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**UNITED STATES DISTRICT COURT
FOR THE 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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 WHEREAS, on October 20, 2022, the Court entered a Preliminary Approval
2 Order that preliminarily approved the Amended Settlement Agreement (the
3 “Settlement Agreement”) in this Action and specified the manner in which the notice
4 to the Settlement Classes was to be distributed by the Settlement Administrators. The
5 Settlement Agreement, which is incorporated herein by reference, sets forth the terms
6 and conditions for a settlement and dismissal with prejudice of the Action. Terms and
7 phrases in this Final Approval Order, unless otherwise defined herein, shall have the
8 same meaning as ascribed to them in the Settlement Agreement.
9

10 WHEREAS, following the dissemination of the notice and the posting of the
11 notice on the settlement websites, the members of the Settlement Classes were given
12 an opportunity to: (i) submit timely requests for exclusion from the Settlement
13 Classes, or (ii) object to the Settlement Agreement (including Class and Plaintiffs’
14 Counsel’s requests for attorneys’ fees, costs, and service awards).
15

16 WHEREAS, a Final Approval Hearing was held on April 21, 2023, at which
17 time each person filing a timely objection to the Settlement and a notice of their intent
18 to appear were given a full opportunity to state any objections to the Settlement.
19

20 NOW, THEREFORE, this matter having been brought before the Court on
21 Plaintiffs’ Notice of Motion and Motion for Final Approval of Class Action
22 Settlement, through their attorneys, the Court having fully considered the terms of the
23 Settlement Agreement and all submissions made in connection with it, finds that the
24 Settlement Agreement and the Settlement should be finally approved as fair,
25 reasonable, and adequate, and the Action dismissed with prejudice as to all Settlement
26 Class members who have not excluded themselves from the Settlement Classes, and
27 without prejudice as to all persons who timely and validly excluded themselves from
28

1 the Settlement Classes as set forth on **Exhibit A** hereto, and further finds the Releasors
2 have released their claims against the Releasees in accordance with Fed. R. Civ. P. 54
3 and other applicable laws.

4 The Court hereby makes the following findings of fact and conclusions of law:
5

6 1. The Court finds it has personal jurisdiction over the Settlement Classes
7 and all members of the Settlement Classes and has subject matter jurisdiction to
8 approve the Settlement and Settlement Agreement and all Exhibits thereto.

9 2. The Court finds this order is being entered more than ninety (90) days
10 after Defendants provided notice of the proposed settlement to the Attorney General
11 of the United States and the attorneys general of the States as required by 28 U.S.C. §
12 1715(b), complying fully with 28 U.S.C. § 1715(d).

13 3. The Court finds that the manner of dissemination and content of the
14 Notice as specified in detail in the Settlement Agreement:
15

- 16 a. constituted the best notice practicable;
17
18 b. constituted notice that was reasonably calculated under the
19 circumstances to apprise the Settlement Classes of the pendency of
20 the Action, of their right to object to or exclude themselves from the
21 proposed settlement, of their right to appear at the Final Approval
22 Hearing and of their right to seek monetary and other relief;
23
24 c. constituted reasonable, due, adequate, and sufficient notice to all
25 persons entitled to receive notice, and
26
27 d. met all applicable requirements of Due Process and any other
28 applicable law or requirement. Full and fair opportunity has been
afforded to the members of the Settlement Classes to be heard at and

1 to participate in the Final Approval Hearing.

2 4. The Court finds the Settlement set forth in the Settlement Agreement is
3 fair, reasonable, and adequate as to each of the Parties and as it applies to the
4 Settlement Classes, and in compliance with all requirements of due process and
5 applicable law, as to and in the best interests of each of the Parties and members of
6 the Settlement Classes, and directs consummation of all of its terms and provisions,
7 and any timely and valid objections thereto are hereby overruled.
8

9 5. With respect to the Settlement Classes, the Court reaffirms its prior ruling
10 that certification of the Classes for settlement purposes only, and finds and concludes,
11 that: (i) the members of the Settlement Classes are so numerous as to make joinder
12 impracticable; (ii) there are questions of law and fact common to the Settlement
13 Classes, and such questions predominate over any questions affecting only individual
14 members of the Settlement Classes; (iii) the Class Representatives' claims and the
15 defenses thereto are typical of the claims of the Settlement Classes and the defenses
16 thereto; (iv) the Class Representatives and their counsel can protect and have fairly
17 and adequately protected the interests of the members of the Settlement Classes in the
18 Action; and (v) a class action is superior to all other available methods for fairly and
19 efficiently resolving the Action and provides substantial benefits to the Settlement
20 Classes. The Court therefore determines that this action satisfies the prerequisites for
21 class certification for settlement purposes pursuant to Fed. R. Civ. P. 23.
22
23

24 6. The Court further finds that the Settlement Agreement is supported by the
25 vast majority of the members of the Settlement Classes. The number of members of
26 the Settlement Classes who have opted out of the Settlement Classes and any
27 objections submitted are relatively few when compared to the total number of
28

1 members of the Settlement Classes. The terms of this Final Approval Order and the
2 Settlement Agreement do not apply to the Opt-Outs or to any other persons the Parties
3 agree in writing submitted timely and valid requests for exclusion, unless such Opt-
4 Outs or persons elect to claim the benefits set forth in the Settlement Agreement,
5 thereby choosing to rescind their requests for exclusion from the Settlement Classes.
6

7 7. The Court finds that the Settlement Agreement and the Settlement
8 provided for therein and any proceeding taken pursuant thereto are not and should not
9 in any event be offered or received as evidence of, a presumption, concession or an
10 admission of liability, a defect, or of any misrepresentation or omission in any
11 statement or written document approved or made by Defendants of the suitability of
12 these or similar claims to class treatment in active litigation and trial; provided,
13 however, that reference may be made to the Settlement Agreement and the Settlement
14 provided for therein in such proceedings as may be necessary to effectuate the
15 Settlement.
16

17 8. The Court finds that the Parties and the Settlement Administrators have
18 fully complied with their respective obligations as set forth in the Preliminary
19 Approval Order entered by the Court.
20

21 9. Based upon the foregoing findings of fact and conclusions of law, which
22 are based upon and supported by the substantial evidence presented by the Parties
23 hereto and members of the Settlement Classes, all of which the Court has considered
24 and is in the record before the Court, IT IS HEREBY ORDERED as follows:
25

26 10. The preliminary certification of the Settlement Classes in the Preliminary
27 Approval Order is hereby confirmed and made final for purposes of the Settlement
28 Agreement as approved by this Final Approval Order. Pursuant to Fed. R. Civ. P. 23,

1 the Court hereby certifies, for settlement purposes only, two Settlement Classes as
2 defined in the Settlement Agreement:

3
4 **HYUNDAI SETTLEMENT CLASS**: All owners and lessees of a
5 Hyundai Class Vehicle who purchased or leased the Hyundai Class
6 Vehicle in the United States and including those purchased while the
owner was abroad on active U.S. military duty.

7 “Hyundai Class Vehicles” refers to Hyundai Tucson vehicles (model
8 years 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021), Hyundai
9 Santa Fe vehicles (model years 2007, 2016, 2017, and 2018), Hyundai
10 Santa Fe Sport vehicles (model years 2013, 2014, 2015, 2017, and
11 2018), Santa Fe XL vehicles (model year 2019), Hyundai Azera
12 vehicles (model years 2006, 2007, 2008, 2009, 2010, and 2011),
13 Genesis G80 vehicles (model years 2017, 2018, 2019, and 2020),
14 Genesis G70 vehicles (model years 2019, 2020, and 2021), Hyundai
15 Genesis vehicles (model years 2015 and 2016), Hyundai Elantra
16 vehicles (model years 2007, 2008, 2009, and 2010), Hyundai Elantra
17 Touring vehicles (model years 2009, 2010, and 2011), Hyundai Sonata
18 vehicles (model year 2006), and Hyundai Entourage vehicles (model
19 years 2007 and 2008), which were the subject of NHTSA Recalls.

20 Excluded from the Hyundai Class are (a) all claims for death, personal
21 injury, damage to property other than to the Hyundai Class Vehicle
22 itself, and subrogation; (b) HMA, HMC, and any affiliate, parent, or
23 subsidiary of HMA or HMC; (c) any entity in which HMA or HMC has
24 a controlling interest; (d) any officer, director, or employee of HMA or
25 HMC; (e) any successor or assign of HMA or HMC; (f) any judge to
26 whom the Litigation is assigned, his or her spouse, and all persons
27 within the third degree of relationship to either of them, as well as the
28 spouses of such persons; (g) consumers or businesses that have
purchased Hyundai Class Vehicles that, prior to the time of purchase,
were deemed a Total Loss (i.e., salvage title or junkyard vehicles)
(subject to verification through Carfax or other means); (h) current or
former owners of Hyundai Class Vehicles who, prior to the Notice
Date, released their claims in an individual settlement with HMA or
HMC; (i) owners who purchased the Class Vehicle with knowledge of
existing damage to the ABS Module (damage that does not amount to
a Total Loss; but rather, damage to the subject components); and (j)
those persons who timely and validly exclude themselves from the

1 Hyundai Class.

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3 **KIA SETTLEMENT CLASS:** All owners or lessees of a Kia Class
4 Vehicle who purchased or leased the Kia Class Vehicle in the United
5 States, including those purchased while the owner was abroad on
6 active U.S. military duty.

7 “Kia Class Vehicles” refers to Kia Sportage vehicles (model years
8 2008, 2009, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021),
9 Kia Sorento vehicles (model years 2007, 2008, 2009, 2014, and
10 2015), Kia Optima vehicles (model years 2013, 2014, and 2015), Kia
11 Stinger vehicles (model years 2018, 2019, 2020, and 2021), Kia
12 Sedona vehicles (model years 2006, 2007, 2008, 2009, and 2010), Kia
13 Cadenza vehicles (model years 2017, 2018, and 2019), and Kia K900
14 vehicles (model years 2016, 2017, and 2018), which were the subject
15 of NHTSA Recalls.

16 Excluded from the Kia Settlement Class are (a) all claims for death,
17 personal injury, damage to property other than to the Kia Class
18 Vehicle itself, and subrogation; (b) KA, KC, and any affiliate, parent,
19 or subsidiary of KA or KC; (c) any entity in which KA or KC has a
20 controlling interest; (d) any officer, director, or employee of KA or
21 KC; (e) any successor or assign of KA or KC; (f) any judge to whom
22 the Litigation is assigned, his or her spouse, and all persons within the
23 third degree of relationship to either of them, as well as the spouses of
24 such persons; (g) consumers or businesses that have purchased Kia
25 Class Vehicles that, prior to the time of purchase, were deemed a
26 Total Loss (i.e., salvage title or junkyard vehicles) (subject to
27 verification through Carfax or other means); (h) current or former
28 owners of Kia Class Vehicles who, prior to the Notice Date, released
their claims in an individual settlement with KA or KC; (i) owners
who purchased the Class Vehicle with knowledge of existing damage
to the ABS Module (damage that does not amount to a Total Loss; but
rather, damage to the subject components); and (j) those persons who
timely and validly exclude themselves from the Kia Class.

11. The Court grants final approval of the proposed Settlement, finding that
the terms of the Settlement Agreement are fair, reasonable, and adequate. Specifically,
the Court has considered each of the factors in Rule 23(e)(2) and each of the eight

1 factors set forth in *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). The factors
2 the Court has considered include: “(1) the strength of plaintiffs’ case; (2) the risk,
3 expense, complexity, and likely duration of further litigation; (3) the risk of
4 maintaining class action status throughout the trial; (4) the amount offered in
5 settlement; (5) the extent of discovery completed, and the stage of the proceedings;
6 (6) the experience and views of counsel; (7) the presence of a governmental
7 participant; and (8) the reaction of the class members to the proposed settlement.” *Id.*

9 12. The Court finds that each factor supports finally approving the Settlement.
10 Specifically, the Court finds that while Plaintiffs are confident in their theory of
11 liability and believe they could mount a formidable against Defendants, it is unlikely
12 that they could recover under each claim alleged against Defendants, and that
13 Defendants would fiercely contest liability throughout. Even if Plaintiffs were able to
14 certify one or more classes, Defendants would likely appeal any class certification
15 rulings and also file motions to decertify any certified classes. The Court finds that
16 the Settlement offers substantial relief to the Settlement Classes, and achieves nearly
17 everything Plaintiffs hoped to recover through the litigation. Class Counsel conducted
18 substantial discovery, which included reviewing thousands of pages of documents,
19 taking four depositions, and also recognizes that Class Counsel conducted their own
20 independent investigation into the allegations in this Action, including through ABS
21 Module teardowns and consultation with automotive experts. Class Counsel has
22 extensive knowledge in the applicable law and finds that their recommendations
23 support final approval. The Court notes that while Defendants conducted voluntary
24 recalls of certain Class Vehicles that were overseen by NHTSA, that no governmental
25 entity is participating in this litigation, and as such, that factor is neutral.
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1 13. The Court also finds that the reaction of the Settlement Classes supports
2 final approval of the Settlement. The number of objections and requests for exclusion
3 demonstrate that the Settlement Classes, which contains approximately three million
4 Class Vehicles, views the settlement favorably. As to the objections, the Court
5 overrules each and every objection on their merits.
6

7 14. The Settlement is also not the product of collusion. The Court finds that
8 the settlement was negotiated at arms'-length by experienced counsel and required the
9 assistance of an experienced mediator, Hon. Edward A. Infante (Ret.), to achieve. In
10 addition, the Parties did not discuss Class and Plaintiffs' Counsel's fee and expense
11 request until after the relief to the Classes had been agreed upon.
12

13 15. The Court finds the factors recently added to Fed. R. Civ. P. 23(e)(2)
14 substantially overlap with the factors the Ninth Circuit has enumerated above, and that
15 each supports final approval of the Settlement.
16

17 16. The Court reaffirms its appointment of Elizabeth A. Fegan of Fegan Scott
18 LLC and Steve W. Berman of Hagens Berman Sobol Shapiro LLP as Class Counsel
19 and Plaintiffs Kimberly Elzinga, Patti Talley, Ramtin Zakikhani, Brenda Evans,
20 Anthony Vacchio, Minda Briaddy, Lucille Jacob, Carla Ward, and Pepper Miller as
21 Class Representatives of the Hyundai Settlement Class, and Plaintiffs Theodore
22 Maddox, Jacqueline Washington, Ana Olaciregui, Elaine Peacock, Melody Irish,
23 Donna Tinsley, Adam Pluskowski, Ricky Barber, and Cindy Brady as Class
24 Representatives of the Kia Settlement Class.
25

26 17. The Court approves the list of opt-outs attached hereto as Exhibit A and
27 determines that **Exhibit A** is a complete list of all Settlement Class Members who
28 timely have requested exclusion from the Settlement Classes and, accordingly, shall

1 neither share in nor be bound by the Final Approval Order, subject to the terms of the
2 Settlement Agreement.

3 18. The Court adjudges that the Class Representatives and the Settlement
4 Classes have conclusively compromised, settled, dismissed, and released any and all
5 claims against the Releasees.
6

7 19. The Court declares that the Settlement Agreement and this Final Approval
8 Order to be binding on and have res judicata and preclusive effect in all pending and
9 future lawsuits or other proceedings encompassed by the release and the released
10 claims maintained by or on behalf of the Releasors.
11

12 20. The Court dismisses on the merits and with prejudice the complaints in
13 this Action without fees or costs except as provided in the Settlement Agreement.

14 21. Effective as of the date of this Order, to the fullest extent permitted by
15 law, the Court orders and enters a permanent injunction barring and enjoining the
16 Settlement Classes from commencing, filing, initiating, instituting, prosecuting,
17 maintaining, or consenting to any action against the Released Persons with respect to
18 the Released Claims; and the terms of the release shall not apply to the exclusions
19 listed on **Exhibit A** hereto or to any other persons the Parties agree in writing
20 submitted timely and valid requests for exclusion and should also be listed as opt-outs
21 unless such persons elect to claim the benefits set forth in the Settlement Agreement
22 thereby choosing to rescind their requests for exclusion from the Settlement Classes.
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24 22. The Court hereby authorizes the Parties, without further approval from the
25 Court, to adopt such amendments, modifications and expansions of the Settlement
26 Agreement and all Exhibits hereto as: (i) shall be consistent in all material respects
27 with this Final Approval Order; and (ii) do not limit the rights of the Parties or the
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1 Settlement Classes.

2 23. If the Effective Date does not occur for any reason whatsoever, this Final
3 Approval Order shall be deemed vacated and shall have no force or effect whatsoever.

4 24. Without affecting in any way the finality of the judgment entered under
5 this Final Approval Order, this Court reserves continuing and exclusive jurisdiction
6 over the Parties, including the Settlement Classes, and the execution, consummation,
7 administration and enforcement of the terms of the Settlement Agreement.
8

9 IT IS SO ORDERED this _____ day of _____, 2023.

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13 _____
14 Hon. Stanley Blumenfeld, Jr.
15 United States District Judge
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