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11
12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14
15 *In re ZF-TRW Airbag Control Units
Products Liability Litigation*

16 ALL CASES AGAINST THE
17 HYUNDAI-KIA AND MOBIS
18 DEFENDANTS

MDL No. 2905

Judge: John A. Kronstadt

19 **REPLY IN SUPPORT OF MOTION
20 FOR FINAL APPROVAL OF CLASS
SETTLEMENT, AND AWARD OF
ATTORNEYS' FEES, EXPENSES,
AND SERVICE AWARDS TO
SETTLEMENT CLASS
REPRESENTATIVES**

21 Date: September 29, 2025

22 Time: 8:30 a.m.

23 Dept.: Courtroom 10C

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1 **I. INTRODUCTION**

2 The Settlement before the Court provides *at least* \$75,700,000 in value (non-
3 reversionary cash and other benefits) to settle consumer claims stemming from the
4 purchase or lease of allegedly defective Hyundai and Kia Subject Vehicles.¹ The
5 Settlement compensates Settlement Class members for their economic losses in
6 paying for vehicles with a defective DS84 ACU, and releases only related claims.

7 Through the Settlement, Class members may claim payments from a non-
8 reversionary fund for: (a) reimbursements for out-of-pocket costs incurred to obtain
9 a Recall Remedy, and (b) cash payments of up to \$350 for Recalled Vehicles and up
10 to \$150 for Unrecalled Vehicles. *See* Settlement Agreement (“SA”), ECF 1027-1,
11 § III. Should either Hyundai or Kia recall additional Subject Vehicles during the
12 one-and-a-half-year claims period, Settlement Class members with those vehicles
13 will be eligible for the Recall-related compensation. These cash benefits reasonably
14 reflect the monetary harms Plaintiffs contend were caused by the Settling
15 Defendants in this case. The Settlement resolves claims against the Settling
16 Defendants only; Hyundai and Kia Class members will continue to pursue their
17 economic losses from the ACU Defect that are fairly attributable to the ZF and ST
18 Defendants, too.

19 Additional, valuable Settlement benefits include: (a) a New Parts Warranty
20 valued by a leading warranty expert at \$13.6 million, plus substantially more in the
21 event of a future recall (*see* Kleckner Declaration, ECF 1046-3); SA § III.F (b) the
22 Settling Defendants’ obligation to spend \$3.5 million to increase Recall Remedy
23 completion through an Outreach Program (and to deposit any unspent balance into
24 the Settlement Fund); SA § III.G; (c) a commitment to provide a Future Rental Car
25 Reimbursement, Loaner Vehicle and Outreach Program to minimize inconvenience
26 to complete repairs in the open Recall, and to continue those efforts for any future

27 _____
28 ¹ Capitalized terms not defined herein have the meaning provided in the Settlement Agreement, ECF 1027-1.

1 recall for the ACU Defect, expected to provide \$10 million in additional value to
2 the Class; SA § III.H, *see also* ECF 1031-1 (declaration on anticipated value of
3 these efforts from Hyundai-Kia); and (d) an innovative, ten-year-long Inspection
4 Program. SA § III.E.

5 This is an excellent result for Hyundai and Kia Class members, reached after
6 more than six years of litigation and investigation, arms-length settlement
7 negotiations under the guidance of the Court-appointed Settlement Special Master,
8 and with many of Plaintiffs’ claims dismissed by the Court in an earlier pleading
9 challenge.

10 In light of this strong result, and as detailed below, the already clear and
11 positive response from the Settlement Class—with more than a year and a half left
12 before the March 2027 claims deadline²—the Court should affirm its earlier
13 conclusion that the Settlement is “fair, reasonable, and adequate” (*see* ECF 1036,
14 Order granting preliminary approval (“Prelim. Order”) at 21) and grant its final
15 approval.

16 **II. ARGUMENT**

17 **A. The notice and claims program has already been a success, with** 18 **more than a year and a half left to go.**

19 After the Court’s preliminary approval of the Settlement, JND launched the
20 robust notice campaign to resounding success. To reach potential Class members,
21 JND issued over 6 million individual email notices and 3 million postcard notices
22 that contained the Court-approved notice language, informing Class members of
23 their rights and the benefits under the Settlement. Supplemental Keough Decl.
24 (“Keough Decl.”) ¶¶ 3-4. Through these comprehensive efforts, “more than 96% of
25

26 ² The claims period runs for 18 months from the date of a Final Approval Order, *see*
27 SA II.A.4, and the March 2027 date provided here assumes, for illustrative
28 purposes, that the Court finally approves the settlement at the September 29, 2025
hearing.

1 the potential Class members” received notice, exceeding even the high end of the
2 Federal Judicial Center’s 70-95% standard. Keough Decl. ¶ 24.

3 The Class has responded with near-universal support. From a Class
4 associated with 3.7 million Hyundai and Kia Subject Vehicles, only three Class
5 members have objected to any aspect of the Settlement, and only 68 valid opt outs
6 (0.00008% and 0.0018% respectively). As with the Toyota settlement—which had a
7 nearly identical count of objections and opt-outs—these vanishingly small figures
8 reflect the Class’s approval of the Settlement. *See* ECF 843 at 14 (collecting
9 relevant cases and approving Toyota settlement in this litigation); *see also Hanlon*
10 *v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (“[T]he fact that the
11 overwhelming majority of the class willingly approved the offer and stayed in the
12 class presents . . . positive commentary as to its fairness.”); *Foster v. Adams &*
13 *Assocs., Inc.*, No. 18-CV-02723-JSC, 2022 WL 425559, at *6 (N.D. Cal. Feb. 11,
14 2022) (“Courts have repeatedly recognized that the absence of a large number of
15 objections” is a factor suggesting “that the terms of a proposed class settlement
16 action are favorable to the class members.”).

17 In contrast, Hyundai and Kia Class members have moved quickly to show
18 their engagement and support. As of September 8, 2025, and only weeks into the
19 one-and-a-half-year claims period, JND has received nearly 80,000 claim forms.
20 Keough Decl. ¶ 19. This is a strong showing that will only increase as Class
21 members continue to submit claims in the coming year and a half.

22 The parties are focused to ensure that the remaining 18+ months will meet
23 with continued interest and success. To that end, the parties will continue to consult
24 with the Settlement Notice Administrator on the efficacy and appropriate timing for
25 supplemental or reminder notice campaigns in advance of the claims deadline.
26 These efforts, and others to come, will continue to generate a significant number of
27 additional claims.

28 All in all, the favorable reaction from the Class to date strongly supports

1 approval. Indeed, “the Court may appropriately infer that a class action settlement
2 is fair, adequate, and reasonable when few class members object to it.” *Foster*, 2022
3 WL 425559, at *6. The record unquestionably supports that inference here. *See*,
4 *e.g.*, ECF 843 at 14 (concluding 67 exclusions and three objections was a “low
5 proportion” of Toyota Settlement Class and supported settlement approval);
6 *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009) (approving district
7 court’s finding of “favorable reaction” to settlement with fifty-four objections in
8 class of approximately 376,000); *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566,
9 577 (9th Cir. 2004) (same where forty-five of 90,000 class members objected, and
10 500 opted out); *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D.
11 Cal. 2010) (approving settlement where 4.86% of the class opted out).

12 **B. The Court should overrule the few objections received.**

13 The three objections from Eve-Blue (“Blue”), Joel Kolander (“Kolander”),
14 and Steven Saunders (“Saunders”) all focus on the same concern: the potential for
15 personal injury claims and attendant medical and property damage expenses that
16 could arise if their ACUs fail in future crashes.³ These objections each
17 misunderstand the scope of the Settlement—which expressly *excludes* these kind of
18 personal injury claims. None of the objectors’ arguments disturb the Court’s prior
19 reasoned conclusion that the Settlement is “fair, reasonable, and adequate.” Prelim.
20 Order at 21. Each objection should be overruled.

21 **1. The Settlement provides fair compensation from the Settling**
22 **Defendants for Class members’ economic losses.**

23 The objectors’ arguments as to the potential expenses that could arise from
24 ACU failures in future crashes misunderstand the Settlement’s structure and the
25 limited economic claims released. As outlined in the introduction above, the
26 Settlement secures a non-reversionary \$62.1 million fund for cash payments to
27 Class members and delivers valuable non-monetary relief: an Outreach Program to

28 ³ These objections were submitted via mail, copies are attached hereto in an
Appendix.

1 accelerate DS84 ACU repairs for Recalled Vehicles, loaner vehicles and rental car
2 reimbursements, a 10-year New Parts Warranty (valued at \$13.6 million), and a 10-
3 year Settlement Inspection Program. This is fair compensation from the Settling
4 Defendants for economic losses Class members incurred when they overpaid for a
5 defective product. *See* Motion for Final Approval at 13-14. This Court recognized
6 the same and previously found the Settlement relief is adequate and reasonable. *See*
7 Prelim. Order at 20-21.

8 Nevertheless, the objectors each argue that the residual distribution amounts
9 are inadequate because of concerns the ACU Defect may result in a personal injury.
10 *See* Saunders (arguing that payments of \$150-\$350 are “wholly insufficient given
11 the potential for catastrophic injury or death”); Blue (arguing settlement
12 compensation is insufficient to cover “medical expenses, aftercare expenses, lost
13 wages, etc.” that could result from a potential accident); Kolander (same, regarding
14 “medical costs should I experience injury”).

15 The Court can readily resolve these unfounded concerns. The Settlement
16 ***does not*** release personal injury, wrongful death, or property damage claims. In
17 fact, Class members expressly reserve all rights to pursue those claims and the
18 potential resulting damages the objectors raise. *See* ECF 1027-1 at 42 (“Plaintiffs
19 and Class members are not releasing and are expressly reserving all rights relating
20 to claims for personal injury, wrongful death, or actual physical property damage
21 arising from an incident involving a Subject Vehicle, including the deployment or
22 non-deployment of an airbag.”).

23 Next, objectors Kolander and Blue argue that the residual distribution
24 payments are not sufficient to pay for a complete ACU replacement and related
25 expenses in Unrecalled Vehicles. *See* Kolander (arguing that the Settlement will not
26 cover his costs to buy, ship, and compensate labor to replace the ACU should it
27 “become defective”); Blue (“\$150 wouldn’t be enough to replace the faulty part.”).
28 Objector Kolander relatedly notes his preference to “have new parts installed and a

1 New Parts Warranty, similar to actions done for the ‘Recalled Vehicles.’” At
2 bottom, what these objectors are effectively asking for is a recall. But consumer
3 Plaintiffs cannot, through settlement, compel a recall to replace ACUs because a
4 recall determination rests with NHTSA, not Plaintiffs. Instead, and within the
5 purview of Plaintiffs’ civil claims, the Settlement provides compensation from the
6 Settling Defendants for Class members’ alleged economic damages in *overpaying*
7 for a Subject Vehicle with a latent defect, and releases only related claims.

8 The Settlement also addresses Kolander and Blue’s interest in Recall-related
9 relief. If Unrecalled Vehicles are later recalled, recall repairs would be free to Class
10 members (and again, any claims for property damage would not have been
11 released). And under the Settlement terms, Class members with later-recalled
12 vehicles will receive the same New Parts Warranty as the currently Recalled
13 Vehicles, running for ten years from date of that future recall. *See* SA § III.F
14 (“Hyundai and Kia shall extend the New Parts Warranty’s coverage for the parts
15 installed pursuant to the future recall . . . for ten (10) years from the date of the
16 future recall.”). The Settlement also ensures that Class members with Unrecalled
17 Vehicles may seek reimbursement for out-of-pocket costs if a future recall occurs
18 during the Settlement claims period. *Id.* (providing for out-of-pocket
19 reimbursements “[s]hould Unrecalled Vehicles be subject to a Recall before the
20 Claims Period expires.”). These terms ensure that Class members are protected and
21 compensated in the event of future regulatory action or other recall decisions from
22 Hyundai or Kia.

23 Finally, it bears mention that the Settlement, through the Inspection Program,
24 *does* address the objectors’ underlying concerns about the safety of Unrecalled
25 Vehicles and their desire for a recall. Although only NHTSA can compel a recall,
26 the Inspection Program requires fulsome investigation and documentation of any
27 field failures that may inform that decision. *See id.* at 69-71. The Settlement thus
28 secures heightened scrutiny for incidents in Unrecalled Vehicles, strengthening the

1 Settlement’s commitment to Class members’ safety through the avenues available
2 to consumer Plaintiffs. Indeed, the Settlement ensures that Unrecalled Vehicles will
3 receive protections commensurate with those of Recalled Vehicles should NHTSA
4 make a recall determination.

5 Accordingly, for the foregoing reasons, each objection should be overruled.

6 **2. Class Counsel’s fee request is reasonable and well supported.**

7 Objector Saunders also briefly opposes Settlement Class Counsel’s fee
8 request (for \$20,093,033.30 in attorneys’ fees). Per the Saunders objection, an
9 attorneys’ fee of one-third of the Settlement is too high because it is
10 “disproportionate” to the individual payment amounts for Class members. *See*
11 Saunders at 1. On this, the Saunders objection is at odds with the legal standards for
12 attorneys’ fees in this Circuit. Applying the relevant standards, this Court found at
13 the preliminary approval phase that “the parties have not allocated a
14 disproportionate amount of the settlement to be paid to counsel,” and that attorneys’
15 fees up to “a 33% recovery award is within the range of what is reasonable” in this
16 case. Prelim. Order at 20, 24. There is no cause to revisit the Court’s well-founded
17 conclusions.

18 At the outset, the Saunders objection does not consider the full, calculable
19 value of the relief obtained for the Class through the Settlement, which is the
20 correct measure against which to assess the requested fees. *See In re Zoom Video*
21 *Comm’ns, Inc. Priv. Litig.*, No. 20-cv-02155-LB, 2022 WL 1593389, at *10 (N.D.
22 Cal. April 21, 2022); Final App. Br. at 31 (collecting authority for the inclusion of
23 non-monetary benefits in settlement value). Appropriately calculated, the attorneys’
24 fee request here is at most 26.5% of the Settlement value, which includes the \$62.1
25 million Settlement Amount and the \$13.6 million New Parts Warranty for Recalled
26 Vehicles. *See* Final App. Br at 27-28. This percentage, conservatively, does not
27 account for the prospective value of Hyundai-Kia’s obligation to provide a New
28 Parts Warranty in the event of a future recall—which would reduce the fee

1 percentage to 15.9%—or the material (although not calculated) value to the Class of
2 the ten-year Inspection Protocol. In sum, the Saunders objection’s argument that
3 “nearly one-third” of the total Settlement is too high for attorneys’ fees is based on
4 an inaccurate premise as to the percentage sought.

5 But regardless—whether the percentage is 15.9% (including the value of *all*
6 New Parts Warranty obligations), 26.5% (including only the New Parts Warranty
7 obligations for Recalled Vehicles), or 32.4% (most conservatively as to just the
8 Settlement Amount)—the requested attorneys’ fees are reasonable. Objector
9 Saunders’ personal reaction to the request is out of step with the law of this Circuit,
10 which is the controlling framework to assess attorneys’ fees here. *See, e.g.,*
11 *Hernandez v. Dutton Ranch Corp.*, No. 19-CV-00817-EMC, 2021 WL 5053476, at
12 *6 (N.D. Cal. Sept. 10, 2021) (“[d]istrict courts . . . routinely award attorneys’ fees
13 that are one-third of the total settlement fund . . . [and] [s]uch awards are routinely
14 upheld by the Ninth Circuit.”); *Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, No.
15 CV 16-03157 PSG (JEMX), 2024 WL 4267431, at *4 (C.D. Cal. Sept. 17, 2024)
16 (“A 33% award . . . aligns with cases of similar complexity and lengthy litigation
17 history”); *In re Am. Apparel, Inc. S’holder Litig.*, No. CV 10–06352 MMM
18 (JCGX), 2014 WL 10212865, at *23 (C.D. Cal. July 28, 2014) (“[I]n most common
19 fund cases, the award exceeds th[e] [25%] benchmark.”); Final App. Br. at 31-32
20 (collecting cases with fee awards of 33% or more of the settlement value).

21 Separately, Saunders is off base in comparing Settlement Class Counsel’s fee
22 request to *individual* Class member recoveries. The relevant barometer for the
23 requested fees is the “*overall result and benefit to the class.*” *See In re Omnivision*
24 *Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) (emphasis added); *see*
25 *also Banh v. American Honda Motor Company, Inc.*, No. 2:19-cv-05984-RGK-AS,
26 2021 WL 3468113, at *7 (C. D. Cal. June 3, 2021) (“[I]t is the complete package
27 taken as a whole . . . that must be examined for overall fairness.”). On that score, *at*
28

1 least \$75.7 million in value, there can be little doubt that the Class obtained a
2 substantial result here or that the fee request is reasonable.

3 Moreover, a lodestar cross check, the other relevant measure, further affirms
4 that the requested fees are reasonable. Settlement Class Counsel’s requested
5 multiplier—1.92 with anticipated future time and 2.0 without—is at or below the
6 midpoint of the “presumptively acceptable range of 1.0-4.0” in this Circuit. *Dyer v.*
7 *Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014); *see also* Final App.
8 Br. at 40-42.

9 At bottom, under all applicable standards, the requested attorneys’ fees are
10 fair, reasonable, and should be approved, and Saunders’ short objection on this
11 point should be overruled.

12 **CONCLUSION**

13 Plaintiffs respectfully request that the Court overrule the three objections;
14 certify the Settlement Class and appoint Settlement Class Counsel and Class
15 Representatives; grant final approval to the Settlement; approve \$2,500 service
16 awards for the Settlement Class Representatives;⁴ and approve an award of
17 \$20,093,033.30 in attorneys’ fees and \$400,000 in reasonable litigation expenses
18 incurred.

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Dated: September 8, 2025

Respectfully submitted,

/s/ Roland Tellis

BARON & BUDD, P.C.

Roland Tellis (SBN 186269)

rtellis@baronbudd.com

David Fernandes (SBN 280944)

26 ⁴ There are 20 Settlement Class Representatives: Larae Angel, Bobbi Jo Birk-
27 LaBarge, John Colbert, Brian Collins, Gerson Damens, Bonnie Dellatorre, Dylan
28 DeMoranville, Joseph Fuller, Tina Fuller, Lawrence Graziano, Michael Hernandez,
Kinyata Jones, Diana King, Richard Kintzel, Carl Paul Maurilus, Kenneth Ogorek,
Burton Reckles, Dan Sutterfield, Amanda Swanson, and Lore Van Houten.

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CERTIFICATE OF SERVICE

I hereby certify that on September 8, 2025, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record, including counsel for Defendants.

/s/ Adam Tamburelli

APPENDIX - OBJECTIONS

re ZF-TRW Airbag Control Units Products Liability Litigation

Objection

Eve-Blue

320 Lloyd Street, #210

Williamston, MI 48895

517-303-5727

KMHE24L18GA036014

The date of purchase: February, 2023

My vehicle is not covered under the recall, and \$150 wouldn't be enough to replace the faulty part. I'm on a low, fixed income, so I simply can't afford to shell out for the part on spec. The company who made the faulty part should recall all of them, and bear the total expense for replacing all the parts, including reimbursement for time lost getting it replaced.

If someone is in accident where the airbag fails to deploy due to this faulty part, and someone(s) is injured due to that failure, the company who made the part should bear all medical expenses, aftercare expenses, lost wages, etc., that result from that injury. If someone dies as a result of this faulty part, the company who made the part should pay all of the aforementioned expenses, as well as probate expenses and punitive damages to the deceased's next of kin.

These expenses can amount to literally millions of dollars per injury. In comparison to the potential damage, offering \$350 is a grave insult, the extremity of which insult is really beyond words.

We have airbags for a reason, and people who buy or lease vehicles need to be able to count on them deploying when they are needed. They can't just say, "Oh, sorry, we cut corners and now your partner is dead and you have a million in medical expenses to pay off while raising three kids on one income. Sucks to be you, here's \$350." That's ridiculous.

Sincerely,



Eve-Blue

- MDL case name: (*In re ZF-TRW Airbag Control Units Products Liability Litigation*);
- Name: Joel Kolander
- Address: 6009 93rd Ave W. Taylor Ridge, IL, 61284
- Phone: 309.269.7243
- VIN: 5NPEB4AC9EH892730
- Date of Purchase: April 5, 2014

My name is Joel Kolander and I am writing to object to the Class Action Settlement in the "In Re: ZF-TRW Airbag Control Units Products Liability Litigation, Case No. 2:19-mj-02905-JAK-JPR (C.D. Cal.)." I believe my objection applies to the subset of the Class categorized with "Unrecalled vehicles."

My car, a 2014 Hyundai Sonata, is an "Unrecalled Vehicle" as relayed to me by the website "www.ACUSettlement.com," a site I was directed to by a mailer sent by "JND Legal Administration."

I am objecting to the reimbursement amount of \$150 for an unrecalled vehicle. Should my airbag be or become defective, \$150 will neither cover the cost of replacing/repairing the airbag, nor cover medical costs should I experience injury because the federally mandated airbag is non-functional.

Since I do not know the exact parts required to be replaced in order for the airbag to be functional, I cannot give an exact price on HOW inadequate the \$150 truly is. However, an airbag for a 2014 Hyundai Sonata (part 56900-3Q200-RY) as found on <https://hyundai.oempartsonline.com/> is on SALE for \$811.79 (as of Aug 4, 2025). An airbag control module on the same site for the same make/model car (part no. 95910-4R010) is also on sale for \$284.75 (also as of Aug 4, 2024). Of course, neither of these prices includes tax, shipping, nor the labor required to install them by a qualified professional. Other parts may also be required and my simple search is by no means an exhaustive nor professional diagnosis of the required parts/repairs.

The \$150 offered by the settlement is entirely inadequate to ensure my safety and the safety of any other drivers affected by these potentially defunct, federally required safety devices. It would be my preference to have new parts installed and a New Parts Warranty provided, similar to actions done for the "Recalled Vehicles."

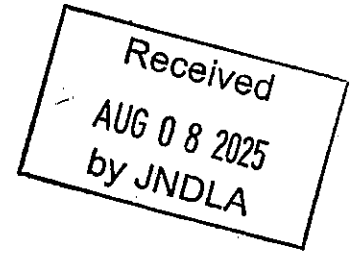
I am not represented by a lawyer in submitting this objection. I have submitted it as faithfully as I can per the specific instructions given in FAQ #25 on [ACUSettlement.com](http://www.ACUSettlement.com). Please contact me for any additional clarification that I can offer.

Sincerely,



Hyundai-Kia Airbag Control Unit Settlement

c/o JND Legal Administration
PO Box 91478
Seattle, WA 98111



Re: Formal Objection to Proposed Settlement – Hyundai-Kia Airbag Control Unit Litigation

To Whom It May Concern,

I am writing to formally object to the proposed class action settlement in the Hyundai-Kia Airbag Control Unit Litigation. I am the owner of a 2017 Hyundai Sonata Sport, VIN 5NPE34AF6HH452749, which is identified as a class vehicle under this settlement. After reviewing the terms, I believe the proposed resolution is inadequate and unfair to affected consumers for the following reasons:

1. ****Inadequate Compensation for Life-Threatening Risk****: The defect in question—electrical overstress in the airbag control unit—can result in total failure of the airbag system during a crash. This poses a direct threat to life and safety. Offering a maximum of \$150–\$350 in exchange for waiving future liability is wholly insufficient given the potential for catastrophic injury or death. The settlement fails to reflect the seriousness of the risk and does not provide meaningful restitution for the danger consumers unknowingly face.
2. ****Excessive Attorney Fees Relative to Consumer Relief****: The proposed allocation of over \$20 million in attorney fees—nearly one-third of the total \$62.1 million fund—is disproportionate to the compensation offered to class members. Most consumers will receive only a fraction of that amount, while legal counsel receives a windfall. This imbalance undermines the integrity of the settlement and suggests that the interests of the class were not adequately prioritized.
3. ****Lack of Transparency and Long-Term Risk Exposure****: The settlement does not adequately address the long-term implications of the defect, particularly for unrecalled vehicles that may still contain the same faulty ACU hardware. The risk of failure may not manifest until years later, yet consumers are asked to waive all future claims now. This creates an unacceptable burden on vehicle owners who may suffer harm long after the settlement is finalized, with no recourse.

For these reasons, I respectfully urge the Court to reject or revise the proposed settlement to ensure that it provides fair, proportional, and transparent relief to all affected vehicle owners.

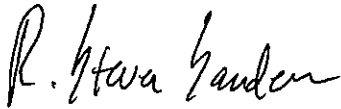
I do not intend to appear at the fairness hearing, but I request that this objection be considered in the Court's review.

Sincerely,

Steven Saunders

3528 Beebe Court North Las Vegas, NV 89032
Owner of 2017 Hyundai Sonata Sport

VIN: 5NPE34AF6HH452749

A handwritten signature in black ink that reads "R. Steven Saunders". The signature is written in a cursive style with a large initial "R".

August 4, 2025

Ronald Saunders
3528 Beebe Court
North Las Vegas, NV 89032

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Hyundai-Kia Airbag Control Unit Settlement
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