

Of the 186,031 N14 Class [*27] members, 5,310 submitted claims, 123 opted out, and 23 submitted objections.¹ ECF No. 107-1 ¶¶ 13-18. The percentage of Class members who submitted a claim is small, a factor that this Court has previously held may "cancel[] out" a low objection rate. *Martina*, 2013 U.S. Dist. LEXIS 145285, 2013 WL 5567157, at *5-6. As Plaintiffs point out, however, the low response rate in this case is perhaps expected: according to Defendants, the defect rate in Class Vehicles is "in the single digits," so the vast majority of Class members did not suffer harm and may have no reason to seek repair or replacement of their timing chains or timing chain tensioners. *Id.* at 21 n.9.

¹ Plaintiffs reference 20 total objections, excluding the objections of Richard Ellenbogen, ECF No. 78, Timothy Fitzgerald, ECF No. 92-5 Ex. 11, and Donald Mann, ECF No. 104, for lack of standing because the three opted out of the N14 Class; the objection of Shirley M. Stipe-Zendle, ECF No. 102, because objection is actually an erroneously filed claim; and the objection of Marika Hamilton, ECF No. 107-2 Ex. 11 for unknown reasons; and including objections from Gerald Maloney and Sarah H. Beeby that have not been filed on ECF or otherwise provided to the Court. ECF No. 107-1 Ex. B. The Court considers the [*28] 23 objections that have been filed with or otherwise provided to the Court.

Twenty-three Class members, or approximately 0.01 percent of Class, objected to the settlement. Most of the objectors argue either that (a) the settlement's warranty extension is inadequate because it does not cover their vehicles, or (b) the requirement that Class members provide documentation of their vehicles' service history to receive repair reimbursements is unduly burdensome. The Court considers the 23 Class member objections individually:

a. Objection of Kunal A. Mirchandani

Class member Kunal A. Mirchandani submitted an objection on February 29, 2016, arguing that the settlement agreement puts an unreasonable burden on Class members to provide documentation of the service histories of their Class Vehicles. ECF No. 75. Mr. Mirchandani claims that the requirement that Class members document their Vehicles' maintenance and repair history to receive reimbursement is unfair to the owners of used vehicles, who may not have the previous owners' service records, as well as to individuals who "may simply have discarded the records." *Id.* at 2-3. Although Mr. Mirchandani acknowledges that Class members may submit an affidavit [*29] of service from a mechanic in lieu of other documentation, he argues that mechanics are unlikely to remember servicing vehicles and that requiring Class members to obtain multiple affidavits if multiple mechanics have serviced a Vehicle is unreasonable. *Id.* at 3-4.

The Court agrees with Plaintiffs that the settlement's documentation requirement is not unreasonable. Plaintiffs claim that, even if individual mechanics do not recall servicing individual vehicles, "most, if not all, mechanics have access to a database . . . which would allow them to quickly and easily search the maintenance history of any given car that had service performed at that shop." ECF No. 92 at 22. The claims of 2,064 Class members have already been approved, demonstrating that the burden is not unduly onerous. ECF No. 107-1 ¶¶ 17-18. Finally, despite Mr. Mirchandani's claim that "Defendant is in a better position [than Class members] to research and review service records through its own dealership network," ECF No. 75 at 2, Plaintiffs claim that Defendants are *not* in a better position because they "do not have a central registry of dealer records or access to them." ECF No. 92 at 22.

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