

Timothy Fitzgerald submitted an objection to Defendants on June 3, 2016, arguing, for reasons already discussed, that the warranty extension is not long enough. ECF No. 92-5 Ex. 11. In the event the Court does not extend the warranty, Mr. Fitzgerald requests to be excluded from the N14 Class. *Id.* at 1. The Court grants this request.

1. Objection of James. [*38] M. Ward

On June 13, 2016, James M. Ward filed an objection to the settlement, arguing that the settlement should include compensation for Class members who sold their Class Vehicles at a loss *after* repairing the engine. ECF No. 97. Mr. Ward seeks compensation for "all or part of the \$18,559.43" price at which he bought his Class Vehicle. *Id.* at 1. Again, this objection ignores the reality that even non-defective cars decline in value after their purchase. As discussed, Mr. Ward is also entitled to reimbursement for repairs and replacements made on his Class Vehicle.

m. Objection of Jamye C. Brown

On June 20, 2016, Jamye C. Brown filed an objection to the settlement agreement, arguing again that the extended warranty is too short and does not cover her Class Vehicle and that the engine repair provision is unreasonable. ECF No. 96. Ms. Brown states that, in response to MINI's 2013 recall, she brought her vehicle to a "qualified Mini dealership," where the timing chain tensioner was repaired free of charge. *See id.* at 1, 5. Damage to the engine rendered the vehicle unusable, however, and Ms. Brown did not replace the engine because she would be entitled to reimbursement for only ten percent of the cost. *See* [*39] *id.* at 4, 5 (2009 model, 57,125 miles); ECF No. 92 at 13 (engine repair or replacement schedule).

Again, the Court agrees with Plaintiffs that the reimbursement schedule and warranty limitation reflect a need to "draw the line" somewhere and the reality that vehicles decline in value over time.

n. Objection of Gregory Munro

On June 20, 2016, Gregory Munro filed an objection to the settlement. ECF No. 98. Mr. Munro, a law professor, argues that (a) the warranty extension is not long enough to provide relief to owners of old or high mileage Class Vehicles under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, (b) there has been "inadequate discovery into the conduct of defendants" regarding the alleged defects and defendants' knowledge of the defects, and (c) the settlement does not include reimbursement for other expenses, including towing charges, travel expenses, and the cost of substitute vehicles, that might be available as "consequential damages" in a tort action. *Id.* at 1. Mr. Munro also argues that the settlement agreement "does not address" an allegedly defective oil system in the Class Vehicles "that may have been a substantial factor in the timing chain failures." *Id.* at 4-5.

Mr. Munro is correct that the owners of Class Vehicles [*40] who repaired or replaced failed engines or who sold their vehicles at a loss when the vehicles had certain combinations of mileage and age, *see* ECF No. 92 at 13, 14, are not entitled to compensation for the engine repairs or sales under the terms of the settlement. ECF No.

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