UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JULIE KIMBALL, on behalf of herself and all others similarly situated, Plaintiff, v. VOLKSWAGEN GROUP OF AMERICA, INC., *et al.*, Defendants.	2:22-cv-04163-JXN-MAH Civil Action

DEFENDANT'S MEMORANDUM OF LAW IN RESPONSE TO OBJECTIONS TO THE PROPOSED CLASS SETTLEMENT AND CERTAIN REQUESTS FOR EXCLUSION, AND IN SUPPORT OF FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Pursuant to this Court's Preliminary Approval Order (ECF 106), Defendant Volkswagen Group of America, Inc. ("VWGoA") respectfully submits this Memorandum of Law in response to the few objections to the proposed Class Settlement, certain requests for exclusion, and in support of final approval of the Settlement.

Significantly, of the 3,929,515 Settlement Class Members, only 15 have filed purported objections to the proposed Settlement (0.00038% of the class).[1] As discussed *infra*, (i) 4 of those purported objections have been withdrawn subject to the Court's approval, (ii) 12 of the purported objections are invalid for failing to comply with the Court-Ordered requirements, and (iii) all of them lack substantive merit.

In addition, only 237 Settlement Class Members (0.006%) have submitted requests for exclusion, 119 of which are untimely and/or otherwise fail to meet the requirements for a valid exclusion that were mandated in the Preliminary Approval Order and recited in the Class Notice.

The microscopic number of objections and requests for exclusion demonstrates unequivocally that the Settlement Class favors this preliminarily

[1] Of those 15, there have been 11 objections filed on the docket, and 4 purported objections were received by mail to the Claim Administrator and/or counsel, but were not filed with the Court, as required.

approved Class Settlement. As shown below, the Settlement clearly meets the standards for final approval; it is fair, reasonable, and adequate, and in all respects satisfies Fed. R. Civ. P. 23 ("Rule 23"). The small handful of purported objections do not, in number or in substance, provide any legitimate basis for not granting final approval of this excellent Class Settlement.

In this Circuit, the evaluation of a proposed Class Settlement is governed by well-settled principles. First, courts recognize that "[s]ettlements…reflect[] negotiated compromises. The role of a district court is not to determine whether the settlement is the fairest possible resolution [but only whether] the compromises reflected in the settlement…are fair, reasonable and adequate when considered from the perspective of the class as a whole." *In re Baby Products Antitrust Litig.*, 708 F.3d 163, 173-74 (3d Cir. 2013) (citation omitted); *see also Skeen v. BMW of North America, LLC*, 2016 WL 4033969, at *7 (D.N.J. July 26, 2016). As the Third Circuit has reaffirmed, "an evaluating court must…guard against demanding too large a settlement since, after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution." *In re New Jersey Tax Sales Certificates Antitrust Litig.*, 2018 WL 4232057, at *5 (3d Cir. Sept. 6, 2018) (internal quotation marks and citation omitted).

Second, there is a strong judicial policy in favor of resolution of litigation before trial, "particularly in class actions and other complex cases where substantial

judicial resources can be conserved by avoiding formal litigation." *In re GMC Pick-Up Fuel Tank Prods. Liab. Litig. ("GM Trucks")*, 55 F.3d 768 (3rd Cir. 1995). The benefits of class action settlements accrue to the parties, the class members, and our courts:

> The strong judicial policy in favor of class action settlement contemplates a circumscribed role for the district courts in settlement review and approval proceedings.…Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts [and] the parties may also gain significantly from avoiding the costs and risks of a lengthy and complex trial.

Ehrheart v. Verizon Wireless, 609 F.3d 590, 594-95 (3d Cir. 2010).

Third, there is a presumption that class settlements are fair and reasonable when, as in this action, they are the product of arm's-length negotiations of disputed claims conducted by counsel who are skilled and experienced in class action litigation. *See, e.g., In Re: General Motors Corp. Pick-Up Truck Fuel Tank Products Liability Litigation*, 55 F.3d 768, 785 (3d Cir. 1995); *Sullivan v. DB Invs.*, 667 F.3d 273, 320 (3d Cir. 2011) (*en banc*); *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) ("Class Counsel's approval of the Settlement also weighs in favor of the Settlement's fairness").

And fourth, a class action settlement should be approved if the district court finds "that it is fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The Third Circuit has identified nine factors—known as the *Girsh* factors—that bear upon this

analysis: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining a class action; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement in light of the best possible recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *GM Trucks*, 55 F.3d at 785-86 (citing *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)).

The Third Circuit has identified five additional factors (the "*Prudential*" factors) that are relevant to assessing class settlements: (1) the maturity of the underlying issues; (2) the comparison between the results for settlement class members as compared to other claimants; (3) the ability to opt out of the settlement; (4) whether attorneys' fees are reasonable; and (5) whether the claims process is fair and reasonable. *Prudential II*, 148 F.3d 283, 323 (3d Cir. 1998).

As shown below and in Class Counsel's Unopposed Motion for Final Approval (ECF 123), the proposed Class Settlement clearly meets these factors and, accordingly, should be granted final approval.

II. THIS SETTLEMENT SATISFIES ALL OF THE *GIRSH* FACTORS

Factor 1 – The Complexity and Duration of the Litigation

This factor clearly supports final approval of the Settlement. As addressed during the preliminary approval process and reiterated in Plaintiffs' Unopposed Motion for Final Approval (ECF 123), this putative class action involves very complex automotive issues relating to complex vehicle components in many putative class vehicles. The factual and legal claims are highly disputed. Plaintiff is on her third amended complaint after the prior complaints were largely dismissed based on Defendant's motions. Litigation of this action, including an anticipated additional motion to dismiss, full discovery, a class certification motion, summary judgment motions, other pre-trial proceedings, *in limine* motions, a potential trial, and potential appeals, would undoubtedly be complex, expensive, and lengthy in duration, with the result uncertain. *See Careccio v. BMW of North America LLC*, 2010 WL 1752347, *4 (D.N.J. Apr. 29, 2010); *In re Hyundai and Kia Fuel Economy Litigation*, 926 F.3d 539, 571 (9th Cir. 2019).

Factor 2 – The Reaction of the Class to the Settlement

The Settlement Class's reaction to the Settlement has been resoundingly positive and favors final approval. As discussed *supra*, of the **3,929,515** Settlement Class Members, there have only been a minuscule 15 objections (representing at most 0.00038% of the Class), 4 of which have been withdrawn, and only 237 opt-

outs (0.006% of the Class). Such an overwhelmingly positive response from the Class strongly favors final approval. *See, e.g., Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 119 (3d Cir. 1990) (objections by 29 members of a class comprised of 281 "strongly favors settlement"); *Varacallo, supra*, 226 F.R.D. at 237 (exclusions amounting to about .06% of the class, and objections amounting to about .003% of the class constituted "extremely low" numbers that "weighed in favor of approving" the proposed settlement); *In re Mercedes Benz Emissions Litigation*, 2021 WL 7833183, *10 (D.N.J. Aug. 2, 2021) (18 objections out of 438,290 members indicates that "the Class as a whole …favors approval"); *In re Lucent Techs., Inc. Sec. Litig.*, 307 F. Supp. 2d 633, 643 (D.N.J. 2004) ("Courts [have] construe[d] class member's failure to object to proposed settlement terms as evidence that the settlement is fair and reasonable."); *Weiss v. Mercedes-Benz of N. Am.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995) (100 objections out of 30,000 class members weighs in favor of final approval of the class settlement); *Myers v. Medquist, Inc.*, 2009 WL 900787, at *12 (D.N.J. Mar. 31, 2009) (noting that based on the low number of objectors and opt-outs, the court was "justified in assuming more than 98% of the Class Members" approved the settlement).

In addition, "CAFA" notice of the Settlement was timely sent to the U.S. Attorney General and the applicable State Attorneys General (Settlement Agreement § IV.A; Declaration of JND re: Notice Plan Implementation dated September 24,

2025 (ECF 108)), and none have objected to or raised any concern about this Settlement.

Factor 3 – The Stage of the Proceedings

As this Court found in its Preliminary Approval Order, "[t]he proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions, strength, weaknesses, risks and benefits to each Party, and as such, to negotiate a Settlement Agreement that is fair, reasonable and adequate and reflects those considerations." (ECF 106 at ¶8; *see also* Plaintiffs' Unopposed Motion for Final Approval (ECF 123)). Nothing has changed since the settlement was preliminarily approved that would contradict this prior finding, and, as such, this factor is satisfied.

Factors 4 and 5 – The Risks of Establishing Liability and Damages

As this Court stated in the Preliminary Approval Order, this Settlement "is appropriate when balanced against the risks and delays of further litigation" (ECF 106 at ¶8). Nothing has changed since that time to warrant a different conclusion. Indeed, this action involves highly disputed claims regarding the design, manufacture, marketing, sale, and warranting of complex vehicles and components. Defendant maintains that the subject turbochargers in the Settlement Class Vehicles were properly designed, manufactured, marketed, and distributed; are not defective;

that there was no breach of any express or implied warranty; and that no applicable statutes or legal obligations were violated.

Moreover, the overwhelming majority of Settlement Class Members have never experienced, and will likely not experience, any problem with their vehicles' turbochargers, and the performance and condition of any particular vehicle's turbocharger may be affected materially by many different factors including the quality and extent of the vehicle's maintenance, the manner in which the vehicle has been driven, roadway and environmental factors, and whether the engine has sustained any damage from an outside source. Any purported issues that a given Settlement Class Member may have experienced with a turbocharger may be attributed to poor or insufficient maintenance or any myriad of other causes unrelated to any purported alleged "defect."

In addition, Defendant has numerous significant defenses to this action which could bar completely, or at least substantially reduce, all or many Settlement Class Members' potential recoveries under the applicable laws. These defenses include statutes of limitation, lack of standing, lack of manifestation of the alleged issue, lack of privity with Defendant, absence of a duty to disclose under applicable states' laws, absence of pre-sale knowledge of any alleged defect, lack of reliance or causation, "economic loss rule" bars to recovery, other statutory and common law bars to recovery, lack of recoverable damages and/or "ascertainable loss," and many

other common law and statutory defenses applicable to particular Settlement Class Members' claims. These strong defenses are evidenced by the successful motions to dismiss that Defendant has already filed and would likely again file with respect to the Third Amended Complaint if this litigation continued. The significant risks to Plaintiffs of further litigation clearly favor final approval of the Settlement.

Factor 6 – The Risks of Maintaining a Class Action

This factor also favors final approval. From Defendant's perspective, in the absence of a class settlement there would be significant risks to Plaintiff of not obtaining class certification and/or not maintaining it through trial or appeal.

In this case, numerous individualized factual and legal issues would likely predominate and adversely affect the ability to certify a class in the litigation context. These factors include the different conditions of each Settlement Class Vehicle; the manner in which each vehicle was driven, the manner in which each vehicle was maintained; accidents, events, damage to the vehicle, and environmental factors which can affect each vehicle's condition and performance; individual facts and circumstances of each Settlement Class Member's purchase or leasing of, and decision-making concerning, his/her vehicle; what, if anything, each Settlement Class Member may have seen, heard or relied upon prior to purchase or lease; whether the Settlement Class Vehicle was used when obtained by any Settlement Class Member and if so, its prior use and maintenance; whether and to what extent

any Settlement Class Member ever experienced any turbocharger issue with his/her vehicle and if so, the circumstances and root causes; whether, when and under what circumstances a Settlement Class Member ever presented any alleged turbocharger problem to an Audi or Volkswagen dealership for repair within the vehicle's warranty period; whether or to what extent any Settlement Class Member can establish any entitlement to damages or other relief; and myriad other issues individual to each Settlement Class Member.

In addition, material differences among the laws of the various 50 states could preclude certification of a "nationwide" class in a litigation context.

In contrast, these issues do not preclude class certification for settlement purposes, since the Court will not be faced with the significant manageability problems of a trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Sullivan*, 667 F.3d at 302-03 ("the concern for manageability that is a central tenet in the certification of a litigation class is removed from the equation" in the case of a settlement class); *In re Merck & Co., Inc. Vytorin Erisa Litigation*, 2010 WL 547613, *5 (D.N.J. Feb. 9, 2010) (citing *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 519 (3d Cir. 2004)) (manageability concerns that arise in litigation classes are not present in settlement classes); *O'Brien v. Brain Research Labs, LLC*, 2012 WL 3242365, at *9 (D.N.J. Aug. 9, 2012) ("because certification is sought for purposes of settlement and is not contested, the concerns about divergent proofs at

trial that underlie the predominance requirement are not present here"); *Beneli v. BCA Financial Services, Inc.*, 324 F.R.D. 89, 96 (D.N.J. 2018) (same).

Thus, this Settlement provides very significant benefits which would likely not be available to the Settlement Class outside the context of a class settlement.

Factor 7 – Defendant's Ability to Withstand a Greater Judgment

Courts routinely find that the seventh factor is only relevant when the Parties use the defendant's inability to pay to justify a reduced settlement. *In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 440 (3d Cir. 2016). That did not occur here, so this factor is neutral.

Factors 8 and 9 – The Range of Reasonableness of the Settlement in Light of the Best Recovery and Risks of Litigation

This Settlement provides very significant benefits to the Settlement Class consisting of (1) reimbursement of up to 50% of past paid expenses for a turbocharger repair or replacement performed and paid for prior to the Class Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, and (2) a Warranty Extension for Generation 3 Settlement Class Vehicles to cover 50% of the cost of turbocharger repair or replacement for up to 8.5 years or 85,000 miles (whichever occurs first) from the In-Service Date, with the additional benefit of a "window" of 60-days from the Notice Date (subject to the mileage limitation) for vehicles that are more than 8.5 years old as of the Notice Date. *See* Plaintiffs' Unopposed Motion for Final

Approval (ECF 123), and the Settlement Agreement, Exh. A to the Graifman Declaration in Support of Preliminary Approval (ECF 100-3).

This Court has preliminarily approved the Settlement as "fair, reasonable, and adequate under Rule 23" (ECF 106), and nothing has changed since that time to warrant a different conclusion. The settlement clearly meets the requirements of Rule 23, especially when considering the appreciable risks of non-certification in the litigation context, non-recovery, or at the very least, a substantially reduced and/or delayed recovery in the absence of this Settlement.

III. THE *PRUDENTIAL* FACTORS ARE ALSO SATISFIED

With respect to the first *Prudential* factor (maturity of the underlying issues), this Court has already found, as stated in the Preliminary Approval Order, that the "proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action…" (ECF 106 at ¶8). As to the second factor (comparison between the results for settlement class members as compared to other claimants), the Settlement affords significant benefits which, from our perspective, and given the significant defenses and impediments to recovery and class certification in this case, are significantly more than a Settlement Class Member would likely receive outside of this Settlement. Regarding the third factor (the ability to opt out of the settlement), the Class Members were afforded an ample and reasonable amount of time for opting

out of the Settlement, if they so wished, and were provided clear and easy directions in the Class Notice for doing so.

Regarding the fourth factor (whether attorneys' fees are reasonable), the Parties did not begin to discuss the issue of reasonable Class Counsel fees and expenses until agreement was reached on the material terms of this Settlement, and the agreement is subject to this Court's approval.

Finally, with respect to the fifth factor (whether the claims process is fair and reasonable), the claims procedures and process are fair, reasonable, easy to follow, and consistent with other automotive class settlements approved in this District. The claims submission deadline, procedure, and what is needed to submit a claim are clearly spelled out in the Class Notice and Claim Form, which this Court approved (ECF 106 at ¶10), and contained on the Settlement Website. The claims process will be administered by a very experienced and well-known third-party claim administration company, JND Legal Administration, which this Court also preliminarily approved.

Accordingly, the *Prudential* factors are clearly met here.

IV. THE FEW OBJECTIONS TO THE SETTLEMENT SHOULD BE OVERRULED

In view of the substantial benefits afforded to the Settlement Class, it is not surprising that only a miniscule 15 of the 3,929,515 Settlement Class Members have submitted objections. While this itself demonstrates the Class Members'

overwhelming support for this Settlement, (i) 4 of the purported objections have been withdrawn, subject to this Court's approval (Section IV(A), *infra*), (ii) 12 of the purported objections are invalid for failing to comply with the basic requirements for a valid objection set forth in the Preliminary Approval Order and recited in the Class Notice (Section IV(B), *infra*), and (iii) all of the purported objections lack substantive merit (Section IV(C), *infra*). The objections should be overruled, and the Court should grant final approval of the Settlement.

For the Court's easy reference, the following chart lists each objector (including those that withdrew their objections) and the basic reasons why the objection should be overruled:

Objector	**Reasons objection should be overruled**
Oliver Larson (ECF 109)	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Gunter H. Meyer (ECF 110)	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Tracy Daniel Venters (ECF 111)	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Adam Scher (ECF 112)	- Objection withdrawn (subject to Court approval) - Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Barbara Roches (ECF 113)	- Lacks substantive merit
Alicia Bankston (ECF 114)	- Objection withdrawn (subject to Court approval)

	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Jorge Parra Osorio (ECF 115)	- Lacks substantive merit
Mary Shaheen and Matthew Glogowski (ECF 116)	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Anthony KiBom Kim (ECF 117)	- Not an objection, but merely a request for an extension of time to file an objection (with statement of anticipated issues) which this Court denied (ECF 121) - Even if it had been an objection, it fails to comply with the Court-Ordered requirements for a valid objection and lacks substantive merit
Howard Breslau (ECF 118)	- Objection withdrawn (subject to Court approval) - Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Geoffrey Donaldson (ECF 119)	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Wendong Song (ECF 122)	- Objection withdrawn (subject to Court approval) - Lacks substantive merit
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Roger Campos (Exh. A)	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Shady Ali (Exh. B)	- Objection withdrawn (subject to Court approval) - Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit
Straker Carryer (Exh. C)	- Fails to comply with the Court-Ordered requirements for a valid objection - Lacks substantive merit

The specific reasons why each objection should be overruled are discussed more fully in Sections IV (A- C) below.

A. Request for Approval of Resolved and Withdrawn Objections

Four of the purported objections (Adam Scher (ECF 112), Alicia Bankston (ECF 114), Howard Breslau (ECF 118), and Shady Ali (Exh. B)) reflect specific individual complaints which, subject to the Court's approval, were withdrawn because VWGoA amicably resolved their issues on a goodwill customer satisfaction basis (See letters withdrawing objections, Exh. D). The Parties respectfully request that the Court approve these resolutions and withdrawal of these objections pursuant to FRCP 23(e)(5)(B).[2]

B. Most of the Purported Objections Fail to Comply with the Court-Ordered Requirements for a Valid Objection and should be Overruled

The requirements for a valid objection are clearly set forth in the Preliminary Approval Order (ECF 106 at ¶16) and the Class Notice (ECF 100, Exhs. 2 and 3). To be valid, any objection was required to include all of the following: the objector's full name and address; the model, model year and VIN of the vehicle, along with proof that the objector owned or leased the vehicle (i.e., demonstrating that he/she is even a Settlement Class Member who would have standing to object); a written statement of all grounds for the objection; copies of any documents upon which the

[2] The individual settlement agreements with these customers are available should the Court wish to review them.

objection is based; the name, address and telephone number of any counsel for the objector(s); a statement of whether the objector intends to appear at the Final Fairness Hearing; and a list of all other objections that the objector or counsel has made within the last 5 years, or a statement that the objector and/or counsel have made no objections to a class settlement within the last five years (ECF 106 at ¶16; ECF 100-3, Exh. 2 and 3).

Most of the purported objections here fail to adhere to these requirements:

(1) The purported objections of Roger Campos (Exh. A), Shady Ali (Exh. B), and Straker Carryer (Exh. C) were not filed with the Court, as required by the Preliminary Approval Order and Class Notice;

(2) In addition, the purported objections of Roger Campos (Exh. A) and Straker Carryer (Exh. C) each fail to provide (i) the model, model year and VIN of the Settlement Class Vehicle, (ii) proof of lease or ownership of a Settlement Class Vehicle, (iii) the required statement of whether he intends to appear at the Final Fairness Hearing and (iv) the required disclosure of whether he has objected to any class settlement in the past five years;

(3) Adam Scher's purported objection (ECF 112 and 114) fails to provide (i) the model and model year of the Settlement Class Vehicle, (ii) the required statement of whether he intends to appear at the Final Fairness Hearing and (iii) the required disclosure of whether he has objected to any class settlement in the past five years;

(4) Mary Shaheen and Mathew Glogowski's purported objection (ECF 116) fails to provide (i) the Settlement Class Member's telephone number, (ii) the required statement of whether they intend to appear at the Final Fairness Hearing and (iii) the required disclosure of whether they have objected to any class settlement in the past five years;

(5) Geoffrey Donaldson's purported objection (ECF 119) fails to provide (i) the Settlement Class Member's telephone number (ii) the model year of the Settlement Class Vehicle; (iii) the required statement of whether he intends to appear at the Final Fairness Hearing and (iv) the required disclosure of whether he has objected to any class settlement in the past five years; and

(6) The purported objections of Oliver Larson (ECF 109), Gunter H. Meyer (ECF 110), Tracy Daniel Venters (ECF 111), Howard Breslau (ECF 118) and Shady Ali (Exh. C) fail to provide (i) the required statement of whether they intend to appear at the Final Fairness Hearing and (ii) the required disclosure of whether they have objected to any class settlement in the past five years.

Accordingly, these purported objections should be overruled, stricken and/or dismissed for failure to comply with the requirements for a valid objection as mandated in the Preliminary Approval Order and Class Notice.

C. All of the Purported Objections Lack Substantive Merit

The objectors, consisting of only 15 of the 3,929,515 Settlement Class Members, subjectively complain that their alleged individual circumstances do not fall within the substantial and generous time and mileage limitations of the Settlement's reimbursement program and warranty extension. They essentially believe that the Settlement should have no limitations, cover the turbocharger in perpetuity, and provide anything and everything to which they might be entitled if they prevailed on every claim at trial. However, the objections lack merit because the law only requires that the Settlement, as proposed, and considered as a whole, is fair, reasonable, and adequate under the factors discussed above and the circumstances of the case including the risks of further litigation.

Class settlements are, as in this case, compromises of disputed claims, and are not required be perfect or to fit every class member's individual subjective desires, circumstances, or beliefs. "[T]he possibility 'that a settlement could have been better…does not mean the settlement presented was not fair, reasonable or adequate.'" *Gray v. BMW of North America, LLC*, 2017 WL 3638771, at *3 (D.N.J. Aug. 24, 2017) (quoting *Hanlon v. Chrysler Corp.*¸150 F.3d 1011, 1027 (9th Cir. 1998)); *see also Henderson v. Volvo Cars of North America, LLC*, 2013 WL 1192479, at *9 (D.N.J. March 22, 2013) (citing *Varacallo v. Massachusetts Mut. Life Ins. Co.*, 226 F.R.D. 207, 242 (D.N.J. 2005)) (the court's role is to determine if

"proposed relief is fair, reasonable and adequate, not whether some other relief would be more lucrative to the Class"); *Carrecio v. BMW of N. Am. LLC*, 2010 WL 1752347, at *6 (D.N.J. Apr. 29, 2010) ("the test of adequacy of settlement terms is whether they are 'fair and reasonable'… and not whether every member of the class is fully compensated"); *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012) ("As our precedents have made clear, the question whether a settlement is fundamentally fair within the meaning of Rule 23(e) is different from the question whether the settlement is perfect in the estimation of the reviewing court").

Indeed, time and mileage periods such as those provided here, and even substantially lesser periods, are common and routinely approved by courts in automotive class action settlements. The mere fact that certain objectors' individual circumstances do not fall within the settlement parameters, or that they subjectively feel that the benefits should be higher, does not warrant a denial of final approval of class settlement that is fair, reasonable, and adequate. *Oliver v. BMW of North America, LLC*, 2021 WL 870662, at *6 (D.N.J. March 8, 2021) (rejecting similar objections because, as in this case, the fact "[t]hat certain objectors would want additional miles or additional years [for a warranty extension or past reimbursement period] does not mean that the resolution reached is unreasonable; instead, it is the product of negotiation"), citing *Selfi v. Mercedes-Benz USA, LLC*, 2015 WL 12964340, at *204 (N.D. Cal. Aug. 18, 2015); *Zakskorn v. Am. Honda Motor Co.*,

Inc., 2015 WL 3622990, at *5 (E.D. Cal. June 9, 2015) (finding reimbursement limited to 3 years/36,000 miles fair, reasonable, and adequate); *Herremans v. BMW of N.A., LLC*, CV 14-2363-GW(PJWX) (C.D. Cal. November 28, 2016) (warranty extension to 7 years/84,000 miles found to be fair, reasonable, and adequate); *Keegan v. Am. Honda Motor Co*, 2014 WL 12551213, at *14 (C.D. Cal. Jan, 21, 2014) (finding that a settlement providing "a sliding reimbursement scale depending on the age of the vehicle and the miles it had been driven [is] reasonable" where the warranty period was 3 years/36,000 miles).

Furthermore, although these few objectors wish to mold the Settlement to fit their individual circumstances and subjective beliefs, the only issue is whether the Settlement, as proposed here, is fair, reasonable, and adequate. "The Court does not have the power to alter the terms of the proposed settlement." *Yaeger v. Subaru of America, Inc.*, 2016 WL 4541861, at *17 (D.N.J. Aug. 31, 2016), *citing Evans v. Jeff D.*, 475 U.S. 717, 726-27 (1986).

Finally, the objectors were afforded ample opportunity to opt-out of the Settlement if they truly believed that they had valid claims to pursue, and they chose not to. *See* Preliminary Approval Order (ECF 106 at ¶14); Class Notice (ECF 100-3); *Henderson*, 2013 WL 1192479 at *9; *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998); *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs., & Prod. Liab. Litig.*, 2013 WL12327929, at *4 (C.D. Cal. July 24, 2013).

Accordingly, all of the purported objections (including the withdrawn ones) lack merit and should be overruled. The following addresses each objection in detail:

The filing of KiBom Kim (ECF 117) is not an Objection, and Has No Merit Even if Considered as Such

Mr. Kim filed a "Notice of Intent to File Statement of Objections" along with a request for an extension of time to make his filing, which this Court properly denied (ECF 121). Thus, he has not filed an objection to this Settlement.

Mr. Kim's "Notice of Intent" does not actually object to any of the Settlement terms. Instead, it is a rambling document that consists primarily of so-called "Issues Presented"– most of which merely posit whether applicable legal standards will be applied – which he claims might be addressed in an objection that was never, in fact, filed. Some of the so-called "Issues" also posit whether the Class Notice, which this Court already approved, was sufficient, whether the parties colluded, which this Court already found *not* to have occurred, and whether a turbocharger failure might lead to some other unexplained "collateral engine damage," which has no support whatsoever.

Mr. Kim could readily have opted out of the Settlement but chose not to. His "Notice of Intent" is meaningless, and even if considered as an objection, it should be overruled because it provides no basis to deny final approval.

The Campos Objection (Exh. A) is Without Merit

In addition to meeting none of the Court-Ordered requirements for a valid objection (Section IV(B)(1) and (2)), Mr. Campos' "objection" is completely devoid of any content other than merely stating: "objection to settlement." He provides no details as to why he is objecting or to what part of the Settlement he is objecting. He chose not to opt-out of the Settlement, and to the extent this is even considered an objection, it should be overruled.

The Larson Objection (ECF 109) is Without Merit

In addition to failing to comply with the Court-Ordered requirements for a valid objection (Section IV(B)(7), *supra*), Mr. Larson's objection lacks substantive merit. First, Mr. Larson argues that he would receive no benefit because he never had to incur any out-of-pocket expenses for a turbocharger repair and his vehicle's age and mileage exceeds the time and milage limitations of the warranty extension. However, as discussed *supra*, the law recognizes that class settlements are compromises that are not required to fit every class member's individual situations and subjective beliefs, and the mere fact "that some members of the class have driven their cars without issue and thus will receive no tangible benefit from the settlement does not make the settlement unfair or unreasonable at all." *Oliver, supra*; *Zakskorn, supra* (approving reimbursement-only settlement with nationwide release of claims despite the fact that less than 1% of class members submitted reimbursement

claims). The Settlement here provides very substantial benefits to the Settlement Class, is clearly fair, reasonable, and adequate as recognized by all but 15 of the 3,929,515 Settlement Class Members, and Mr. Larson could readily have opted out of the Settlement but chose not to.

There is, likewise, no merit to Mr. Larson's argument that the Class Notice "fails to adequately disclose that class members may be releasing claims…without even the *possibility* of a benefit…" (emphasis in original). In granting preliminary approval, this Court, after careful review, approved "the form and content of the postcard Settlement Class Notice [and] the long form Class Notice," and approved and directed the implementation of the parties' Notice Plan (ECF 106 at ¶10). In doing so, the Court found that the Notice Plan, which includes these Class Notices as well as the Settlement Website (which also contains the Settlement Agreement for all to review), "is reasonably calculated to apprise the Settlement Class of the pendency of the Action…the terms of the Settlement, its benefits and the Release of Claims; the Settlement Class Members' rights including the right to, and the deadlines and procedures for, requesting exclusion from the Settlement or objecting to the Settlement…" (*Id.*).

Additionally, this Court and others in this District have approved similar Class Notices. *See, e.g., Goodman v. UBS Financial Services, Inc.*, 2023 WL 8527165 (D.N.J. Dec. 7, 2023) (Hammer, J.); *Holden v. Guardian Analytics, Inc.*, 2024 WL

2845392 (D.N.J. June 5, 2024); *Steinhardt v. Volkswagen Group of America, Inc.* 3:23-cv-02291-RK-RLS (D.N.J. Oct. 8, 2024).

Finally, there is no merit to Mr. Larson's argument that the opt-out requirements are onerous. These basic and routine requirements were approved by this Court in the Preliminary Approval Order (ECF 106 at ¶14), and by other Judges in this District, *see, e,g, Zhao v. Volkswagen Group of America, Inc.*, 2:21-cv-11251-MCA-JRA (D.N.J. Oct. 19, 2022); *Granillo v. FCA US LLC*, 3:16-cv-00153-FLW-DEA (D.N.J. Apr. 15, 2019).

The Larson objection should, therefore, be overruled.

The Meyer Objection (ECF 110) is Without Merit

While likewise failing to comply with the Court-Ordered requirements for a valid objection (Section IV(B)(7)), Mr. Meyer's purported objection lacks merit. He claims to have experienced a turbocharger issue for the first time after well over 100,000 miles of driving, yet admittedly continues to drive his vehicle which now has over 139,000 miles on it. His subjective belief that the Settlement should cover his turbocharger in perpetuity contravenes the well-settled law regarding class settlements, and the fact that similar and considerably lesser mileage limitations have routinely been approved in automotive class settlements.

Mr. Meyer could readily have opted out of the settlement if it did not meet his personal circumstances. He chose not to. His objection should be overruled.

The Venters Objection (ECF 111) is Without Merit

In addition to failing to comply with the Court-Ordered requirements for a valid objection (Section IV(B)(7)), Mr. Venters' purported objection lacks merit. Because his vehicle's turbocharger allegedly underwent a repair after 11 years and over 89,000 miles of use, he subjectively argues, without support, that the Settlement's time and mileage limitations are unreasonable, and wants the Settlement to afford 100% coverage with no time limitation at all. This is yet another instance of an individual class member, out of almost 4 million, improperly wanting to re-mold the Settlement to conform to his personal circumstances, in derogation of the well-settled law discussed *supra*. *Yaeger*, 2016 WL 4541861, at *17, *citing Evans v. Jeff D.*, 475 U.S. 717, 726-27 (1986).

As with the other objectors, Mr. Venters could readily have opted out of the Settlement if he believed he had a valid claim. He chose not to. His objection should be overruled.

The Roches Objection (ECF 113) is Without Merit

The purported objection of Barbara Roches is substantively without merit. Like the other objectors, it improperly seeks to re-mold the Settlement to fit her individual circumstances. Without any supporting evidence, Ms. Roches claims that she was prevented from having a turbocharger repair in advance of the Notice Date because, on August 26, 2025, an independent Audi dealer supposedly gave her a

"shockingly high" estimate for the work and did not inform her of the settlement. However, this allegedly occurred before the September 15, 2025 Class Notice Date, which was also the date when the warranty extension went into effect. In addition, the repair estimate she submitted shows that, at that time, her vehicle was already over 11 years old with 96,402 miles on it, and was, thus, way outside the time and mileage parameters of the Settlement in any event. And finally, the estimate from another repair facility that she submitted was for nearly the same repair amount as the one she claims was so improper. Her objection has no merit and provides no legitimate basis for not granting final approval to this excellent Class Settlement.

Ms. Roches could readily have opted out of the settlement if it did not meet her personal individual circumstances. She chose not to. Her objection should be overruled.

The Osorio Objection (ECF 115) is Without Merit

Mr. Osorio likewise objects because the Settlement does not fit his individual circumstances which do not involve any complaints about his vehicle's turbocharger. Instead, he complains only about alleged excessive oil consumption which has nothing to do with this case. Mr. Osorio provides a laundry list of dates and vehicle mileages when he claims to have added oil to his vehicle, but provides no facts, let alone evidence, that his vehicle ever experienced any turbocharger issue in over 16 years and more than 116,948 miles of use. This case has nothing to do

with oil consumption, and his request that the Settlement be altered to cover his completely unrelated alleged issue is unauthorized by law and has no merit.

Mr. Osorio could readily have opted out of the Settlement but chose not to. His objection should be overruled.

The Shaheen and Glogowski Objection (ECF 116) is Without Merit

In addition to failing to comply with the Court-Ordered requirements for a valid objection (Section IV(B)(4)), the Shaheen/Glogowski purported objection lacks merit. Shaheen/Glogowski self-servingly complain that because the Settlement does not cover their 11-year-old vehicle - which never experienced a turbocharger issue - it should have no age limitation at all. Their argument that many Settlement Class Vehicles are more than 8.5 years old has no support, and their subjective complaint ignores: (1) that the warranty extension has an additional benefit of a repair "window" of 60-days from the Notice Date (subject to the mileage limitation) for vehicles that are older than 8.5 years as of the Notice Date, and (2) that independent of the warranty extension, the Settlement affords a significant percentage of reimbursement if the Class Member paid out-of-pocket for a prior covered turbocharger repair that occurred before the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from the vehicle's In-Service Date. Thus, the objection lacks merit for the reasons discussed *supra*.

Shaheen and Goglowski could readily have opted out of the Settlement if they felt they had a valid individual claim to pursue. They chose not to. Their objection should be overruled.

The Donaldson Objection (ECF 119) is Without Merit

In addition to failing to comply with the Court-Ordered requirements for a valid objection (Section IV(B)(6)), the purported Donaldson objection lacks merit. Mr. Donaldson claims to have owned his vehicle for a 1-year period 13 years ago, and does not claim to have ever experienced a turbocharger problem. Like the Osorio objection, his individual complaint appears to be about oil consumption which has nothing to do with this case. He subjectively believes that the Settlement should not require documentary proof of a covered repair during ownership of the vehicle even though (i) he never had to have his turbocharger repaired, and (ii) he is the only Settlement Class Member out of almost 4 million to make such a complaint. Moreover, the documentary proof requirements for reimbursement under this Settlement are simple and easy, preliminarily approved by this Court (ECF 106 at ¶10), and the same as those routinely approved by courts in other automotive class settlements. *See, e.g. Yaeger, supra; Varacallo, supra*.

Mr. Donaldson's objection has no merit, and he could readily have opted out of the Settlement. His objection should be overruled.

The Song Objection (ECF 122) is Without Merit

As with the other objectors, Mr. Song improperly seeks to have the Settlement re-molded to meet his personal subjective experience. Because he claims that he could not afford to have a prior turbocharger issue repaired, he argues, without support, that the Settlement supposedly creates a "wealth-based" barrier to benefits. Yet, he provides no facts, let alone documents or other evidence, showing that his vehicle ever experienced a turbocharger issue, much less when and at what mileage this purportedly occurred, whether there was any monetary estimate for repair, and whether he, in fact, could not afford such a repair or just simply chose not to have it performed.

The lack of merit in Mr. Song's unsupported objection is highlighted by the well-settled law recognizing that, as in this case, class settlements are compromises of vigorously disputed claims, and are not required to fit every person's individual circumstances or subjective beliefs. The lack of merit is also highlighted by the fact that he is one of only two Settlement Class Members, **out of almost 4 million**, who have made such a complaint. To say that this is akin to the cell, of a hair, on the tail of a dog that is trying to "wag the dog," would be a significant understatement. Mr. Song provides no legitimate basis for this Court not to grant final approval and deprive the Settlement Class of the excellent benefits of this fair, reasonable, and adequate preliminarily approved Class Settlement.

Mr. Song makes several other arguments that are likewise without merit. He argues that class members are treated differently because only Generation 3 vehicles are covered by the warranty extension. However, once again, he ignores the fact that this Settlement, like all class settlements, is an arm's length compromise of disputed claims, taking into account the multiple substantial risks of further litigation. He also ignores that the Settlement, which the Court considers as a whole, includes the very robust reimbursement program that applies to all three Generations of the Settlement Class Vehicles and would constitute a fair, reasonable, and adequate class settlement even if it were the only benefit afforded. *Oliver, supra.*

Furthermore, there is no requirement that every single benefit of a class settlement be available to every single class member. *Oliver, supra*; *Zakskorn, supra* (reimbursement-only settlement fair, reasonable and adequate even if less than 1% of class were eligible for reimbursement). Moreover, the fact that only Generation 3 vehicles are eligible for the warranty extension is an added benefit that **enhances**, rather than detracts from, this excellent Class Settlement, and almost all of the earlier model year Generation 1 and 2 vehicles would have already "timed out" of the 8.5 year the warranty extension time limitation before it even began.

There is also no merit to Song's argument that the repair records for past reimbursement should not have to reflect the failure mechanism of the turbocharger. He is the only Settlement Class Member out of almost 4 million to raise such a

complaint, and the failure mechanism is tailored to the claims in this case since all parties acknowledge that a turbocharger could potentially malfunction for any panoply of reasons having nothing whatsoever to do with those claims. Furthermore, he ignores the fact that the Settlement still affords a 40% reimbursement when the repair records do not specifically identify the reason for the turbocharger malfunction. These reasonable documentary proof requirements are also standard in automotive class settlements, and were carefully reviewed and preliminary approved by this Court.

Mr. Song's argument that the monetary "caps" for reimbursement of non-dealer repairs are too low is likewise unsupported, has no basis in fact, and is the only such objection being asserted. Courts commonly approve such caps for non-dealer repairs to protect against fraud, *Skeen*¸ 2016 WL 4033969 at *12, and the caps agreed to here are very reasonable and at the higher end of what average such repairs should cost.

Finally, his subjective belief that the reimbursement program should cover repairs performed after the Notice Date essentially asserts that the Settlement should be perfect and afford benefits in perpetuity, contrary to established law discussed *supra*. Clearly, this Settlement is fair, reasonable, and adequate, and nothing in Mr. Song's purported "one in 4 million" objection shows otherwise. Mr. Song could

readily have opted out to pursue his own claim if he felt that he had a valid one. He chose not to. His objection should be overruled.

The Carryer Objection (Exh. C) is Without Merit

In addition to failing to comply with the Court-Ordered requirements for a valid objection (Section IV(B)(1) and (2)), the Carryer objection lacks merit. Like Mr. Song, Mr. Carryer, without any supporting documents or other evidence, purports to make a "wealth based" objection which has no merit for the reasons previously discussed. He also provides no evidence that his vehicle is even a Settlement Class Vehicle, much less that it ever had a turbocharger failure.

Mr. Carryer subjectively believes that the Settlement should be amended to allow Settlement Class Members to "get the work done by an authorized dealership within a certain window of time." We are hard-pressed to decipher what he is actually requesting, but the Settlement already provides for a robust reimbursement program for all Settlement Class Vehicles, a warranty extension (with a "window") for Generation 3 vehicles, and as discussed *supra*, the issue here is whether the Settlement, as proposed, is fair, reasonable, and adequate under the prevailing factors and circumstances. The Settlement clearly is, and Carryer cannot re-mold it to suit his subjective beliefs which the Settlement Class obviously does not share.

Mr. Carryer could readily have opted out of the Settlement but chose not to. Hs objection lacks merit and should be overruled.

The Withdrawn Objections of Scher, Breslau, Bankston and Ali had no Merit in any Event

As discussed in Section IV(A), *supra*, the objections of Scher, Bankston, Breslau, and Ali have been withdrawn, subject to this Court's approval. However, even if they had not been withdrawn, they lacked merit and would be overruled in any event.

Scher, Breslau, and Bankston subjectively believe that the settlement should cover turbocharger repairs in perpetuity, regardless of the vehicle's age or mileage, and that all vehicle owners "should be reimbursed" regardless of whether they ever experienced any problem. Similarly, Bankston and Ali subjectively believe that the Settlement should provide everything that could possibly have been recovered if there was a complete victory on every claim at trial (Bankston), and no percentage limitation on the amount of a reimbursement (Ali). These subjective criticisms, like the others, contravene the well-settled law and policies regarding class settlements that were previously discussed.[3] Likewise, they ignore the very substantial benefits of the Settlement, which the Class overwhelmingly supports, the fact that this was an arm's length compromise of vigorously disputed claims, and the substantial risks to the Settlement Class of further litigation. *Oliver, supra; Gray, supra; Henderson,*

[3] Mr. Scher also cites an article on a website called Global Law Today that he claims relates to the turbochargers in the Settlement Class Vehicles. However, the link he provided is to an article related to oil consumption that makes no reference to turbochargers.

supra; Careccio, supra. Bankston also states, without evidence or support, that Generation 1 vehicles are the most impacted and asks that the Court ensure that class members be treated equitably relative to each other. In fact, this Settlement clearly does treat Settlement Class Members equitably, providing the same reimbursement for all Settlement Class Members that have incurred expenses for covered repairs, and Bankston's objection provides nothing to demonstrate otherwise.

Accordingly, these objections, although now withdrawn, had no merit in any event.

V. CERTAIN REQUESTS FOR EXCLUSION SHOULD BE REJECTED BECAUSE THEY ARE UNTIMELY AND/OR FAIL TO COMPLY WITH THE COURT-ORDERED REQUIREMENTS

In accordance with the Preliminary Approval Order (ECF 106 at ¶14), and recited in the Class Notice (ECF 100-3), in order to properly and effectively request exclusion from the proposed Settlement, Settlement Class Members were required to send their requests for exclusion by regular first-class mail, postmarked no later than October 15, 2025, and include all of the following information:

(a) the full name, address and telephone number of the person or entity seeking to be excluded from the Settlement Class;

(b) the model, model year, and VIN of the person's or entity's vehicle;

(c) a statement that he/she/it is a present or former owner or lessee of the vehicle; and

(d) a specific and unambiguous statement that he/she/it desires to be excluded from the Settlement Class.

These were basic and simple requirements, and pursuant to the Preliminary Approval Order and Class Notice: "Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion…shall remain in the Settlement Class and shall be subject to and bound by all determinations, orders and judgments in the Action concerning the Settlement, including but not limited to the Released Claims set forth in the Settlement Agreement" (ECF 106 at ¶15; Long Form Class Notice at ¶9).

Here, 237 purported requests for exclusion have been received, but 119 of them are untimely and/or failed to comply with one or more of the basic Court-Ordered requirements for a valid request for exclusion.[4] Their deficiencies are as follows:

1. Fifty-eight (58) requests for exclusion are invalid because the vehicle listed on the request is not a Settlement Class Vehicle (Exh. E);

2. Two (2) requests for exclusion are untimely because they were postmarked after the October 15, 2025 deadline (Exh. F);

[4] A list of the persons who submitted valid and timely opt-outs will be annexed to the Parties' proposed Final Approval Order, which will be submitted prior to the Final Fairness Hearing.

3. Five (5) requests for exclusion are untimely and also fail to comply with one or more of the Court-Ordered requirements for a valid request for exclusion, as follows:

- Two (2) requests are untimely because they were postmarked after the October 15, 2025 deadline, and also invalid because they do not include the model and model year of the involved vehicle, the involved vehicle's VIN number, a statement that the person seeking exclusion is a current or former owner or a lessee of a Settlement Class Vehicle and a phone number, all of which were required (Exh. G);
- One (1) request is untimely because it was postmarked after the October 15, 2025 deadline, and also invalid because it does not contain the model year of the involved vehicle and a phone number, both of which were required (Exh. H);
- One (1) request is untimely because it was postmarked after the October 15, 2025 deadline, and also invalid because it does not contain the model and model year of the involved vehicle, and a statement that the person seeking exclusion is a current or former owner or a lessee of a Settlement Class Vehicle, all of which were required (Exh. I); and
- One (1) request is untimely because it was postmarked after the October 15, 2025 deadline, and also invalid because it does not contain a valid

VIN number of the involved vehicle and a phone number, which was required (i.e. the provided VINs are incomplete) (Exh. J);

4. Fifteen (15) requests for exclusion are invalid for failing to comply with the requirement of stating that the person seeking exclusion is a current or former owner or lessee of a Settlement Class Vehicle (Exh. K);

5. Three (3) requests for exclusion are invalid for failing to contain a valid VIN Number for the involved vehicle, which was required (i.e. the provided VINs are incomplete) (Exh. L);

6. Thirty-six (36) requests for exclusion that are invalid for failing to adhere to multiple requirements for a valid request (Exhibits M-U) as follows:

- Twelve (12) requests are invalid for failing to contain the model and model year of the involved vehicle, a statement that the person seeking exclusion is a current or former owner or a lessee of a Settlement Class Vehicle and a phone number, all of which are required (Exh. M);
- Ten (10) requests are invalid because the vehicle listed on the request is not a Settlement Class Vehicle and because the request does not contain a statement that the person seeking exclusion is a current or former owner or a lessee of a Settlement Class Vehicle (Exh. N);

- Six (6) requests are invalid for failing to contain the model and model year of the involved vehicle and a phone number, all of which are required (Exh. O);
- Three (3) requests are invalid for failing to contain the model and model year of the involved vehicle, the involved vehicle's VIN number, a statement that the person seeking exclusion is a current or former owner or a lessee of a Settlement Class Vehicle and a phone number, all of which were required (Exh. P);
- One (1) request is invalid for failing to contain the model and model year of the involved vehicle, the VIN number for the involved vehicle and a phone number, all of which were required (Exh. Q);
- One (1) request is invalid for failing to contain a statement that the person seeking exclusion is a current or former owner or a lessee of a Settlement Class Vehicle and a phone number, both of which were required (Exh. R);
- One (1) request is invalid for failing to contain a valid VIN number for the involved vehicle (i.e., the provided VIN is incomplete), a statement that the person seeking exclusion is a current or former owner or a lessee of a Settlement Class Vehicle and a phone number, both of which were required (Exh. S);

- One (1) request is invalid for failing to contain an address, model and model year of the involved vehicle, the involved vehicle's VIN number, all of which were required, and because it was not mailed to any of the parties (Exh. T); and
- One (1) request is invalid for failing to contain the model year of the involved vehicle, or the involved vehicle's VIN number, both of which were required (Exh. U).

Accordingly, these requests for exclusion, which are untimely and/or invalid for failing to comply with the Court-Ordered requirements, should be rejected accordingly.

VI. CONCLUSION

For the foregoing reasons, this Court should enter an order: (1) granting Plaintiffs' Unopposed Motion for an Order Granting Final Approval of Class Action Settlement; (2) accepting the withdrawal of the objections of Adam Scher, Alicia Bankston, Howard Breslau, and Shady Ali; (3) overruling the objections; and (4) rejecting the 119 purported requests for exclusion which are untimely and/or fail to comply with the Court-Ordered requirements; together with such other and further relief as the Court deems just and proper.

Dated: November 19, 2025

Respectfully submitted,

By: */s/ Brian T. Carr*

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