

Kimberly Winkler submitted an objection, dated June 28, 2016, that was filed in this Court on July 5, 2016. ECF No. 106-1. Mr. Winkler describes a litany of problems with his Class Vehicle, including timing chain malfunctions, and seeks an extension of his warranty and reimbursement for out-of-pocket expenses and other costs. *Id.* at 2. Mr. Winkler does not object to anything specific about the terms of the settlement, and Plaintiffs point out that because his extended warranty does not expire until 2017, Mr. Winkler is already entitled to reimbursement for all past repairs. ECF No. 107 at 8.

v. Objection of Marika Hamilton

Marika Hamilton mailed an objection to counsel for Defendants on March 14, 2016. ECF No. 107-2 Ex. 11. Ms. Hamilton alleges damage to her Class Vehicle's timing [*49] chain tensioner -- a repair or replacement for which she is entitled to full reimbursement under the settlement -- but does not otherwise object to the settlement.

w. Objection of Susan Von Struensee

Susan Von Struensee submitted an objection to counsel for Defendants on June 22, 2016. ECF No. 107-2 Ex. 12. Ms. Von Struensee objects to the settlement on the grounds that (a) she did not receive notice of the settlement and (b) Class members are unreasonably required to submit documentation that they changed the oil in their Class Vehicles at least once every 2,000 miles, even though dealers only advise owners to seek oil changes every 15,000 or 10,000 miles. *Id.* at 1. With regard to the first objection, the Court repeats that CAA provided notice by mail to over 96% of Class members and by email to over 94%. 107-1 ¶¶ 4, 7. Plaintiffs explain that they discussed Ms. Struensee's second objection with her by phone and clarified that Class members seeking reimbursement are not required to submit documentation of oil changes every 2,000 miles. ECF No. 107 at 8; see also ECF No. 69-3 Ex. 1 Ex. B at 5 (Claim form, explaining that Class members must provide evidence of "regular oil changes (within 2,000 [*50] miles of recommended schedule)").

The 23 objectors make arguments that raise several legitimate *Girsh* factor considerations. Ultimately, however, because of the relatively small number of objections and exclusions compared with the total number of Class members, the reaction of the N14 Class to the settlement supports a finding of fairness.

3. *Girsh* factor three: State of proceedings and amount of discovery completed

The third *Girsh* factor "captures the degree of case development that class counsel had accomplished prior to the settlement," so that the Court may "determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *Warfarin Sodium*, 391 F.3d at 537.

Here, according to Plaintiffs, the Parties reached their settlement after (a) the Court ruled on a motion to dismiss the first amended complaint, see ECF No. 39; (b) Plaintiffs filed a second amended complaint, ECF No. 53; (c) the Parties exchanged initial disclosures and discovery requests; and (d) the Parties engaged in a full-day mediation with the Honorable Theodore Katz (Ret.) and a settlement conference with Magistrate Judge Cathy L. Waldor. ECF No. 92 at 26. The Court finds that all Parties have an "adequate appreciation [*51] of

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