

servicing mechanic to acknowledge that the problems were caused by a defective timing chain, something that MINI has "every incentive not to confess," *id.* at 1; (b) the total reimbursement amounts are unreasonably low; and (c) the claims period is unreasonably short.

Although it is true [*46] that Defendants could theoretically avoid having to reimburse any Class members for repairs made at MINI servicing centers by instructing mechanics not to attribute engine failure to timing chain or tensioner defects, Defendants' voluntary October 2014 acknowledgment that Class vehicles "may" have these defects suggests that this is unlikely. See ECF No. 86-6 Ex. 1. In any event, Class members whose claims are denied by the Settlement Administrator for lack of documentation may appeal the decision to a Special Master, giving them some recourse for unreasonable denials. ECF No. 92 at 16; ECF No. 69-3 Ex. 1 ¶ III.E.3.

For reasons discussed, the Court finds that the reimbursement amounts included in the settlement are not unreasonably low. In any event, Ms. Clifford states that her total cost of repairs to date is actually lower than the amount she is entitled to be reimbursed. ECF No. 103 at 2. Though she will not be reimbursed for incidental expenses, Ms. Clifford may receive a full reimbursement for the repairs and replacements she has paid for.

The Court disagrees that the claims period is unreasonably short. Under 28 U.S.C. § 1715(d), the Court may grant final approval of a proposed settlement as early [*47] as 90 days after notice is given to the appropriate federal official and state officials of each state in which class members reside. 28 U.S.C. § 1715(d). Although Plaintiffs initially requested a claims period of 90 days, see ECF No. 69-2 ¶ 8, the Court extended this period to 120 days following the Court's preliminary approval of the settlement. See ECF No. 72 at 1-2.

s. Objection of Donald Mann

Donald Mann submitted a notice that was filed with this Court on June 29, 2016. ECF No. 104. Mr. Mann incorrectly appears to assume that the settlement "offers a reimbursement of \$850 less a reduction for age and mileage" for timing chain repairs conducted at an authorized MINI service center and objects that the retail cost of a timing chain tensioner is less than the amount quoted to him by the service center to examine his Class Vehicle. *Id.* at 1. In any event, Mr. Mann states his intent to be excluded from the N14 Class for purposes of this settlement, so he has no standing to object to the settlement. *Id.*

t. Objection of Robin Mackey

Robin Mackey submitted an objection, dated July 1, 2016, that was filed in this Court on July 5, 2016. ECF No. 106. Mr. Mackey objects to the settlement's service history documentation [*48] requirement; arguing specifically that documentation of routine oil changes is irrelevant to the claims at issue. *Id.* The Court agrees with Plaintiffs and Defendants that documentation of the routine maintenance of Class Vehicles is relevant to claims of defects and damage in those vehicles, see ECF No. 107 at 7-8, and repeats that this documentation requirement is not unduly burdensome.

u. Objection of Kimberly Winkler

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