

53 at 1. Alternatively, the Plaintiffs bring claims on behalf of themselves and twelve statewide classes of individuals who leased or purchased the cars [*5] at issue in Arizona, Arkansas, California, Florida, Georgia, Illinois, Minnesota, New Jersey, New York, Pennsylvania, Texas, and Tennessee. *Id.* Plaintiffs bring a total of eighteen causes of action, including claims for breach of express warranty, *id.* ¶¶ 98-105, breach of implied warranty, *id.* ¶¶ 106-119, and violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., *id.* ¶¶ 132-38, on behalf of themselves and the entire nationwide class. Plaintiffs also bring state law claims on behalf of the twelve statewide classes. *Id.* ¶¶ 120-337.

On April 17, 2014, Plaintiff Richard Kahn filed a putative class action against Defendants in the United States District Court for the Eastern District of New York dealing with similar subject matter. *Kahn v. BMW of North America, LLC*, 2:14-cv-02463-ADS-ARL. Plaintiff Kahn's action has not yet been consolidated with this one.

II. The N14 Class settlement agreement

On November 30, 2015, Plaintiffs filed an unopposed motion for preliminary approval of class settlement with respect to owners and lessees of vehicles with an N14 engine *only* (the "N14 Class"). ECF No. 70. On January 6, 2016, the Court granted preliminary approval, certifying the settling Class for purposes [*6] of settlement only and issuing instructions to begin notifying Class members. ECF No. 72. On July 14, 2016, the Court presided over a fairness hearing as required by Federal Rule of Civil Procedure 23(e). In the interim, 5,310 Class members submitted claims under the settlement, 23 class members objected to the settlement, and 123 opted out. P. Mot. Final Approval Settlement Agreement, Supp. Decl. Matthew J. McDermott in Support Supp. Mot. Approve Settlement ("Supp. McDermott Decl."), ECF No. 107-1 ¶¶ 13-18. No objections were raised at the fairness hearing.

A. The N14 Class

The settlement agreement defines the "N14 Class" and "N14 Vehicles" as:

[a]ll persons or entities in the United States, the District of Columbia, and Puerto Rico who currently own or lease, or previously owned or leased, a model-year 2007 through 2009 MINI Cooper 'S' Hardtop (R56), a model-year 2008 through 2009 MINI Cooper 'S' Clubman (R55), or a model-year 2009 through 2010 MINI Cooper 'S' Convertible (R57) vehicle, manufactured at any time from start of production in November 2006 through July 2010.

Declaration Raymond P. Boucher, ECF No. 69-3 Ex. 1, Settlement Agreement and Release at 4 (the "N14 Class Vehicles" and the "N14 Class"). Named Plaintiffs who [*7] purchased only vehicles containing N12 engines are *not* included in the N14 Class. *Id.* at 2 n.1. Also excluded from the N14 Class are:

Defendants, as well as Defendants' affiliates, employees, officers and directors, attorneys, agents, insurers, their-party providers of extended warranty/service contracts, franchised dealers, independent repair/service facilities, fleet owners and operators, rental companies and vehicles, the attorneys representing Defendants in this case, the Judges and Mediator to whom this case is assigned and their immediate family members, all persons who request exclusion from (opt-out of) the Settlement, vehicles deemed a total loss (other than vehicles whose engines failed or were damaged due to timing-chain tensioner and/or timing chain failure), vehicles whose true mileage is unknown, all persons who previously released any claims encompassed in this Settlement, and vehicles transported outside the United States.

Id. at 4-5.

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