

to pay any more than what . . . class members are entitled to under the theories of liability that existed at the time the settlement was reached." *Warfarin Sodium*, 391 F.3d. at 538. Here, as Plaintiffs state, "Defendants operate a successful, well-known, multi-national automobile business." ECF No. 28. Even if all 5,310 Class members who submitted claims were entitled to the maximum claim amounts for each type of repair, replacement, or sale, the total amount of the settlement would likely be insignificant when compared with Defendants' total revenues. This factor does not favor approval of the settlement.

7. *Girsh* factors eight and nine: the reasonableness of the settlement in light of the best recovery [*54] and all the attendant risks of litigation

The final two *Girsh* factors "test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial." *Warfarin Sodium*, 391 F.3d at 538 (citing *Prudential*, 148 F.3d at 322). The Court determines "whether the settlement represents a good value for a weak case or a poor value for a strong case." *Id.* In cases where plaintiffs seek primarily monetary relief, "the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement." *Id.* (quoting *Prudential*, 148 F.3d at 322).

In the second amended complaint, Plaintiffs seek, among other things, (a) an order requiring Defendants to notify Class members of the alleged timing chain tensioner defect and to repair the defect or reimburse Class members for the repairs; (b) an injunction requiring Defendants to stop refusing to repair the defect, at no charge; (c) an award to Plaintiffs and Class members of compensatory, exemplary, and/or statutory damages; and (d) an award of restitution. ECF No. 53 ¶ 338.

Although the settlement does not provide Class members with [*55] damages, it does provide Class members with much of the relief they seek: (a) notice of the alleged defect, provided at the expense of Defendants; (b) free repairs or full reimbursement for repairs of the timing chain and timing chain tensioner; (c) full or partial payment for engine repairs for some, but not all, Class Vehicles, as determined by vehicle mileage and age; (d) a warranty extension that provides an extended period of coverage for some, but not all, Class Vehicles, as determined by vehicle mileage and age; and (e) full or partial reimbursement for some, but not all, Class members who sold their un-repaired Class Vehicles at a loss, as determined by vehicle mileage and age. See ECF No. 69-3 Ex. A at 3-4.

As the Court has discussed, several Class members object that the settlement provides fewer benefits to the owners of high-mileage or older Class Vehicles than to the owners of new, low-mileage vehicles. See, e.g., ECF Nos. 77-80, 82, 84, 92-5 Ex. 11, 96, 98. This is true, but the Court repeats that the line must be drawn somewhere. Because the value of vehicles decreases with age and mileage, see *Dispirito*, 371 B.R. at 701 n.6, the Court finds that the settlement is reasonable in light of Plaintiffs' [*56] original requests for relief and the not insubstantial chance that Plaintiffs would not prevail on all of their claims at trial. *Girsh* factors eight and nine weigh in favor of granting final approval to the settlement.

8. *Prudential* considerations

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