims.

8. The Court finds that the legal and factual issues, including causation and intervening cause, presented a threat to the Class' success on the merits and favors settlement over litigation.

9. The Court finds that the settlement benefits are more than adequate.

10. The Court finds that the recommendations of experienced class counsel, the absence of objectors and only three opt-outs favor the settlement.

11. The Court finds that the standards for notice were satisfied in this case.

12. The Court finds that the Parties have made an informed decision as to the fairness and adequacy of the proposed Settlement Agreement.

13. The Court finds that Notice to the Class was adequate and the best reasonably possible under the circumstances.

14. The Court further finds that, while Plaintiffs' counsel has indicated that Plaintiff does not believe that 28 U.S.C. § 1715 applies to this case, which was not removed to this Court pursuant to the provisions of the Class Action Fairness Act of 2005 of which that statute is a part, the further notice by Defendants sent by Defendants on July 20, 2009 in the form of a letter and settlement materials to the Attorney General of the United States and each state's Attorney General will be consistent with that statute and will, if that statute applies, satisfy it fully.

15. The Court finds that the proposed settlement and the Settlement Agreement are fair, adequate, and reasonable to the Class as a whole.

16. The Class as previously certified for settlement purposes shall continue as the Class and be bound by the settlement, with the exception of those Class members who timely opted out of the Class. The Class is all past and present owners of recreational and commercial Cummins 6B and 6C marine diesel engines (including the QSM-11 model) purchased in the United States on or after January 1, 1996 with Seawater Aftercoolers having no drain hole or valve at the time of original manufacture, whether the engines were operated in fresh or salt water, who originally purchased their engines from Cummins or an authorized Cummins dealer or distributor, or originally purchased their engines as factory-installed original equipment in a boat purchased directly from a manufacturer which purchased directly from Cummins or an authorized Cummins dealer or distributor. The Class does not include Defendants, Class Counsel, or Defendants' Counsel, or the employees of any of them, or this Court or any of the Judges or law clerks of this Court or any court that would have appellate jurisdiction of this case.

17. Junior Cerdes remains the Class Representative.

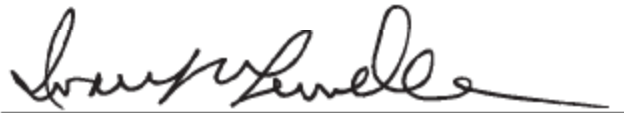
18. Robert H. Murphy and Gary J. Gambel of Murphy, Rogers, Sloss & Gambel, One Shell Square, Suite 400, 701 Poydras Street, New Orleans, Louisiana 70139, and Jennifer Willis of Willis & Buckley, 3723 Canal Street, New Orleans, Louisiana 70119 remain the Class Counsel.

19. The preliminary injunction issued by this Court to the effect that all persons who are or could be members of the settlement Class are enjoined from commencing or prosecuting any claim against Defendant Cummins, Inc., Cummins Diesel Sales Corporation, or any other Releasee under the Settlement Agreement that is a claim that could be released or barred by final approval of the proposed settlement in this action is continued and made permanent. This Order reflects final approval of the settlement as to all named and putative class plaintiffs, subject to the provisions of paragraph 20 below.

20. For the purposes of insuring compliance with 28 U.S.C. § 1715, if that statute applies to this settlement, this Order will not be final to the extent of any response to the further notice sent by Defendants to the Attorney General of the United States and each state Attorney General, and will be subject to being reopened to the extent of any such response, for 90 days from July 20, 2009, the date of that notice to insure compliance with 28 U.S.C. § 1715.

21. Unless an objection is received pursuant to paragraph 20 above within 90 days of July 20, 2009, this Order shall become final on that date and the Clerk shall enter judgment on it.

New Orleans, Louisiana, this 27th day of July, 2009.

A handwritten signature in black ink, appearing to read "Ivan L. R. Lemelle", written over a horizontal line.

IVAN L. R. LEMELLE
UNITED STATES DISTRICT JUDGE