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13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA

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

**[PROPOSED] 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 Bailev
- 19                           10 Tamara Bailev
- 20                           11 Jeffrev Baning
- 21                           12 Nancy Baning
- 22                           13 Shellev Baumgardt
- 23                           14 Lina Nerv Bazan
- 24                           15 Eric Blackburn
- 25                           16 Sondra Bonham
- 26                           17 James Bradford
- 27                           18 Marv Bradford
- 28                           19 George Bullerwell
- 20 Sandra Bvers
- 21 Steven E. Canada
- 22 Sharon M. Cohen
- 23 Neal Collett
- 24 Christopher Componovo
- 25 Leigh-Ann Constable
- 26 Tamme L. Cooper
- 27 Lisa D. Davis
- 28 Kav Defa
- 29 Amanda Edwards
- 30 Dawn R. Edwards

- 1 31 Mariah Arietta Elkaradawi
- 2 32 Sherif Arietta Elkaradawi
- 3 33 Vanesa Francis
- 4 34 Alvce J. Fritch
- 5 35 Annalisa Gallardo
- 6 36 Roger Torres Gallardo
- 7 37 Jesus Garcia
- 8 38 Austin Gardner
- 9 39 David C. Gerhart
- 10 40 Bert Antonio Gonzales
- 11 41 Connie V. Gordon
- 12 42 Everett Carl Grinsted
- 13 43 John Alan Grubb
- 14 44 Laura Hartson
- 15 45 Jacqualine Sue Heggie
- 16 46 Wavne J. Hembach
- 17 47 Barbara Hollister
- 18 48 David Hollister
- 19 49 Harsha Hunagund
- 20 50 Herman M. Johnson
- 21 51 Izal Kahenassa
- 22 52 Subhash Kapoor
- 23 53 Arlet Khodadadi
- 24 54 Janet W. Kiel
- 25 55 Kavla Kohutko
- 26 56 Mvo S. Kruckel
- 27 57 Sonia Laias
- 28 58 Brad Langdale
- 59 Alan R. Lemav
- 60 Steven Mark Linden
- 61 Ania D. Lindner
- 62 Stephanie Nicole Lucas
- 63 Kathleen Luleff
- 64 Lisa Lundborg
- 65 Linda K. Lvnch
- 66 Alexis Mack
- 67 Eshwar Maddishetty
- 68 Dennis Madrzvkowski
- 69 Nicholas Maevskv
- 70 Mahin Makhfi
- 71 Tammi Mantz
- 72 Ramon Martinez
- 73 Michael McMorro
- 74 Nicholas Aaron McNeil

- 1 75 Mildred A. Mentzer
- 2 76 Rudv Merom
- 3 77 Richard J. Mulcahv
- 4 78 Roosevelt Munson. Jr.
- 5 79 Shawna Munson
- 6 80 Militza Nater
- 7 81 Shamarie Negron
- 8 82 Pedro Santiago Nerio
- 9 83 Vincent Neumeier
- 10 84 Pui Yuen Ng
- 11 85 Blake James Nolan
- 12 86 Neda Nourani
- 13 87 Stephanie O'Reilly
- 14 88 Sandra Osen
- 15 89 Joshua Mason Pack Sr.
- 16 90 Bruce R. Pancoast
- 17 91 Sergio Parreira
- 18 92 Jennifer Pascavage
- 19 93 Cvnthia Patton
- 20 94 John Paul
- 21 95 Alvson Peluso
- 22 96 Anielica Perez
- 23 97 Katherine Willhite Perez
- 24 98 Lissan Willhite Perez
- 25 99 Courtney Manari Phillipov
- 26 100 Henry Pietrkowski
- 27 101 Gustave Poulin
- 28 102 Julie Pound
- 103 Alicia Ramirez
- 104 Robert Rashkow
- 105 Randall A. Raszler
- 106 Rima Ravshounv
- 107 Maria Rodriguez
- 108 John Rotoloni
- 109 Marv Rutherford
- 110 Cecilia Sanchez
- 111 Ramiro Sanchez
- 112 Shahradsavari
- 113 Kevin Seiwel
- 114 Veronica Sencion
- 115 Michael J. Serino
- 116 Tonva J. Shannon
- 117 Tristan Shannon
- 118 Susan Simpson

- 1 119 Patricia Sims
- 2 120 Alex Sin
- 3 121 Hannah Sober
- 4 122 Megan Lea Somers
- 5 123 Alma Rosa Soto
- 6 124 Samantha Spadea
- 7 125 Lauren Spencer
- 8 126 Emilv Rebecca Steiner
- 9 127 Joseph J. Stuparich
- 10 128 Gerald C. Taylor III
- 11 129 Patti Louise Thibado
- 12 130 Deana Thompson
- 13 131 Sharon L. Timm
- 14 132 Harold N. Topball
- 15 133 George S. Tunder
- 16 134 Bradley P. Updegrove
- 17 135 Debbie Vick
- 18 136 Tracev Ann Vonella
- 19 137 Henry J. Wallock
- 20 138 Mohamed Ismail Wazeer
- 21 139 Amy Webb
- 22 140 Ruth Mariorie Wertenberg
- 23 141 Jeffrev Wheelbarger
- 24 142 Lisa Wheelbarger
- 25 143 Gerald White
- 26 144 Montaigne M. White
- 27 145 Ellen Worob
- 28 146 Alvse Wright
- 147 Geoff Wright
- 148 Stacy Marie Wright
- 149 Caitlyn S. Young
- 150 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.



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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: \_\_\_\_\_

\_\_\_\_\_  
Hon. David O. Carter  
United States District Judge