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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

In re: Shimano Crankset Litigation

Case No.: 8:23-cv-02038-JVS(JDEx)

**ORDER GRANTING FINAL  
APPROVAL TO CLASS ACTION  
SETTLEMENT**

Judge: Hon. James V. Selna  
Date: February 2, 2026  
Time: 1:30 p.m.  
Courtroom: 10C

1 WHEREAS, on July 29, 2025, the Court entered a Preliminary Approval  
2 Order, (ECF No. 134), that preliminarily approved the Settlement Agreement in this  
3 Action and specified the manner in which notice to the Settlement Class was to be  
4 distributed by the Settlement Administrator. The Settlement Agreement, filed at  
5 ECF No. 124-3, sets forth the terms and conditions for the settlement and dismissal  
6 with prejudice of the Action;<sup>1</sup>

7 WHEREAS, following the dissemination of the notice and the posting of the  
8 notice to the settlement website, the members of the Settlement Class were given  
9 the opportunity to: (i) submit timely requests for exclusion from the Settlement  
10 Class, or (ii) object to the Settlement Agreement, including Class Counsel’s request  
11 for attorney’s fees, costs, and service awards;

12 WHEREAS, a Final Approval Hearing was held on February 2, 2026, at  
13 which time each person filing a timely objection to the Settlement and a notice of  
14 their intent to appear were given a full opportunity to state any objections to the  
15 Settlement;

16 NOW, THEREFORE, this matter having been brought before the Court on  
17 Plaintiffs’ Notice of Motion and Motion for Final Approval of Class Action  
18 Settlement (“Motion”), through their attorneys, the Court, having fully considered  
19 the terms of the Settlement Agreement and all the submissions made in connection  
20 with it, finds that the Settlement Agreement and the Settlement should be finally  
21 approved as fair, reasonable, and adequate, and the Action dismissed with prejudice  
22 as to all Settlement Class Members who have not excluded themselves from the  
23 Settlement Class, and without prejudice as to all persons who timely and validly  
24 excluded themselves from the Settlement Class.

25 The Court hereby makes the following findings of fact and conclusions of  
26 law:

27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms not defined herein have the same definitions and meanings used  
in the Settlement Agreement.

1 1. For purposes of the Settlement, this Court has subject matter jurisdiction  
2 over this matter pursuant to 28 U.S.C. § 1332(d)(2).

3 2. The Court enters this Order and Final Judgment more than ninety (90)  
4 days after Defendants provided notice of the proposed settlement to the Attorney  
5 General of the United States and the attorneys general of the States as required by  
6 28 U.S.C. § 1715(b), complying fully with 28 U.S.C. § 1715(d).

7 3. This Order and Final Judgment incorporates herein the Settlement  
8 Agreement (ECF No. 124-3) and the Preliminary Approval Order (ECF No. 134).

9 4. The Court finds that the manner of dissemination and content of the  
10 Notice as specified in detail in the Declaration of Cameron Azari, submitted with  
11 the Motion:

- 12 a. constituted the best practicable notice;
- 13 b. constituted notice that was reasonably calculated under the  
14 circumstances to apprise the Settlement Class of the pendency of the  
15 Action, of their right to object to or exclude themselves from the  
16 proposed settlement, of their right to appear at the Final Approval  
17 Hearing and of their right to seek monetary and other relief;
- 18 c. constituted reasonable, due, adequate, and sufficient notice to all  
19 persons entitled to receive notice; and
- 20 d. met all applicable requirements of Due Process and any other  
21 applicable law or requirement. Full and fair opportunity has been  
22 afforded to members of the Settlement Class to be heard at and to  
23 participate in the Final Approval Hearing.

24 5. The Court finds the Settlement set forth in the Settlement Agreement is  
25 fair, reasonable, and adequate as to each of the Parties and as it applies to the  
26 Settlement Class (defined below and in the Settlement Agreement), and in  
27 compliance with all requirements of due process and applicable law, as to and in the  
28 best interests of each of the Parties and members of the Settlement Class, and

1 directs implementation of all of its terms and provisions, and any timely and valid  
2 objections thereto are hereby overruled.

3         6. With respect to the Settlement Class, the Court reaffirms its prior  
4 ruling that the certification of the Class for settlement purposes only, and finds and  
5 concludes, that: (i) members of the Settlement Class are so numerous as to make  
6 joinder impracticable; (ii) there are questions of law and fact common to the  
7 Settlement Class, and such questions predominate over any questions affecting only  
8 individual members of the Settlement Class; (iii) the Class Representatives' claims  
9 and the defenses thereto are typical of the claims of the Settlement Class and the  
10 defenses thereto; (iv) the Class Representatives and their counsel can protect and  
11 have fairly and adequately protected the interests of the members of the Settlement  
12 Class in the Action; and (v) a class action is superior to all other available methods  
13 for fairly and efficiently resolving the Action and provides substantial benefits to  
14 the Settlement Class. The Court therefore determines that this Action satisfies the  
15 prerequisites for class certification for settlement purposes pursuant to Fed. R. Civ.  
16 P. 23.

17         7. The Court further finds that the reaction of the Settlement class to the  
18 Settlement supports final approval. The terms of this final Approval Order and the  
19 Settlement Agreement do not apply to the Opt-Outs or to Excluded Persons.<sup>2</sup>

20         8. The Court finds that the Settlement Agreement and the Settlement  
21 provided for therein and any proceedings taken pursuant thereto are not and should  
22 not in any event be offered or received as evidence of, a presumption, concession or  
23 an admission of liability, a defect, or of any misrepresentation or omission in any  
24 statement or written document approved or made by Defendants of the suitability of  
25 these or similar claims to class treatment in active litigation and trial; provided,

26 \_\_\_\_\_  
27 <sup>2</sup> Under the Settlement, the following Persons are excluded from the Settlement  
28 Class and are not Settlement Class Members: (a) any judge presiding over the  
Action, that judge's court staff, and that judge's immediate family members; and  
(b) Persons who validly exclude themselves from the Settlement Class under  
Section 9.1.

1 however, that reference may be made to the Settlement Agreement and the  
2 Settlement provided for therein in such proceedings as may be necessary to  
3 effectuate the Settlement.

4 9. The Court finds that the Parties and the Settlement Administrator have  
5 fully complied with their respective obligations as set forth in the Preliminary  
6 Approval order entered by the Court.

7 10. Based upon the foregoing findings of fact and conclusions of law,  
8 which are based upon and supported by substantial evidence submitted by the  
9 Parties hereto and members of the Settlement Class, all of which the Court has  
10 considered and is in the record before the Court, **IT IS HEREBY ORDERED** as  
11 follows:

12 **Final Certification of the Settlement Class**

13 11. Before certifying a class, courts must determine whether the Rule 23  
14 requirements are met. Courts consider the factors set forth in Rule 23(a): (1)  
15 numerosity; (2) commonality of questions of law or fact; (3) typicality of the named  
16 plaintiff's claims and defenses; and (4) the adequacy of the named plaintiff. Fed. R.  
17 Civ. P. 23(a). The party seeking class certification must also satisfy one of the  
18 categories set forth in Rule 23(b).

19 12. Since this Court granted preliminary approval and tentatively  
20 concluded that it will be able to certify the proposed class by final approval, there  
21 have been no material changes relevant to the application of Rule 23's factors.  
22 Accordingly, the Court finds the requirements of Rule 23(a) and Rule 23(b)(3) of  
23 the Federal Rules of Civil Procedure and other laws and rules applicable to final  
24 settlement approval of class actions have been satisfied. Therefore, the Court finds  
25 hereby certifies the Settlement Class set forth in the Settlement Agreement:

26 [A]ll Persons (except Excluded Persons<sup>3</sup>) who purchased, received,  
27 were given, and/or owned a Designated Crankset in the United States,  
28 other than solely for resale purposes. This includes, without limitation,

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<sup>3</sup> See *supra* ¶ 7, n.2

1 Persons who purchased, received, were given, or owned a Designated  
2 Crankset as a standalone product and Persons who purchased, received,  
were given, or owned a bicycle equipped with a Designated Crankset.

3 13. Specifically, the Court finds, for settlement purposes, that the  
4 Settlement satisfies the following factors of Rule 23:

5 14. Numerosity: Approximately 680,000 Designated Cranksets were sold  
6 in the United States. With widespread sales across the United States, the numerosity  
7 requirement is satisfied.

8 15. Commonality: The Court finds that this case presents several common  
9 questions, including whether the Designated Cranksets suffer from a material  
10 defect; whether Defendants knew of the defect and failed to disclose it; and whether  
11 this conduct violated state consumer protection and warranty laws. These questions  
12 turn on uniform conduct by Defendants and can be answered on a classwide basis,  
13 and therefore Rule 23(a)(2)'s commonality requirement is satisfied.

14 16. Typicality: Typicality is satisfied here because Plaintiffs each  
15 purchased a Designated Crankset or a bicycle equipped with a Designated Crankset  
16 and allege that Defendants fraudulently misrepresented, omitted, and/or concealed  
17 material facts about the reliability and safety of the Designated Crankset.

18 17. Adequacy: Rule 23(a)(4) requires that the "representative parties will  
19 fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4).  
20 The Court finds that Plaintiffs have no interests that are antagonistic to those of  
21 other Settlement Class Members, that they remained engaged throughout the  
22 litigation, and have engaged counsel who have consistently devoted the necessary  
23 resources to vigorously and competently represent the interests of the Settlement  
24 Class, satisfying Rule 23(a)(4)'s adequacy requirement.

25 18. Predominance and Superiority: Certification under Rule 23(b)(3)  
26 requires that (i) "questions of law or fact common to class members predominate  
27 over any questions affecting only individual members"; and (ii) a class action is  
28 "superior to other available methods for fairly and efficiently adjudicating the

1 controversy.” Fed. R. Civ. P. 23(b)(3). Here, Plaintiffs allege that the cranksets  
2 suffer from material defects and that Defendants misrepresented, concealed, or  
3 failed to disclose material facts about the reliability of the Designated Cranksets.  
4 These allegations raise common questions, such as what Defendants knew and  
5 when, and whether their representations and omissions about the reliability of the  
6 Designated Cranksets or bicycles equipped with them misled reasonable  
7 consumers, and do not require individualized determinations. Accordingly,  
8 predominance is satisfied. The Court further finds that the class action mechanism  
9 provides a superior procedural vehicle for resolution of the claims of Plaintiffs and  
10 Settlement Class Members compared to other alternatives. Thus, the superiority  
11 requirement is satisfied.

12 19. Finally, the Court reaffirms its appointment of Plaintiffs Steven  
13 Adelman, Jose Delgado, Jose Erazo, Dave Gonyer, Jarett Hawkins, Christopher  
14 Jennings, Moussa Kouyate, Marcus Lewis, Kevin Litam, Maurice Scorsolini,  
15 Dimitri Semizarov, and Mike Tirado as Class Representatives for settlement  
16 purposes.

### 17 **Final Approval of the Settlement**

18 20. Under Fed. R. Civ. P. 23(e)(2), courts may approve a class settlement  
19 “only on finding that it is fair, reasonable, and adequate.” In assessing whether the  
20 proposed settlement is fair, reasonable, and adequate, courts consider Rule  
21 23(e)(2)’s requirements, including whether: “(A) the class representatives and class  
22 counsel have adequately represented the class; (B) the proposal was negotiated at  
23 arm’s length; (C) the relief provided for the class is adequate..., and (D) the  
24 proposal treats class members equitably relative to each other.” *Id.*

25 21. The Settlement is the result of extensive, good-faith, arm’s length  
26 negotiations that took place between the parties by counsel who are experienced in  
27 similar litigation under the guidance of an experienced mediator, the Honorable  
28 Margaret M. Morrow (Ret.), and which followed meaningful investigation, motion

1 practice, and discovery that was sufficient to enable counsel and the Court to make  
2 informed decisions.

3 22. The Settlement provides several benefits to the Settlement Class: It  
4 requires Shimano to significantly enhance its administration of the recall of the  
5 Designated Cranksets. Shimano provided Recall Retailers with magnifying devices  
6 equipped with enhanced lighting for use during inspections. Recall Retailers must  
7 also use the Approved Enhanced Manual, which was developed over several  
8 months in consultation with experts who reviewed Defendants' documents and  
9 analyzed the root causes of bonding separation and breakage. Shimano has also  
10 made available a Retail Assistance Agent to support Recall Retailers with questions  
11 about how to conduct Inspections. § 4.1.3. To ensure compliance, the Settlement  
12 requires Shimano to notify every Recall Retailer of the enhanced inspection  
13 procedures and to affirm that each retailer: (1) has reviewed and understands the  
14 training materials; (2) will use the magnifying device provided during all  
15 inspections; and (3) will contact the Retail Assistance Agent with any questions  
16 regarding inspection protocols. § 4.1.4.

17 23. If a Designed Crankset shows signs of bonding separation or  
18 delamination during the inspection, Shimano will provide a free replacement  
19 crankset, which will be professionally installed by a Recall Retailer at no cost to the  
20 consumer. ECF No. 124-2 ¶ 12. The Settlement buttresses this procedure by  
21 extending its Express Warranty's coverage of bonding separation and delamination  
22 by two years from the date of Preliminary Approval, providing additional  
23 protection for consumers who own Defective Cranksets. § 4.2.

24 24. Finally, the Settlement provides reimbursement for documented out-  
25 of-pocket costs for Class Members who replaced Defective Cranksets that  
26 separated, delaminated, or showed signs of doing so before Shimano announced the  
27 recall but when their Express Warranty had expired. Defendants will reimburse  
28 documented, reasonable out-of-pocket costs associated with those replacements. *Id.*


1 § 4.3.

2 25. In preliminarily approving the Settlement, the Court, after review and  
3 application of the relevant Rule 23(e)(2) factors, concluded that the Settlement was  
4 fair and adequate. ECF 134, at 13. The Court adheres to its analysis and finally  
5 approves the Settlement.

6 26. Without affecting in any way the finality of the judgment entered  
7 under this Final Approval Order, this Court reserves continuing and exclusive  
8 jurisdiction over the Parties, including the Settlement Class, and the execution,  
9 consummation administration and enforcement of the terms of the Settlement  
10 Agreement.

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12 **IT IS SO ORDERED.**

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14 DATED: February 03, 2026

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18 Hon. James V. Selva

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