

b. Objection of Jody Williams

Class member [*30] Jody Williams filed an objection to the settlement agreement on March 10, 2016, arguing that the warranty extension provided by the settlement is too short and will not protect her 2007 MINI Cooper S hard top if it begins to "show signs of the timing chain problem in a year or two." ECF No. 77. Ms. Williams also states that she contacted her local MINI dealership to have her vehicle inspected, but that the dealership "won't even look at my vehicle unless it shows symptoms of the timing chain problem." *Id.* at 1.

Plaintiffs do not deny that the warranty on Ms. Williams's vehicle, the very first model year in the Class, has already expired even under the extended terms of the settlement. ECF No. 92 at 22-23. The Court agrees with Plaintiffs, however, that the Court's job is "not to determine whether the settlement is the *fairest possible* resolution." *Baby Products*, 708 F.3d at 173 (emphasis added). With regard to the amount of relief offered under the settlement and the Class members receiving that relief, "lines must be drawn somewhere." ECF No. 92 at 23 (quoting *Alin v. Honda Motor Co., Ltd.*, 2012 U.S. Dist. LEXIS 188223, 2012 8751045, at *12 (D.N.J. Apr. 13, 2012) (finding that class settlement with auto manufacturer was reasonable where the "largest [*31] category of objections comes from customers whose cars were too old, or had too many miles to be eligible for recovery according to the lines drawn in the agreement)).

Ms. Williams does not convince the Court that the seven-year warranty provided by the settlement, though perhaps not the fairest possible resolution, is unreasonable. The limited warranty extension reflects the reality that cars decline in value over time. See, e.g., *In re Dispirito*, 371 B.R. 695, 701 n.6 (Bankr. D.N.J. 2007) ("Whether a vehicle is driven 30,000 miles a year, or only on Sundays by an elderly parent to go back and forth to church, there can be no dispute that a vehicle's value is likely to decrease daily."). A warranty extension need not be indefinite to be reasonable.

In any event, the settlement provides Ms. Williams with other forms of relief: as Plaintiffs point out, the settlement allows Class members to receive reimbursement for repairs and replacements on their timing chains and timing chain tensioners regardless of the age or mileage of the Class Vehicle, along with a graduated reimbursement for engine replacements. ECF No. 92 at 22. According to Plaintiffs, Ms. Williams and other Class members had notice of the alleged defects in their vehicles and were [*32] encouraged to seek free inspections and repairs long before the beginning of the claims period: Defendants instructed Class members to seek inspections of their vehicles in October 2013, informing them that any necessary timing chain and tensioner repairs would be done "at no cost" to the Class members, and MINI mechanics were instructed to provide inspections and repairs of the timing chain and timing chain tensioner free of charge. *Id.* at 22-23; see also Decl. Raymond P. Boucher in Support P. Mot. Attorneys' Fees, ECF No. 86-6 Ex. 1 (sample letter informing Class member that "your vehicle may have been fitted with a faulty chain tensioner which may lead to an insufficiently tightened timing chain," instructing Class member to "contact your authorized MINI dealer at your earliest convenience to arrange an appointment," and informing Class member that "the repair will be done at no cost to you"). That Ms. Williams's dealership allegedly refused to inspect her

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