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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
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10 *In re ZF-TRW Airbag Control Units*
11 *Products Liability Litigation*

MDL No. 2905

12 ALL CASES AGAINST THE
13 HYUNDAI-KIA AND MOBIS
14 DEFENDANTS
15

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, AND GRANTING
ATTORNEYS' FEES, EXPENSES, AND
SERVICE AWARDS**

1 WHEREAS, the Court, having considered the Settlement Agreement (ECF
2 1027-1) between and among the Settlement Class Representatives, Settlement Class
3 Counsel, and Defendants Hyundai Motor Company, Hyundai Motor America, Kia
4 Corporation, Kia America, Inc., Hyundai Mobis Co., Ltd. and Mobis Parts America,
5 LLC (collectively, “Settling Defendants”)¹; the Court’s April 14, 2025 Order re
6 Preliminary Approval of Class Settlement and Direction of Notice (ECF 1025) (the
7 “Preliminary Approval Order”); and Plaintiffs’ motion for Final Approval of Class
8 Settlement, and Award of Attorneys’ Fees, Expenses, and Service Awards and the
9 memoranda in support (ECF 1046), having held a Fairness Hearing on September 29,
10 2025, and having considered all of the submissions and arguments with respect to the
11 Settlement, and otherwise being fully informed, and good cause appearing therefor;

12 **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. This Order Granting Final Approval of Class Action Settlement (“Final
14 Approval Order”) incorporates herein the Settlement Agreement and its exhibits and
15 the Preliminary Approval Order. Unless otherwise provided herein, the terms defined
16 in the Settlement Agreement and Preliminary Approval Order shall have the same
17 meanings for purposes of this Final Approval Order and accompanying Final
18 Judgment.

19 2. The Court has personal jurisdiction over the parties to the Settlement
20 Agreement and all Settlement Class members, and has subject matter jurisdiction to
21 finally approve the Settlement Agreement, grant final certification of the Class, settle,
22 and release all claims released in the Settlement Agreement, and dismiss the Action
23 with prejudice as to the Settling Defendants and enter final judgment in each Action as
24 to the Settling Defendants. Venue is proper in this District.

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28 ¹ Capitalized terms not defined herein have the same definitions and meanings used in
the Settlement Agreement.

I. CERTIFICATION OF THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the Settlement, all responses thereto, and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

[A]ll persons or entities who or which, on the date of the Preliminary Approval Order, own or lease, or previously owned or leased, Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions. Excluded from this Class are: (a) Hyundai and Kia, their officers, directors, employees, and outside counsel; their affiliates and affiliates’ officers, directors, and employees; their distributors and distributors’ officers and directors; and Hyundai’s and Kia’s Dealers and their officers and directors; (b) the Mobis Defendants, their officers, directors employees, and outside counsel, and their affiliates and affiliates’ officers, directors, and employees; (c) Settlement Class Counsel, Plaintiffs’ counsel, and their employees; (d) judicial officers and their immediate family members and associated court staff assigned to this case; (e) all persons or entities who previously released their economic loss claims with respect to the issues raised in the Action in an individual settlement with Hyundai and Kia, with the Mobis Defendants, or with any of them; and (f) persons or entities who or which timely and properly exclude themselves from the Class.

The Court finds that only those persons/entities/organizations listed on Appendix A to this Final Approval Order have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Approval Order or the accompanying Final Judgment.

1 4. Since this Court granted preliminary approval, there have been no
2 “material changes to any of the information relevant to the application of the factors
3 that are used to determine whether the certification of a class is appropriate under Fed.
4 R. Civ. P. 23.” *Miller v. Wise Co., Inc.*, No. ED CV17-99616-JAK (PLAx), 2020 WL
5 1129863, at *4 (C.D. Cal. Feb. 11, 2020).

6 5. Therefore, the Court confirms, for settlement purposes and conditioned
7 upon the entry of the Final Approval Order and Final Judgment and upon the
8 occurrence of the Effective Date, that the Class meets all the applicable requirements
9 of Fed. R. Civ. P. 23(a) and (b)(3). The Court previously addressed the applicable Rule
10 23 elements in the Preliminary Approval Order and reaches the same conclusions
11 herein. The Court summarizes its prior findings for purposes of Final Approval

12 a. *Numerosity*. The Class, which is ascertainable, consists of those owners
13 and lessees at the date of the Preliminary Approval Order and former owners and
14 lessees of at least 3.7 million Class Vehicles located throughout the United States and
15 satisfies the numerosity requirement of Fed. R. Civ. P. 23(a)(1). Joinder of these
16 widely dispersed, numerous Settlement Class members into one suit would be
17 impracticable. *See* Preliminary Approval Order at 12-13.

18 b. *Commonality*. Several questions of law or fact regarding Settling
19 Defendants’ alleged activities are common to all Hyundai-Kia Class members, and
20 therefore commonality is satisfied under Fed. R. Civ. P. 23(a)(2). *See* Preliminary
21 Approval Order at 13.

22 c. *Typicality*. The claims of Settlement Class Representatives are typical of
23 the claims of the Hyundai-Kia Class members they seek to represent for purposes of
24 settlement, and therefore Fed. R. Civ. P. 23(a)(3) is satisfied. *See* Preliminary
25 Approval Order at 13-14.

26 d. *Adequate Representation*. The Settlement Class Representatives’ interests
27 do not conflict with those of absent members of the Class, and are co-extensive with
28 those of absent Settlement Class members. Additionally, this Court recognizes the

1 experience of Co-Lead Counsel and Settlement Class Counsel. The Settlement Class
2 Representatives and their counsel have prosecuted this Action vigorously on behalf of
3 the Class. The Court finds that the requirement of adequate representation of the Class
4 has been fully met under Fed. R. Civ. P. 23(a)(4). *See* Preliminary Approval Order at
5 14-15.

6 e. *Predominance of Common Issues.* The Settlement Class Representatives
7 allege a common course of fraudulent conduct by the Settling Defendants that applies
8 to all Settlement Class members and is central to their claims. Questions of law or fact
9 common to the Settlement Class members, as it pertains to consideration of the
10 Settlement, predominate over any questions affecting any individual Class member.
11 Therefore, the Court finds that the predominance requirement of Fed. R. Civ. P.
12 23(b)(3) is met. *See* Preliminary Approval Order at 15-16.

13 f. *Superiority of the Class Action Mechanism.* The class action mechanism
14 provides a superior procedural vehicle for settlement of this matter compared to other
15 available alternatives. Class certification promotes efficiency and uniformity of
16 judgment because the many Settlement Class members will not be forced to separately
17 pursue claims or execute settlements in various courts around the country. Therefore,
18 the Court finds that the superiority requirement of Fed. R. Civ. P. 23(b)(3) is met. *See*
19 Preliminary Approval Order at 16.

20 6. The Court finds that the Settlement Class Representatives have
21 adequately represented the Class for purposes of entering into and implementing the
22 Settlement Agreement, and confirms its appointment of the following Settlement
23 Class Representatives: Larae Angel, Bobbi Jo Birk-LaBarge, John Colbert, Brian
24 Collins, Gerson Damens, Bonnie Dellatorre, Dylan DeMoranville, Joseph Fuller, Tina
25 Fuller, Lawrence Graziano, Michael Hernandez, Kinyata Jones, Diana King, Richard
26 Kintzel, Carl Paul Maurilus, Kenneth Ogorek, Burton Reckles, Dan Sutterfield,

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1 Amanda Swanson, and Lore Van Houten.² The Court finds that these Settlement Class
2 members have adequately represented the Class for purposes of entering into and
3 implementing the Settlement Agreement.

4 7. The Court confirms its appointment of Baron & Budd, P.C. and Lieff
5 Cabraser Heimann & Bernstein, LLP; Ahdoot & Wolfson, PC, Beasley, Allen, Crow,
6 Methvin, Portis & Miles, P.C., Bleichmar Fonti & Auld LLP, Boies, Schiller &
7 Flexner L.L.P., Casey Gerry Schenk Francavilla Blatt & Penfield, LLP, DiCello Levitt
8 Gutzler LLC, Gibbs Law Group LLP, Keller Rohrbach L.L.P., Kessler Topaz Meltzer
9 and Check LLP, Podhurst Orseck, P.A., Pritzker Levine LLP, Robbins Geller Rudman
10 & Dowd LLP, and Robins Kaplan LLP as Settlement Class Counsel under Fed. R. Civ.
11 P. 23(g).

12 **II. NOTICE TO SETTLEMENT CLASS MEMBERS**

13 8. The record shows and the Court finds that Class Notice has been given to
14 the Class in the manner approved by the Court in its Preliminary Approval Order
15 (ECF 1036). *See* September 8, 2025 Supplemental Declaration of Jennifer M. Keough
16 on Settlement Notice Program Progress (“Supplemental Keough Decl.”); July 15,
17 2025 Declaration of Jennifer M. Keough re: Settlement Notice Program (ECF 1046-
18 2). The Court finds that the form, content, and methods of disseminating notice to the
19 Settlement Class previously approved and directed by the Court have been
20 implemented by the Parties, and: (a) is reasonable and constitutes the best practicable
21 notice to Settlement Class members under the circumstances; (b) constitutes notice
22 that was reasonably calculated, under the circumstances, to apprise Settlement Class
23 members of all requisite information about the settlement and their rights and
24 obligations thereunder (c) constitutes due, adequate, and sufficient notice to all
25 persons or entities entitled to receive notice; and (d) fully satisfied the requirements of
26 the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23

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28 ² *See* ECF 1027 at 1 n.1.

1 and any other applicable law as well as complying with the Federal Judicial Center's
2 illustrative class action notices.

3 9. The Court further finds that Settling Defendants, through the Settlement
4 Notice and Claims Administrator, provided notice of the Settlement to the appropriate
5 state and federal government officials pursuant to 28 U.S.C. § 1715. *See* July 15, 2025
6 Keough Decl. ¶ 3. Furthermore, the Court has given the appropriate state and federal
7 government officials the requisite ninety (90) day time period to comment on or object
8 to the Settlement before entering its Final Approval Order and Final Judgment.

9 **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

10 10. The Court finds that the Settlement Agreement resulted from extensive,
11 informed, arm's length negotiations conducted in good faith between Co-Lead
12 Counsel, on behalf of the Settlement Class Representatives, and Settling Defendants,
13 through experienced counsel, with the oversight and guidance of the Court-appointed
14 Settlement Special Master Patrick A. Juneau.

15 11. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all
16 respects the Settlement as set forth in the Settlement Agreement and finds that the
17 Settlement Agreement, and all other parts of the Settlement are, in all respects, fair,
18 reasonable, and adequate, and in the best interest of the Class and are in full
19 compliance with all applicable requirements of the Federal Rules of Civil Procedure,
20 the United States Constitution (including the Due Process Clause), the Class Action
21 Fairness Act, and any other applicable law. The Court hereby declares that the
22 Settlement Agreement is binding on all Settlement Class members, except those
23 identified on Appendix A.

24 12. The decisions of the Settlement Notice and Claims Administrator relating
25 to the review, processing, determination, and payment of Claims submitted pursuant to
26 the Settlement Agreement are final and not appealable.

27 13. A district court's role in reviewing a class action settlement is to ensure
28 that it is "fair, adequate, and free from collusion." *Hanlon v. Chrysler Corp.*, 150 F.3d

1 1011, 1026–27 (9th Cir. 1998) (holding that district court should have broad discretion
2 because it “is exposed to the litigants, and their strategies, positions and proof”).
3 Where, as here, “the parties negotiate a settlement agreement before the class has been
4 certified, settlement approval requires a higher standard of fairness and a more
5 probing inquiry than may be normally required under Rule 23(e).” *Roes 1-2 v. SFBSC*
6 *Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019); *In re Apple Inc. Device*
7 *Performance Litig.*, No. 21-15758, 2022 WL 4492078, at *8 (9th Cir. Sept. 28, 2022).

8 14. A number of factors guide the district court in making its determination,
9 including:

10 the strength of the plaintiffs’ case; the risk, expense, complexity, and
11 likely duration of further litigation; the risk of maintaining class action
12 status throughout the trial; the amount offered in settlement; the extent of
13 discovery completed and the stage of the proceedings; the experience and
14 views of counsel; the presence of a governmental participant; and the
15 reaction of the class members to the proposed settlement.
16 *Lane v. Facebook, Inc.*, 9 F.3d 811, 818 (9th Cir. 2012) (citing *Hanlon*, 150 F.3d at
17 1026); *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D.
18 Cal. 2004).

19 15. Fed. R. Civ. P. 23(e) provides further guidance as to the requisite
20 considerations in evaluating whether a proposed settlement is fair, reasonable, and
21 adequate. It states that a court must consider whether:

- 22 (A) the class representatives and Plaintiff’s counsel have adequately
23 represented the class;
24 (B) the proposal was negotiated at arm’s length;
25 (C) the relief provided for the class is adequate, taking into account:
26 (i) the costs, risks, and delay of trial and appeal;
27 (ii) the effectiveness of any proposed method of distributing relief to
28 the class, including the method of processing class-member claims;

- 1 (iii) the terms of any proposed award of attorneys' fees, including
2 timing of payment; and
3 (iv) any agreement required to be identified under Rule 23(e)(3); and
4 (D) the proposal treats class members equitably relative to each other.
5 Fed. R. Civ. P. 23(e)(2).

6 16. In preliminarily approving the Settlement, the Court analyzed the Rule
7 23(e)(2) and Ninth Circuit factors and concluded that the Settlement was fair,
8 reasonable, and adequate. Those conclusions stand and counsel equally in favor of
9 final approval now.

10 17. As of September 8, 2025, the Settlement Special Administrator has
11 received 79,674 Claim Forms. This reflects the Settlement Class's positive
12 engagement with the Settlement, with more than a year and a half remaining in the
13 claims period.

14 18. From a Class of owners and lessees of approximately 3.7 million
15 Hyundai and Kia Class Vehicles, three Class members have objected to any aspect of
16 the Settlement, and only 68 Class members have validly opted out. The positive
17 reaction from the Class strongly supports approval. *See, e.g.*, ECF 843 at 14 (67
18 exclusions and three objections was a "low proportion" of Toyota Settlement Class
19 and supported settlement approval); *Hanlon*, 150 F.3d at 1027 ("the fact that the
20 overwhelming majority of the class willingly approved the offer and stayed in the
21 class presents . . . positive commentary as to its fairness."); *Foster v. Adams &*
22 *Assocs., Inc.*, No. 18-CV-02723-JSC, 2022 WL 425559, at *6 (N.D. Cal. Feb. 11,
23 2022) ("Courts have repeatedly recognized that the absence of a large number of
24 objections to a proposed class action settlement" is a factor suggesting "that the terms
25 of a proposed class settlement [] are favorable to the class members.") (citation
26 omitted); *Franco v. Ruiz Food Prods., Inc.*, 2012 WL 5941801, *14 (E.D. Cal.
27 2012) (positive reaction of class weighed in favor of final approval where there were
28 no objections to the settlement and only two out of 2,055 class members opted out—

1 less than 1%); *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D.
2 Cal. 2010) (approving settlement where 4.86% of the class opted out).

3 19. The Court has carefully considered the objections lodged by Eve-Blue,
4 Joel Kolander, and Steven Saunders, and concludes they do not meaningfully
5 “challenge the reasonableness of [the] class action settlement.” *Ebarle v. Lifelock,*
6 *Inc.*, No. 15-CV-00258-HSG, 2016 WL 5076203, at *7 (N.D. Cal. Sept. 20, 2016).
7 Therefore, all objections are overruled in their entirety.³

8 20. All three objections raise concerns about the potential for damages
9 arising out of personal injury claims. Having reviewed the scope of the Release, the
10 Court acknowledges the Settlement does not release and “expressly reserv[es] all
11 rights relating to claims for personal injury, wrongful death, or actual physical
12 property damage arising from an incident involving a Subject Vehicle, including the
13 deployment or non-deployment of an airbag” (*see* Settlement Agreement § VII.D).
14 The objections are each overruled on this point.

15 21. Objectors Kolander and Blue also raise concerns that the individual
16 payment amounts under the Settlement are not sufficient to pay for an ACU
17 replacement in vehicles that are not subject to a safety recall. However, the decision as
18 to whether a recall (or replacement ACU) is appropriate or required for the Unrecalled
19 Subject Vehicles was the subject of a parallel regulatory investigation from the
20 National Highway Traffic Safety Administration, (“NHTSA”), EA 19-001, and is
21 distinct from the consumer claims at issue and released in the Settlement. The
22 monetary compensation available under the Settlement, including reimbursement for
23 expenses incurred to obtain a Recall Repair and residual payments of up to \$350 for
24 Recalled Vehicles and \$150 for Unrecalled Vehicles, is adequate and reasonable under
25 the facts and circumstances of this case. *See* Preliminary Approval Order at 20-21.
26 The objections from Kolander and Blue are overruled.

27 _____
28 ³ The Court addresses the Saunders’ objection arguments as to attorneys’ fees in the
section below

22. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as (a) shall be consistent in all material respects with this Final Order Approving Class Action Settlement, and (b) do not limit the rights of the Class.

IV. CLASS COUNSEL’S APPLICATION FOR ATTORNEYS’ FEES, COSTS AND EXPENSES, AND SERVICE AWARDS TO CLASS REPRESENTATIVES

23. Class Counsel requests an award of \$20,093,033.30 in attorneys’ fees plus reimbursement of \$400,000 in reasonable costs, for an aggregate total of \$20,493,033.30, for work undertaken in prosecuting the claims resolved by the Settlement. This amount is to be paid from the Settlement Fund. *See* Settlement Agreement, § VIII.

24. Federal Rule of Civil Procedure 23(h) provides that, “[i]n a certified class action, the court may award reasonable attorneys’ fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). “Attorneys’ fees provisions included in proposed class action agreements are, like every other aspect of such agreements, subject to the determination whether the settlement is ‘fundamentally fair, adequate and reasonable.’” *Staton v. Boeing Co.*, 327 F.3d 938, 964 (9th Cir. 2003) (citation omitted). Thus, “courts have an independent obligation to ensure that the award, like the settlement itself, is reasonable.” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011).

25. When, as here, a settlement establishes a calculable monetary benefit for a class, a court has discretion to award attorneys’ fees based on a percentage of the monetary benefit obtained, or by using the lodestar method. *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod. Liab. Litig.*, No. 2672 CRB (JSC), 2017 WL 1047834, at *1 (N.D. Cal. Mar. 17, 2017); *see also Staton*, 327 F.3d at 967. The

1 Settlement is non-reversionary, eliminating any incentive to discourage Settlement
2 Class members' participation in the Settlement, and ensuring that the full value
3 benefits the Class in this litigation.

4 26. Settlement Class Counsel's requested fee represents 26.5% of the
5 Settlement's immediate, total value to the Settlement Class (\$75.7 million), which
6 includes a \$62.1 million Settlement Fund, and a New Parts Warranty valued by
7 Plaintiffs' warranty expert at \$13.6 million. *See* Declaration of Kirk Kleckner, ECF
8 1046-3. This does not include the prospective value of the New Parts Warranty
9 obligations in the event of a future recall, which Kleckner has opined provides an
10 additional \$50.3 million in value for Settlement Class members. Alternatively, focused
11 only on the value of the Settlement Fund, the attorneys' fees represent 32.4% of the
12 Settlement fund.

13 27. This award is well in line with awards in this district and throughout the
14 circuit *See, e.g., Hernandez*, 2021 WL 5053476, at *6 (collecting cases and finding
15 that attorneys' fees awards that are one-third of the total settlement fund "are routinely
16 upheld by the Ninth Circuit"); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-
17 04149 MMM SHX, 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding
18 34% of the \$8,500,000 common fund).⁴

19 28. A lodestar cross-check also confirms the reasonableness of the award
20 sought. The Court has received detailed lodestar billing reports from Settlement Class

21 _____
22 ⁴ In this Circuit, fee awards "exceed [] the [25%] benchmark" in "*most common fund*
23 *cases.*" *In re NCAA Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-MD-2541-
24 CW, 2017 WL 6040065, at *2 (N.D. Cal. Dec. 6, 2017) *aff'd*, 768 F. App'x 651 (9th
25 Cir. 2019) (emphasis added); *see also In re TFT-LCD (Flat Panel) Antitrust Litig.*,
26 No. MDL 3:07-md-1827 SI, 2011 WL 7575003, at *1 (N.D. Cal. Dec. 27, 2011)
27 (awarding attorneys' of 30% of \$405 million settlement fund); *In re Mego*, 213 F.3d at
28 463 (upholding district court's award of 33 1/3 percent of the settlement fund);
Vizcaino, 290 F.3d at 1046 (affirming fee award of 28% of \$96,885,000 settlement
fund under the percentage method); *Boyd v. Bank of Am. Corp.*, No. SACV 13-0561-
DOC (JPRx), 2014 WL 6473804, at *8 (C.D. Cal. Nov. 18, 2014) (awarding 33% of
\$5,800,000 settlement); *Stuart v. RadioShack Corp.*, No. C-07-4499 EMC, 2010 WL
3155645, at *6 (N.D. Cal. Aug. 9, 2010) (awarding 33% of common fund); *Barbosa v.*
Cargill Meat Sols. Corp., 297 F.R.D. 431, 450 (E.D. Cal. 2013) (awarding 33% of
common fund).

1 Counsel. Both the hours worked, and the rates billed (a blended average rate of
2 approximately \$602 per hour) are customary and reasonable. *See, e.g., In re*
3 *Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672
4 CRB (JSC), ECF 3396-2 ¶ 29 (N.D. Cal. June 30, 2017) (noting that the average
5 blended rate of 40 class action settlements approved in that District almost a decade
6 ago, in 2016 and 2017, was \$528.11 per hour); *Herrera v. Wells Fargo Bank, N.A.*, No.
7 8:18-CV-00332-JVS-MRW, 2021 WL 9374975, at *13 (C.D. Cal. Nov. 16, 2021)
8 (approving a blended rate of approximately \$613 per hour); *Perez v. Rash Curtis &*
9 *Assocs.*, No. 4:16-cv-03396-YGR, 2020 WL 1904533, at *20 (N.D. Cal. Apr. 17,
10 2020) (reviewing cases and finding blended rate of \$634.48 to be reasonable).

11 29. The total lodestar yields a multiplier of 1.92, including a reasonable
12 estimate of anticipated future work to implement and protect the Settlement. The
13 lodestar multiplier of 2.0 without anticipated work is likewise reasonable. Both figures
14 are well within the range of reason and supported by the facts of this case. *See Dyer v.*
15 *Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (multipliers of 1.0-4.0
16 are in the “presumptively acceptable range”); *Ochinero v. Ladera Lending, Inc.*, No.
17 SACV 19-1136 JVS (ADSx), 2021 WL 4460334, at *8 (C.D. Cal. July 19, 2021)
18 (“lodestar multipliers of 1.5 to 3.0 are most common”); *see also Vizcaino v. Microsoft*
19 *Corp.*, 290 F.3d 1043, 1048-52 (9th Cir. 2002), 290 F.3d at 1051 n.6 (approving 3.65
20 multiplier, and citing appendix of cases showing “a range of 0.6-19.6, with most . . .
21 from 1.0-4.0 and a bare majority . . . in the 1.5-3.0 range”).

22 30. In sum, both the percentage of the fund and the lodestar multiplier are
23 reasonable in light of the substantial benefits obtained for the Class and the risks and
24 complexities of this litigation.

25 31. The Saunders objection raises a separate argument as to the attorneys’
26 fees request. The Court overrules this objection. First, the Court considers the value of
27 the non-monetary benefits to the Settlement Class as a whole in assessing the
28 reasonableness of the requested fees, and finds that the value of those benefits “can be

1 accurately ascertained.” *Staton*, 327 F.3d at 974. The value of the non-monetary
2 benefits is supported by the record before this Court. *See* ECF 1031-1 (Hyundai-Kia
3 declaration substantiating the value of its commitments to provide the Future Rental
4 Car Reimbursement, Loaner Vehicle and Future Outreach Programs under the
5 Settlement); ECF 1046-3 (Declaration of Kirk Kleckner on valuation for New Parts
6 Warranty). At 26.5% of the calculable value to the Settlement Class, including non-
7 monetary relief, the requested attorneys’ fees are supported by the facts and
8 circumstances in this case and guiding case law, including the Ninth Circuit’s
9 “benchmark” 25% award for attorneys’ fees. *See, e.g., Vizcaino v. Microsoft Corp.*,
10 290 F.3d 1043, 1047 (9th Cir. 2002) (28% of a fund of \$96.88 million); *Staton*, 327
11 F.3d at 968 (setting 25% “benchmark”).

12 32. Notably, this percentage is conservative and does not account for the
13 value of Hyundai’s and Kia’s obligation under the Settlement to provide a New Parts
14 Warranty for any Subject Vehicles recalled in the future.

15 33. Excluding *arguendo* the value of non-monetary relief, the attorneys’ fee
16 request amounts to 32.4% of the \$62.1 million settlement fund. The Court finds that a
17 fee award of 32.4% is reasonable and appropriate under the facts and circumstances of
18 this litigation, which has been underway for over six years. *See, e.g., Hernandez v.*
19 *Dutton Ranch Corp.*, No. 19-CV-00817-EMC, 2021 WL 5053476, at *6 (N.D. Cal.
20 Sept. 10, 2021) (“[d]istrict courts . . . routinely award attorneys’ fees that are one-third
21 of the total settlement fund . . . [and] [s]uch awards are routinely upheld by the Ninth
22 Circuit.”); *Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, No. CV 16-03157 PSG
23 (JEMX), 2024 WL 4267431, at *4 (C.D. Cal. Sept. 17, 2024) (“[a] 33% award . . .
24 aligns with cases of similar complexity and lengthy litigation history”).

25 34. An upward adjustment from the benchmark is warranted here, where
26 substantial payments and meaningful non-monetary benefits have been obtained for
27 Class members, the case has proceeded for six years and Counsel took the case on
28

1 contingency. *See, e.g., Vizcaino*, 290 F.3d at 1048–50 (describing considerations for
2 upward adjustment).

3 35. Moreover, a lodestar cross-check, which yields at maximum multiplier of
4 2.0, is in the “presumptively acceptable” range and further demonstrates the
5 reasonableness of the requested award. *See Dyer v. Wells Fargo Bank, N.A.*, 303
6 F.R.D.at 334.

7 36. Class Counsel’s request for \$20,093,033.30 in attorneys’ fees plus
8 reimbursement of \$400,000 in reasonable costs, for a total of \$24,493,033.30, is
9 hereby **GRANTED**.

10 37. Finally, Plaintiffs request a service award of \$2,500 to be paid to each of
11 the 20 Settlement Class Representatives in addition to compensation available to them
12 through the claims program. The requested amount falls below the \$5,000
13 “presumptively reasonable” service award in this Circuit, and the time and efforts the
14 proposed Class Representatives dedicated to prosecuting this case clearly supports the
15 request here. *In re CRT Antitrust Litig.*, MDL No. 1917, 2016 WL 4126533, at *11
16 (N.D. Cal. Aug. 3, 2016). The request for service awards for each of the Settlement
17 Class Representatives, Larae Angel, Bobbi Jo Birk-LaBarge, John Colbert, Brian
18 Collins, Gerson Damens, Bonnie Dellatorre, Dylan DeMoranville, Joseph Fuller, Tina
19 Fuller, Lawrence Graziano, Michael Hernandez, Kinyata Jones, Diana King, Richard
20 Kintzel, Carl Paul Maurilus, Kenneth Ogorek, Burton Reckles, Dan Sutterfield,
21 Amanda Swanson, and Lore Van Houten, is therefore **GRANTED**.

22 **V. DISMISSAL OF CLAIMS, RELEASE, AND INJUNCTION**

23 38. The Actions are hereby dismissed with prejudice on the merits and
24 without costs, except as otherwise provided herein or in the Settlement Agreement.

25 39. Upon entry of this Final Order and the Final Judgment, Settlement Class
26 Representatives, and each member of the Class (except those listed on Appendix A),
27 on behalf of themselves and any other legal or natural persons and entities who or
28 which may claim by, through or under them, including their executors, administrators,

1 heirs, assigns, predecessors and successors, agree to fully, finally and forever release,
2 relinquish, acquit, discharge and hold harmless the Released Parties from any and all
3 claims, demands, suits, petitions, liabilities, causes of action, rights, losses and
4 damages and relief of any kind and/or type regarding the subject matter of the Actions,
5 including, but not limited to, injunctive or declaratory relief, compensatory,
6 exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or
7 attorneys' fees and costs, whether past, present, or future, mature, or not yet mature,
8 known or unknown, suspected or unsuspected, contingent or non-contingent,
9 derivative, vicarious or direct, asserted or un-asserted, and whether based on federal,
10 state, or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or
11 misrepresentation, common law, violations of any state's or territory's deceptive,
12 unlawful, or unfair business or trade practices, false, misleading or fraudulent
13 advertising, consumer fraud or consumer protection statutes, or other laws, unjust
14 enrichment, any breaches of express, implied or any other warranties, violations of
15 any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or
16 the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade
17 Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16.
18 C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to,
19 connected with, and/or in any way involving the Actions.

20 40. Notwithstanding the foregoing, Settlement Class Representatives and
21 Settlement Class members are not releasing and are expressly reserving all rights
22 relating to claims for personal injury, wrongful death, or actual physical property
23 damage arising from an incident involving a Subject Vehicle, including the
24 deployment or non-deployment of an airbag. This Release is limited to, and does not
25 extend beyond, issues pertaining to the subject matter of the Action. Settlement Class
26 Representatives and Settlement Class members also are not releasing and are
27 expressly reserving all rights relating to claims against Excluded Parties, with the
28 exception of the claims covered by Section VII.C of the Settlement Agreement.

1 41. To the fullest extent they may lawfully waive such rights, Settlement
2 Class Representatives and Settlement Class members are deemed to acknowledge and
3 waive Section 1542 of the Civil Code of the State of California and any law of any
4 state or territory that is equivalent to Section 1542. Section 1542 provides that:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
6 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW**
7 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME**
8 **OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY**
9 **HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS**
10 **OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
11 **PARTY.**

12 42. The Court orders that the Settlement Agreement shall be the exclusive
13 remedy for all claims released in the Settlement for all Settlement Class members not
14 listed on Appendix A.

15 43. Therefore, if a Settlement Class member who does not opt out
16 commences, files, initiates, or institutes any new legal action or other proceeding
17 against a Released Party for any claim released in the Settlement Agreement in any
18 federal or state court, arbitral tribunal, or administrative or other forum, such legal
19 action or proceeding shall be dismissed with prejudice at that Class member's cost.

20 **V. OTHER PROVISIONS**

21 44. Without affecting the finality of this Final Approval Order or the
22 accompanying Final Judgment, the Court retains ongoing and exclusive jurisdiction
23 over the Parties, the Actions, and the Settlement Agreement to resolve any dispute that
24 may arise regarding the Settlement Agreement or in relation to the Actions.

25 45. The Settlement Class Representatives, and each Settlement Class
26 member not listed on Appendix A are hereby deemed to have irrevocably submitted to
27 the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding,
28

1 or dispute arising out of or relating to the Settlement Agreement or the applicability of
2 the Settlement Agreement, including the exhibits thereto, and only for such purposes.

3 46. In the event that the Settlement is terminated pursuant to its terms for any
4 reason, the Settlement Agreement shall be null and void and shall have no force or
5 effect, and no Party to the Settlement Agreement shall be bound by any of its terms,
6 except for the terms of Section X.D of the Settlement Agreement.

7 47. The terms and provisions of the Settlement Agreement may be amended,
8 modified, or expanded by written agreement of the Parties and approval of the Court;
9 provided, however, that after entry of this Final Order and the accompanying Final
10 Judgment, the Parties may by written agreement effect such amendments,
11 modifications, or expansions of the Settlement Agreement and its implementing
12 documents (including all exhibits) without further notice to the Class or approval by
13 the Court if such changes are consistent with this Final Order and Final Judgment and
14 do not limit the rights of Settlement Class members under the Settlement Agreement.

15 48. Nothing in this Final Approval Order or the accompanying Final
16 Judgment shall preclude any action in this Court to enforce the terms of the Settlement
17 Agreement.

18 49. In no event shall the Settlement Agreement, any of its provisions or any
19 negotiations, statements or court proceedings relating to its provisions in any way be
20 construed as, offered as, received as, used as, or deemed to be evidence of any kind in
21 the Actions, any other action, or in any judicial, administrative, regulatory or other
22 proceeding, except in a proceeding to enforce the Settlement Agreement or the rights
23 of the Parties or their counsel. Without limiting the foregoing, neither the Settlement
24 Agreement nor any related negotiations, statements, or court proceedings shall be
25 construed as, offered as, received as, used as or deemed to be evidence or an
26 admission or concession of any liability or wrongdoing whatsoever on the part of any
27 person or entity, including, but not limited to, the Released Parties, Plaintiffs, or the
28 Class or as a waiver by the Released Parties, Plaintiffs or the Class of any applicable

1 privileges, claims or defenses.

2 50. The Court reserves and retains exclusive and continuing jurisdiction over
3 the Settlement concerning the administration and enforcement of the Settlement
4 Agreement and to effectuate its terms.

5 51. A copy of this Final Approval Order shall be filed in, and applies to, the
6 Action.

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8 SO ORDERED this ____ day of _____ 2025.

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HON. JOHN A. KRONSTADT
United States District Court
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EXHIBIT A

Hyundai-Kia Airbag Control Unit Settlement
(USDC Central District of California, Case No. 2:19-ml-02905-JAK-JPR)

Valid Exclusion Requests

#	Name	Last Four Digits of VIN	Make	Status
1	CHRISTOPHER BINNS	3579	Hyundai	Valid
2	STEPHEN WINSTEAD	2501	Kia	Valid
3	DAVIS GIGOGNE	6022	Hyundai	Valid
4	LEO NOTARO	7174	Hyundai	Valid
5	DONALD LOWE	0215	Hyundai	Valid
6	PATRICIA LOWE	0215	Hyundai	Valid
7	DEREK ROGGE	6965	Hyundai	Valid
8	DIANE CRAVER	3345	Kia	Valid
9	REBECCA VOYSEY	9941	Kia	Valid
10	CRAIG VOYSEY	9941	Kia	Valid
11	DAVID AXT	7511	Hyundai	Valid
12	CHRISTINA CRUCE	0268	Hyundai	Valid
13	CALISTA BOGGESS	9283	Hyundai	Valid
14	SUSAN DYBAS	0090	Kia	Valid
15	HARESH PATEL	8922	Hyundai	Valid
16	RASHIDA FFRENCH	7092	Hyundai	Valid
17	JANNA RUSSELL	7806	Hyundai	Valid
18	RETTA STACKS	8097	Hyundai	Valid
19	KELLIE BECKETT	4784	Hyundai	Valid
20	JOHN NELSON	1979	Hyundai	Valid
21	MARY BUNGE	3296	Hyundai	Valid
22	NANCY LUND	4742	Hyundai	Valid
23	LOUIS LOCKLEAR	7856	Hyundai	Valid
24	KIMBERLY HOLTEL	5244	Kia	Valid
25	KATHRYN NUGENT	5326	Kia	Valid
26	THOMAS WILSON	2589	Hyundai	Valid
27	JODY HECHER	6125	Hyundai	Valid
28	BRIAN BOYD BURBIDGE	1878	Hyundai	Valid
29	ANGELA BURBIDGE	1878	Hyundai	Valid
30	MERRIT BACHMAN	3029	Hyundai	Valid
31	PATRICIA WALLACE	4431	Hyundai	Valid
32	CHATHAPURAM NARAYANAN	9688	Kia	Valid
33	WILLIAM LORS	6226	Kia	Valid
34	MYRA EMMETT	6049	Hyundai	Valid
35	NICOLE ROJAS	7252	Hyundai	Valid
36	JAY ROSIENSKI	1764	Hyundai	Valid
37	SUSAN ROSIENSKI	1764	Hyundai	Valid

Hyundai-Kia Airbag Control Unit Settlement
(USDC Central District of California, Case No. 2:19-ml-02905-JAK-JPR)

Exclusion Requests

#	Name	Last Four Digits of VIN	Make	Status
38	STEFAN BREWER	5868	Hyundai	Valid
39	JACQUELINE ESCOBAR COPELAND	7921	Kia	Valid
40	VICTOR COPELAND	7921	Kia	Valid
41	JACQUELYN BIANCHI	7510	Hyundai	Valid
42	MARJORIE QUINN	6194	Kia	Valid
43	ANDREA CONNER	6272	Hyundai	Valid
44	RACHAEL FUNK	3734	Hyundai	Valid
45	JANEL WILLIAMS	0448, 2817	Kia, Kia	Valid
46	JAMES CASTRO	4580	Kia	Valid
47	MELINDA HAMILTON	0092	Hyundai	Valid
48	ALLEN SCHROEDER	6151, 4783	Hyundai, Hyundai	Valid
49	RICHARD FLEMING	6662	Kia	Valid
50	HA CHOE	7853	Hyundai	Valid
51	SUSAN SMITH	0153	Hyundai	Valid
52	ESTATE OF SCARLETT SMITH	0153	Hyundai	Valid
53	LINDA BERQUIST	5114	Kia	Valid
54	THEODORE BERQUIST	5114	Kia	Valid
55	JOSEPH ELLIS	7083	Kia	Valid
56	SANDRA CHARBONEAU	8091	Hyundai	Valid
57	MELINDA SKAUGHT	1032	Hyundai	Valid
58	LILIANA EVELINA ALCALA-WILLIAMS	8478	Kia	Valid
59	ANNITA DAVIS	4757, 7495	Hyundai, Hyundai	Valid
60	DARYL DAVIS	3602, 1799	Hyundai, Hyundai	Valid
61	CATHERINE NUCKOLS	9682	Kia	Valid
62	KRISTIN NUCKOLS	4023	Hyundai	Valid
63	MARIE PALUMBO	8887	Hyundai	Valid
64	JOHN PIETRKOWSKI	6658	Hyundai	Valid
65	ELLEN DORSI	9611	Hyundai	Valid
66	JENNIFER LIBERTY	9611	Hyundai	Valid
67	CARTER ROHMILLER	6000	Kia	Valid
68	ERIK BALKAN	2377	Hyundai	Valid