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12 Shawna Wylie, Timothy Ryan, and Gregory Perger

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15
16 NICHOLAS WYLIE, SHAWNA
WYLIE (fka BROWN), TIMOTHY
17 RYAN, and GREGORY PERGER,
individually, and on behalf of a class of
18 similarly situated individuals,

19 Plaintiffs,

20 v.

21 HYUNDAI MOTOR AMERICA, a
California corporation,

22 Defendant.
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Case No.: 8:16-cv-02102-DOC-JCG

Hon. David O. Carter

**ORDER GRANTING MOTION
FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 2, 2020

Time: 8:30 a.m.

Place: Courtroom 9D

1 Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion for
2 Attorneys’ Fees, Costs, and Class Representative Incentive Awards came before the
3 Court for hearing on March 2, 2020, pursuant to the Court’s Order Granting Motion for
4 Preliminary Approval of Class Action Settlement dated August 26, 2019 (“Preliminary
5 Approval Order”) (Dkt. No. 46.) Having considered the parties’ Settlement Agreement,
6 and all papers filed and proceedings had herein,

7 **IT IS HEREBY ORDERED:**

- 8 1. This Court has subject matter jurisdiction over this action.
- 9 2. Capitalized terms not otherwise defined herein shall have the same
10 meaning as set forth in the parties’ Settlement Agreement.
- 11 3. The Court finds, following a rigorous analysis and for purposes of
12 settlement only, that the following settlement Class satisfies the requirements of Federal
13 Rule of Civil Procedure 23:

14 All persons and entities who bought or leased a Class Vehicle in the
15 United States, excluding its territories, as of the date of Preliminary
16 Approval, and all persons who bought or leased a Class Vehicle while on
17 active military duty in the Armed Forces of the United States as of the
18 date of Preliminary Approval. Excluded from this definition are HMA’s
19 affiliates, parent, or subsidiary of HMA or HMC; any entity in which
20 HMA or HMC has a controlling interest; any employee, officer, or
21 director of HMA or HMC; any successor or assign of HMA or HMC;
22 attorneys, agents, insurers, third-party providers of extended
23 warranty/service contracts, dealers, the attorneys representing HMA in
24 this case, the Judges and Mediators to whom this case is or was assigned
25 and their immediate family members, all persons who request exclusion
26 from (opting-out of) the Settlement, vehicles deemed a total loss, anyone
27 claiming personal injury, and all persons who previously released any
28 claims encompassed in this Settlement. Except as to the named plaintiffs
in this Agreement, the class definition expressly excludes all owners or
lessees of Class Vehicles who have filed and served litigation against
HMA alleging problems with the DCT in Class Vehicles that were
pending as of the Notice Date and who do not dismiss their actions before
final judgment. Owners or lessees of Class Vehicles who timely dismiss
such litigation shall be members of the Class for all purposes.

- 25 4. The Court finds for settlement purposes that: (a) the Class certified herein
26 consists of over a hundred thousand persons, and joinder of all such persons would be
27 impracticable, (b) there are questions of law and fact that are common to the Class, and
28 those questions of law and fact common to the Class predominate over any questions

1 affecting any individual Class Member; (c) the claims of the Plaintiffs are typical of the
2 claims of the Class they seek to represent for purposes of settlement; (d) a class action on
3 behalf of the Class is superior to other available means of adjudicating this dispute; and
4 (e) Plaintiffs and Class Counsel are adequate representatives of the Class. The Court also
5 concludes that, because the action is being settled rather than litigated, the Court need not
6 consider manageability issues that might be presented by the trial of a nationwide class
7 action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S.
8 591, 620 (1997).

9 5. The Court finds that notice has been disseminated to the Class in
10 compliance with the Court’s Preliminary Approval Order and that the notice given was
11 the best notice practicable under the circumstances, fully satisfied due process, and met
12 the requirements of Rule 23 of the Federal Rules of Civil Procedure.

13 6. The Court has reviewed each of the objections to the settlement, concludes
14 that none of the objections warrant disapproval of the parties’ settlement, and thus
15 overrules the objections. More specifically:

16 a. The Court overrules the objections that the settlement should
17 include compensation in higher dollar amounts than those that were
18 negotiated, or that certain individuals should receive higher dollar
19 amounts because of their unique circumstances. The amounts
20 provided by the settlement constitute fair, reasonable, and adequate
21 relief in exchange for the release of Class Members’ claims. The
22 fact that some Class Members would like to receive more does not
23 trump the benefits provided;

24 b. The Court overrules the objections that the settlement should have
25 extended the warranty on Class Vehicles. The criticism that the
26 warranty could hypothetically be extended does not justify denying
27 settlement approval;

28 c. The Court overrules the objections that Hyundai should recall the

1 Class Vehicles. Although those remedies could arguably provide
2 benefits beyond those negotiated, the settlement nevertheless
3 constitutes a fair compromise of Plaintiffs’ and Class Members’
4 claims; and

5 d. The Court overrules the objections re the restrictions for submitting
6 claims; it was a reasonable decision by the parties to negotiate a
7 such restrictions while at the same time requiring only minimal
8 proof from claimants.

9 7. The Court finds that the proposed settlement is fair, reasonable, and
10 adequate under Rule 23(e)(2), is in the best interests of the class, and should be and
11 hereby is fully and finally approved. *See Fed. R. Civ. P. 23(e)(1)(B)(i)*. The Settlement
12 Agreement: (a) results from efforts by Class Representatives and Class Counsel who
13 adequately represented the class; (b) was negotiated at arm’s length with the assistance
14 of distinguished mediators and jurists, the Hon. Russell Bostrom (Ret.) and the Hon.
15 Howard B. Wiener (Ret.); (c) provides relief for the class that is fair, reasonable, and
16 adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the
17 effective proposed method of distributing relief to the class, including the method of
18 processing class member claims; (iii) the terms of the proposed award of attorney’s fees,
19 including timing of payment; and (d) the settlement treats Class Members equitably
20 relative to each other.

21 8. The Court finds that the settlement is non-collusive, a product of arms’-
22 length negotiations between counsel for Plaintiff and Defendant presided by over by
23 experienced third-party neutrals. In reaching this finding of non-collusiveness, the Court
24 considered “subtle signs” of collusion identified by *In re Bluetooth Headset Prod. Liab.*
25 *Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). The Court finds that, despite a “clear-sailing”
26 provision, which is common in class action settlements, the settlement benefits are not
27 dwarfed by the attorney’s fees and that the Settlement funds do not revert, supporting a
28 finding of non-collusiveness.

1 9. The Release set forth in the Settlement Agreement is incorporated herein
2 and, as of the Effective Date and by operation of this Order, is binding and effective on
3 all Class Members who have not properly excluded themselves from the Class. The
4 Settlement Agreement, including the full Release that is incorporated herein, can be
5 found on the Court’s publicly available docket at Dkt. No. 39-1.

6 10. Below is a list setting forth the name of each person who properly
7 excluded themselves from the Class in compliance with the procedures set forth in the
8 Preliminary Approval Order. The persons identified below shall be neither entitled to the
9 benefits from the Settlement nor bound by this Final Order:

- 10 1 Gavin Abo
- 11 2 Sasan Afrouznia
- 12 3 Hooman Amiri
- 13 4 Ahmad Amirshaghghi
- 14 5 Joseph Artiglio
- 15 6 Patricia Artiglio
- 16 7 Megan Atwood
- 17 8 Jane Baez
- 18 9 Mark Bailey
- 19 10 Tamara Bailey
- 20 11 Jeffrey Baning
- 21 12 Nancy Baning
- 22 13 Shelley Baumgardt
- 23 14 Lina Nery Bazan
- 24 15 Eric Blackburn
- 25 16 Sondra Bonham
- 26 17 James Bradford
- 27 18 Mary Bradford
- 28 19 George Bullerwell
- 20 Sandra Byers
- 21 Steven E. Canada
- 22 Fernando Cervantes
- 23 Sharon M. Cohen
- 24 Neal Collett
- 25 Christopher Componovo
- 26 Leigh-Ann Constable
- 27 Tamme L. Cooper
- 28 Lisa D. Davis

- 1 29 Kay Defa
- 2 30 Amanda Edwards
- 3 31 Dawn R. Edwards
- 4 32 Mariah Arietta Elkaradawi
- 5 33 Sherif Arietta Elkaradawi
- 6 34 Vanesa Francis
- 7 35 Alyce J. Fritch
- 8 36 Annalisia Gallardo
- 9 37 Roger Torres Gallardo
- 10 38 Jesus Garcia
- 11 39 Austin Gardner
- 12 40 David C. Gerhart
- 13 41 Bert Antonio Gonzales
- 14 42 Connie V. Gordon
- 15 43 Everett Carl Grinsted
- 16 44 John Alan Grubb
- 17 45 Laura Hartson
- 18 46 Jacqualine Sue Heggie
- 19 47 Wayne J. Hembach
- 20 48 Barbara Hollister
- 21 49 David Hollister
- 22 50 Harsha Hunagund
- 23 51 Herman M. Johnson
- 24 52 Igal Kahenassa
- 25 53 Subhash Kapoor
- 26 54 Arlet Khodadadi
- 27 55 Janet W. Kiel
- 28 56 Kayla Kohutko
- 57 Myo S. Kruckel
- 58 Sonia Lajas
- 59 Brad Langdale
- 60 Alan R. Lemay
- 61 Steven Mark Linden
- 62 Anja D. Lindner
- 63 Stephanie Nicole Lucas
- 64 Kathleen Luleff
- 65 Lisa Lundborg
- 66 Linda K. Lynch
- 67 Alexis Mack
- 68 Eshwar Maddishetty
- 69 Dennis Madrzykowski

- 1 70 Nicholas Maevsky
- 2 71 Mahin Makhfi
- 3 72 Tammi Mantz
- 4 73 Ramon Martinez
- 5 74 Michael McMorrow
- 6 75 Nicholas Aaron McNeil
- 7 76 Mildred A. Mentzer
- 8 77 Rudy Merom
- 9 78 Richard J. Mulcahy
- 10 79 Roosevelt Munson, Jr.
- 11 80 Shawna Munson
- 12 81 Militza Nater
- 13 82 Shamarie Negron
- 14 83 Pedro Santiago Nerio
- 15 84 Vincent Neumeier
- 16 85 Pui Yuen Ng
- 17 86 Blake James Nolan
- 18 87 Neda Nourani
- 19 88 Stephanie O'Reilly
- 20 89 Sandra Osen
- 21 90 Joshua Mason Pack Sr.
- 22 91 Bruce R. Pancoast
- 23 92 Sergio Parreira
- 24 93 Jennifer Pascavage
- 25 94 Cynthia Patton
- 26 95 John Paul
- 27 96 Alyson Peluso
- 28 97 Anjelica Perez
- 98 Katherine Willhite Perez
- 99 Lissan Willhite Perez
- 100 Courtney Manari Phillippy
- 101 Henry Pietrkowski
- 102 Gustave Poulin
- 103 Julie Pound
- 104 Alicia Ramirez
- 105 Robert Rashkow
- 106 Randall A. Raszler
- 107 Rima Rayshouny
- 108 David Antonio Reyes
- 109 Maria Rodriguez
- 110 John Rotoloni

- 1 111 Mary Rutherford
- 2 112 Cecilia Sanchez
- 3 113 Ramiro Sanchez
- 4 114 Shahradsayari
- 5 115 Kevin Seiwel
- 6 116 Veronica Sencion
- 7 117 Michael J. Serino
- 8 118 Tonya J. Shannon
- 9 119 Tristan Shannon
- 10 120 Susan Simpson
- 11 121 Patricia Sims
- 12 122 Alex Sin
- 13 123 Hannah Sober
- 14 124 Megan Lea Somers
- 15 125 Alma Rosa Soto
- 16 126 Samantha Spadea
- 17 127 Lauren Spencer
- 18 128 Emily Rebecca Steiner
- 19 129 Joseph J. Stuparich
- 20 130 Gerald C. Taylor III
- 21 131 Patti Louise Thibado
- 22 132 Deana Thompson
- 23 133 Sharon L. Timm
- 24 134 Harold N. Toppall
- 25 135 George S. Tunder
- 26 136 Bradley P. Updegrove
- 27 137 Debbie Vick
- 28 138 Tracey Ann Vonella
- 139 Henry J. Wallock
- 140 Mohamed Ismail Wazeer
- 141 Amy Webb
- 142 Ruth Marjorie Wertenberg
- 143 Jeffrey Wheelbarger
- 144 Lisa Wheelbarger
- 145 Gerald White
- 146 Montaigne M. White
- 147 Ellen Worob
- 148 Alyse Wright
- 149 Geoff Wright
- 150 Stacy Marie Wright
- 151 Caitlyn S. Young

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152 Maksim Aleksandrovich Zabelin

11. Without affecting the finality of this Final Approval Order and the Final Judgment in any way, this Court hereby retains continuing jurisdiction over (a) implementation of the settlement; (b) further proceedings, if necessary, on applications for attorneys’ fees, expenses, and costs in connection with the action and the settlement; and (c) the Parties and the Class Members for the purpose of construing, enforcing, and administering the Settlement Agreement and all orders and judgments entered in connection therewith.

12. The Court finds that no just reason exists for delay in entering the Final Judgment. Accordingly, the Clerk is hereby directed to enter Final Judgment.

IT IS SO ORDERED.

Dated: March 2, 2020

David O. Carter

Hon. David O. Carter
United States District Judge