

vehicle is troubling and may indicate non-compliance with the terms of the settlement agreement, but this does not affect the fairness, reasonability, or adequacy of the settlement itself.

c. Objection of Richard I. Ellenbogen

Richard I. Ellenbogen [*33] filed an objection on March 11, 2016, arguing that the settlement is unreasonable because the extended warranty does not cover vehicles, like his, that fall outside the time limit but have low mileage and may display defects in the future. ECF No. 78. Mr. Ellenbogen seeks either an extension of the warranty to 75,000 miles without regard to the number of years or a complete recall repair of all Class Vehicles. *Id.* Plaintiffs note that Mr. Ellenbogen submitted a written request for exclusion on June 22, 2016. See ECF No. 107-1 Ex. C (opt-out list identifying Mr. Ellenbogen). Because Mr. Ellenbogen has requested exclusion from the N14 Class, he no longer has standing to object to the settlement. *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 110 (D.N.J. 2012) ("The case law does not suggest that a class member requesting exclusion from a settlement may nonetheless object to that settlement.")

d. Objection of Jerry D. Phillips

Jerry D. Phillips filed an objection to the settlement on March 11, 2016, arguing that the service record documentation requirement is "particularly onerous" for the same reasons mentioned by Mr. Mirchandani, that MINI should turn over any service records it possesses to Class Members, and that the warranty extension is insufficient [*34] for the same reasons mentioned by Ms. Williams and Mr. Ellenbogen. ECF No. 79. For the reasons discussed, none of these arguments renders the settlement unfair, unreasonable, or inadequate.²

² Mr. Phillips also claims that "MINI sold their customers an engine containing parts that were 100% guaranteed to fail; the only thing uncertain was *when* it would fail." ECF No. 79 at 1 (emphasis in original). The Court's fairness analysis might be different if the failure of each Class Vehicle were guaranteed. As discussed, however, Plaintiffs acknowledge that the defect rate of the Class Vehicles is merely "in the single digits," so the engines in most Class Vehicles will *not* fail because of the defect at issue. ECF No. 92 at 21.

e. Objection of Thomas Brischler

Thomas Brischler filed an objection on March 23, 2016, arguing again that the warranty extension is too short. ECF No. 80. Mr. Brischler acknowledges that, even though his vehicle does not fall under the extended warranty, he is eligible for reimbursement for timing chain and timing chain tensioner repairs or reimbursements, but states that he has not sought repairs because he will not be entitled to reimbursement if this Court rejects the [*35] settlement agreement. *Id.* at 1-2. Mr. Brischler seeks a warranty extension and an extension of the claims period after the effective settlement date. *Id.* at 2. Mr. Brischler is correct that the finality of the settlement depends on the Court's approval, but this is not reason for the Court to withhold its approval.

f. Objection of Anthony Mazzarella

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