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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RAMTIN ZAKIKHANI, KIMBERLY
ELZINGA, THEODORE MADDOX
JR., MICHAEL SUMMA,
JACQUELINE WASHINGTON,
PATTI TALLEY, ANA
OLACIREGUI, ELAINE PEACOCK,
MELODY IRISH, and DONNA
TINSLEY, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

HYUNDAI MOTOR COMPANY,
HYUNDAI MOTOR AMERICA, KIA
CORPORATION, and KIA
AMERICA, INC.,

Defendants.

Case No. 8:20-cv-01584-SB-JDE

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS**

1 WHEREAS, Plaintiffs and Defendants executed an agreement to settle this
2 matter, subject to Court approval;

3 WHEREAS, on October 20, 2022, the Court entered a Preliminary Approval
4 Order that preliminarily approved the Amended Settlement Agreement (the
5 “Settlement Agreement”) in this Action (Dkt. 131-1);

6 WHEREAS, the Settlement Agreement provides, in relevant part, that
7 “Defendants agree to pay the attorneys’ fees, expenses, and Class Representative
8 service awards as ordered by the Court separate and apart from, and in addition to, the
9 relief provided to the Class.” (Dkt. 131-1 at ¶ 14.3);

10 WHEREAS, Class and Plaintiffs’ Counsel request: (1) attorneys’ fees to Class
11 and Plaintiffs’ Counsel totaling \$8,696,551.50; (2) actual out-of-pocket litigation costs
12 in an amount up to \$239,767.60; and (3) service awards to eighteen (18) Class
13 Representatives totaling \$67,500 (\$5,000 to Plaintiffs Kimberly Elzinga, Theodore
14 Maddox, Jr., Jacqueline Washington, Patti Talley, Ana Olaciregui, Elaine Peacock,
15 Melody Irish, Donna Tinsley, Ramtin Zakikhani, and \$2,500 to Plaintiffs Brenda
16 Evans, Anthony Vacchio, Minda Briaddy, Adam Pluskowski, Ricky Barber, Lucille
17 Jacob, Carla Ward, Pepper Miller, and Cindy Brady);

18 WHEREAS, after considering Plaintiffs’ motion, memorandum of law and
19 supporting materials (including the declarations from Class and Plaintiffs’ Counsel,
20 Plaintiffs, and experts) as well as any material(s) that may be filed in opposition
21 thereto, the Court having concluded that Plaintiffs’ request for fees, costs, and service
22 awards is reasonable and permissible under the applicable law;

23 IT IS ORDERED, ADJUDGED, AND DECREED:
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1 1. The Court finds the attorney fees and costs requested by Class Counsel
2 are fair and reasonable, under both the lodestar or percentage-of-the-recovery
3 approaches. Based on the information provided and reviewed, Class and Plaintiffs’
4 Counsel reasonably billed 4551.4 hours at reasonable hourly rates in line with the
5 prevailing rates for complex and automotive class action litigation, resulting in a
6 lodestar of \$2,898,850.50. Further, given the Settlement achieved, the quality of Class
7 and Plaintiffs’ Counsel’s representation, the risks of the litigation, the contingent
8 nature of the litigation, and the lack of objections to the Settlement, the Court finds it
9 reasonable here to award a 3.0 multiplier (when not factoring in Counsel’s estimated
10 2,500 hours of future work for final approval, potential objections and appeals, and
11 Settlement administration), alternatively a 1.95 multiplier (when factoring in such
12 future work), to Class and Plaintiffs’ Counsel’s lodestar, resulting in a total of
13 \$8,696,551.50 in attorneys’ fees. These fees represent just three percent of the
14 conservative value of the warranty extension offered under the Settlement Agreement,
15 which affirms the reasonableness of the fees sought. The Court also finds reasonable
16 Class and Plaintiffs’ Counsel request for reimbursement of actual litigation costs up to
17 \$239,767.60 incurred in prosecution of this litigation.

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21 2. Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards is
22 GRANTED.

23 3. Defendants shall pay Class and Plaintiffs’ Counsel \$8,696,551.50 for
24 their attorneys’ fees, and pay Class and Plaintiffs’ Counsel their actual litigation costs
25 incurred up to \$239,767.60, in accordance with the Settlement Agreement.

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27 4. Defendants shall also pay \$67,500 to Class and Plaintiffs’ Counsel for the
28 service awards of the eighteen Plaintiffs, and such amounts shall then be remitted by

1 Class and Plaintiffs' Counsel to Plaintiffs.

2 5. All other payments and costs shall be borne as set forth in the Settlement
3 Agreement or as agreed by the parties.

4 **IT IS SO ORDERED.**

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6 Dated: <Select>

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Stanley Blumenfeld, Jr.
United States District Judge

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