UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 8:22-cv-01545-FWS-JDE Date: June 8, 2026
Title: Michael Le Beau *et al.* v. Kia America, Inc

Present: **HONORABLE FRED W. SLAUGHTER, UNITED STATES DISTRICT JUDGE**

Rolls Royce Paschal	N/A
Deputy Clerk	Court Reporter
Attorneys Present for Plaintiffs:	Attorneys Present for Defendant:
Not Present	Not Present

PROCEEDINGS: (IN CHAMBERS) ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT [93]

This putative class action concerns the alleged defects in the power window regulators of certain vehicles offered by Defendant Kia America, Inc ("Defendant" or "Kia"). (Dkt. 60 ("Second Amended Complaint" or "SAC").) The parties have reached a proposed settlement agreement. (Dkt. 93-2 ("Settlement" or "SA").) Before the court is the Unopposed Motion for Preliminary Approval of Class Action Settlement filed by Plaintiff David Griesemer, Plaintiff Laura Ann Harris, Plaintiff Juliann Maguire, and Plaintiff JL Joshua Smith (collectively, "Plaintiffs"). (Dkt. 93-1 ("Motion" or "Mot.").) The Motion is supported by the Joint Declaration of Plaintiffs' Counsel Andrew W. Ferich and Anthony L. Parkhill. (Dkt. 93-3 ("Joint Declaration" or "Joint Decl.").) No opposition to the Motion has been filed, and the deadline to do so has passed. (*See generally* Dkt.); *see also* C.D. Cal. L.R. 7-9 (requiring oppositions to be filed "not later than twenty-one (21) days before the date designated for the hearing of the motion," which for the noticed June 11, 2026, hearing required oppositions to be filed by May 21, 2026); L.R. 7-12 ("The failure to file any required document, or the failure to file it within the deadline, may be deemed consent to the granting or denial of the motion."). The court finds this matter appropriate for resolution without oral argument. *See* Fed. R. Civ. P. 78(b) ("By rule or order, the court may provide for submitting and determining motions on briefs, without oral hearings."); C.D. Cal. L.R. 7-15 (authorizing courts to "dispense with oral argument on any motion except where an oral hearing is required by statute"). Accordingly, the

hearing set for **June 11, 2026**, is **VACATED** and **OFF CALENDAR**. Based on the state of the record, as applied to the applicable law, the Motion is **GRANTED**.

I. Background

A. Summary of Second Amended Complaint's Allegations

Plaintiffs bring this action "for the benefit and protection of purchasers and lessees of Kia's model year 2016 and 2017 Optima and 2017 Sportage vehicles" (together, "Class Vehicles"). (SAC ¶ 1.) "[T]he Class Vehicles are defective and unsafe," "plagued by a dangerous defect that results in power window regulator failure that causes the [Class] Vehicles' automatic windows to malfunction, function intermittently, or become non-operational." (*Id.* ¶ 2.) Window regulator failures present safety issues as "windows protect against occupant ejection during a crash" and "an open window presents an emergency egress in the event of an accident." (*Id.* ¶ 3.)

"The defect is the result of both the power window system being comprised of inadequate materials and improper workmanship in the production of the window system and window regulator such that normal operation of the automatic windows causes the window regulator to break and otherwise fail (the 'Defect')." (*Id.* ¶ 4.) "Prior to selling the [Class] Vehicles, [Defendant] knew about the Defect, yet omitted and kept this material fact from Plaintiffs and other class members." (*Id.* ¶ 7.) "As a result of [Defendant]'s misconduct, Plaintiffs and class members were each injured on account of receiving [Class] Vehicles that were fundamentally different from what they believed they were purchasing, and less valuable than was represented." (*Id.* ¶ 10.)

The Second Amended Complaint pleads claims against Defendant for (1) breach of the implied warranty of merchantability, (2) fraud or fraudulent omission, (3) unjust enrichment, (4) violation of the South Carolina Unfair Trade Practices Act, (5) violation of the Missouri's Merchandising Practices Act, (6) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, (7) violation of the Illinois Uniform Deceptive Trade Practices Act,

(8) the North Carolina Unfair Trade Practices Act, and (9) the Rhode Island Unfair Trade Practices and Consumer Protection Act. (*Id.* ¶¶ 143-254.)

B. The Proposed Settlement

"[S]ignificant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion." (SA at 6.)[1]

Under the Settlement, "[c]urrent owners or lessees of Class Vehicles may make a Claim for either an Out-of-Pocket Cost or a Dealer Service Card, but not both." (*Id.* at 16.) "Reimbursement for Out-of-Pocket Costs is available only for parts/labor associated with a Window Regulator Repair." (*Id.* at 17.) "In the alternative, current owners/lessees of Class Vehicles may make a Claim for a Dealer Service Card in lieu of a Claim for an Out-of-Pocket Cost." (*Id.*) "Former owners or lessees of Class Vehicles may only make a Claim for Out-of-Pocket Costs (if any). Reimbursement for Out-of-Pocket Costs is available only for parts/labor associated with a Window Regulator Repair." (*Id.*)

The Settlement "is not to be used in evidence (except in connection with obtaining approval of this Settlement [] and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by Defendant or any Released Parties with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement" "results in entry of a Final Judgment and Order as contemplated herein. Defendant specifically denies all allegations made in connection with the Litigation." (*Id.* at 29.)

"Defendant and Released Parties are released from any and all claims or causes of action that were, or that could have been, asserted by Plaintiffs or any Class Members against them regarding or relating to the Window Regulator Repair and claims asserted or that could have been asserted in the Action." (*Id.* at 27.)

[1] All the citations refer to the CM/ECF pagination.

II. Discussion

In deciding whether to grant preliminary approval of the Settlement, the court reviews (A) the requirements for provisional class certification, (B) the fairness of the Settlement, including attorney fees, (C) the adequacy of the proposed notice, and (D) the appointment of a settlement administrator.

A. Rules 23(a) and (b): Provisional Class Certification

Plaintiffs seek to certify the following class:

> [A]ll residents of the United States and the District of Columbia (excluding U.S. territories), who (1) presently own or lease a Class Vehicle or (2) who previously owned or leased a Class Vehicle. Excluded from the Class are (1) Kia America, Inc. (formerly Kia Motors America, Inc.), its subsidiaries and affiliates, officers, and directors; (2) insurers of the Class Vehicles; (3) all persons or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or providers of extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) consumers or businesses that have purchased Class Vehicles deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle that previously have released their claims against Kia America, Inc. (formerly Kia Motors America, Inc.) with respect to the issues raised in the Litigation; (8) individuals or entities that have purchased and/or leased Class Vehicles as "fleet" vehicles (i.e., rentals or company vehicles); (9) any judge to whom this matter is or may be assigned, and his or her immediate family (spouse, domestic partner, or children); and (10) dealerships (i.e. any authorized,

> unauthorized, or third-party seller of new or used Kia vehicles) that owned the cars during the time it needed a Window Regulator Repair.

(Mot. at 9; SA at 8-9.)

When a plaintiff seeks provisional class certification for the purpose of settlement, the court must ensure (1) that the four requirements of Federal Rule of Civil Procedure 23(a) and (2) at least one of the requirements of Rule 23(b) are met. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Staton v. Boeing Co*., 327 F.3d 938, 952-53 (9th Cir. 2003).

1. Rule 23(a) Requirements

Under Rule 23(a), the plaintiff must show (a) that the class is sufficiently numerous, (b) that there are questions of law or fact common to the class, (c) that the claims or defenses of the representative parties are typical of those of the class, and (d) that the class representatives will fairly and adequately protect the class's interests. Fed. R. Civ. P. 23(a)(1)-(4).

a. Numerosity

Rule 23(a)(1) requires that "the class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "No exact numerical cut-off is required; rather, the specific facts of each case must be considered." *In re Cooper Cos. Inc. Sec. Litig*., 254 F.R.D. 628, 634 (C.D. Cal. 2009) (citing *Gen. Tel. Co. of Nw., Inc. v. EEOC*, 446 U.S. 318, 330 (1980)). "As a general matter, courts have found that numerosity is satisfied when class size exceeds 40 members." *Moore v. Ulta Salon, Cosmetics & Fragrance, Inc*., 311 F.R.D. 590, 602-03 (C.D. Cal. 2015); *see Tait v. BSH Home Appliances Corp.*, 289 F.R.D. 466, 473-74 (C.D. Cal. 2012); *Rannis v. Recchia*, 380 F. App'x 646, 651 (9th Cir. 2010) ("In general, courts find the numerosity requirement satisfied when a class includes at least 40 members," while "[o]n the low end, the Supreme Court has indicated that a class of 15 'would be too small to meet the numerosity requirement.'").

In this case, Defendant has informed Class Counsel that the number of Class Vehicles is approximately 292,930, (Joint Decl. ¶ 5), and Plaintiffs state the Settlement Class includes both current and former owners and lessees of the Class Vehicles such that the number is likely greater than 292,930, (Mot. at 20). The court finds that this large class size would make joinder impracticable, and proceeding as a class would promote the efficiency and economy of this action. The court therefore concludes that Plaintiffs have made a sufficient showing to satisfy Rule 23(a)'s numerosity requirement at this stage of the proceedings.

b. Commonality

Rule 23(a)(2) requires that "there are questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). The plaintiff must "demonstrate that the class members 'have suffered the same injury,'" which "does not mean merely that they have all suffered a violation of the same provision of law." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (quoting *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 157 (1982)). Rather, the plaintiff's claim must depend on a "common contention" that is capable of class-wide resolution. *Id.* This means "that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Id.* "[A] common question is one where the same evidence will suffice for each member to make a prima facie showing or the issue is susceptible to generalized, class-wide proof." *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (citation modified).

Here, Plaintiffs assert that commonality is satisfied because all "Plaintiffs and Class Members are all current or former owners of Class Vehicles and their claims share several legal issues, including, without limitation: (i) whether Kia manufactured and sold Class Vehicles that were defective with respect to their power window regulators; (ii) whether Class Members were damaged thereby; (iii) whether Kia omitted and misrepresented material facts to purchasers and lessees of Class Vehicles; and (iv) whether Kia breached warranties with Plaintiffs and the other class members—including the implied warranty of merchantability—when it produced, distributed, and sold the Class Vehicles." (Mot. at 20.) Because the issues are common causes of Plaintiffs' and Class Members' alleged injuries, the court finds Plaintiffs' allegations give rise to common questions of law and fact. *See Alger v. FCA US*, 334 F.R.D. 415, 424 (E.D. Cal. 2020) (finding common questions such as "whether the AHR System is defective" and "whether Chrysler concealed or omitted information about the defect"). Accordingly, the court concludes the commonality requirement is met.

c. Typicality

Rule 23(a)(3) requires that the "claims or defenses of the representative parties are typical of the claims or defenses of the class." Representative claims are "typical" if they are "reasonably co-extensive with those of absent class members; they need not be substantially identical." *Castillo v. Bank of America, NA*, 980 F.3d 723, 725 (9th Cir. 2020) (quoting *Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1020 (9th Cir. 1998)). "The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other Class Members have been injured by the same course of conduct." *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 984 (9th Cir. 2011) (citation modified). "In determining whether typicality is met, the focus should be 'on the defendants' conduct and plaintiff's legal theory,' not the injury caused to the plaintiff." *Lozano v. AT & T Wireless Servs., Inc.*, 504 F.3d 718, 734 (9th Cir. 2007) (quoting *Simpson v. Fireman's Fund Ins. Co.*, 231 F.R.D. 391, 396 (N.D. Cal. 2005)) (quoting *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992)).

The court finds Plaintiffs' claims are "reasonably coextensive" with those of the class because both Plaintiffs' and Class Members' claims arise from the same type of defect, injury, and actions by Defendant. *Castillo*, 980 F.3d at 725 (citation modified); *Victorino v. FCA US LLC*, 2019 WL 5268670, at *10 (S.D. Cal. Oct. 17, 2019) (finding typicality in vehicle defect class action where plaintiff and the proposed class allege "their Clutch Systems were defective when they purchased their vehicles and seek damages for breach of the implied warranty"). Accordingly, the court concludes the typicality requirement is met.

d. Adequacy of Representation

Rule 23(a)(4) requires that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "To determine whether named plaintiffs will adequately represent a class, courts must resolve two questions: '(1) do the named plaintiffs and their counsel have any conflicts of interest with other class members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?'" *Ellis*, 657 F.3d at 985 (quoting *Hanlon*, 150 F.3d at 1020).

Based on the record, the court finds there is no evidence of a conflict of interest between Plaintiffs and the class. *See id.*; (Mot. at 21-22). Plaintiffs and Class Members share the same claims, and Plaintiffs have every incentive to vigorously pursue those claims. *See Ellis*, 657 F.3d at 985; (Mot. at 21-22). Nor is there any evidence that Counsel will not adequately represent or protect the interests of the class. *See Ellis*, 657 F.3d at 985; (Mot. at 21-22). Counsel is experienced in class action and automotive defect cases and have competently prosecuted Plaintiffs' case to date. (*See* Joint Decl. ¶¶ 13-15, Exs. A-B; Mot. at 21.) Indeed, Counsel prevailed in part against multiple motions to dismiss the pleadings in this case. (*See* Dkt. 44 (Order Granting in Part and Denying in Part Defendant's Motion to Dismiss First Amended Complaint); Dkt. 68 (Order Granting in Part and Denying in Part Defendant's Motion to Dismiss First Amended Complaint).) The court concludes that adequacy is also satisfied here.

2. Rule 23(b) Requirements

In addition to the requirements of Rule 23(a), Plaintiffs must satisfy the requirements of Rule 23(b). Here, Plaintiffs seek settlement class certification under Rule 23(b)(3). (Mot. at 22.) Rule 23(b)(3) allows certification when (a) questions of law or fact common to the members of the class predominate over any questions affecting only individual members and (b) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3).

a. Predominance

Although the predominance requirement overlaps with Rule 23(a)(2)'s commonality requirement, it is a more demanding inquiry. *Hanlon*, 150 F.3d at 1019. The "main concern in the predominance inquiry . . . [is] the balance between individual and common issues." *In re Wells Fargo Home Mortg. Overtime Pay Litig.*, 571 F.3d 953, 959 (9th Cir. 2009). The plaintiff must show that "questions common to the class predominate, not that those questions will be answered, on the merits, in favor of the class." *Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 459 (2013).

"[C]ourts often find predominance in automobile defect class actions." *Warner v. Toyota Motor Sales, U.S.A., Inc.*, 2016 WL 8578913, at *8 (C.D. Cal. Dec. 2, 2016) (collecting cases). As discussed above, *see* Section II.A.1.b, *supra*, there are several common questions, including whether Defendant manufactured and sold Class Vehicles that were defective with respect to their power window regulators, and the court finds common issues also predominate over any individual issues.

b. Superiority

Class actions certified under Rule 23(b)(3) must also be "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Courts consider four nonexclusive factors in evaluating whether a class action is the superior method for adjudicating a plaintiff's claims: (1) the interest of each class member in individually controlling the prosecution or defense of separate actions, (2) the extent and nature of any litigation concerning the controversy already commenced by or against the class, (3) the desirability of concentrating the litigation of the claims in the particular forum, and (4) the difficulties likely to be encountered in the management of a class action. *Id.*

In this case, the court finds proceeding as a class is superior to other methods of resolving claims arising from the alleged Defects. A class action may be superior when "classwide litigation of common issues will reduce litigation costs and promote greater efficiency."

Valentino v. Carter-Wallace, Inc., 97 F.3d 1227, 1234 (9th Cir. 1996). A class action may also be superior when "no realistic alternative" to a class action exists. *Id*. at 1234-35. Given the common issues presented by all class members, adjudicating these claims on an individual basis for thousands of potential plaintiffs would not be feasible. The court therefore concludes superiority is met here.

In summary, the court finds the requirements of Rule 23(a) and Rule 23(b)(3) are met. The court therefore **GRANTS** provisional certification of the Class for settlement purposes.

B. Rule 23(e): Preliminary Approval of Proposed Settlement Agreement

Although there is a "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned," *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998), a settlement of class claims requires court approval. Fed. R. Civ. P. 23(e). This is because "[i]ncentives inhere in class-action settlement negotiations that can, unless checked through careful district court review of the resulting settlement, result in a decree in which the rights of class members, including the named plaintiffs, may not be given due regard by the negotiating parties." *Staton*, 327 F.3d at 959 (citation modified).

Rule 23(e) governs class action settlement approval. Courts may approve class action settlements only when they are "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). In making this determination, courts must consider whether (1) the class representatives and class counsel have adequately represented the class, (2) the proposal was negotiated at arm's length, (3) the relief provided for the class is adequate, and (4) the proposal treats class members equitably relative to each other. *Id.* 23(e)(2)(A–D).

1. Adequacy of Class Representative and Class Counsel

As stated in the court's analysis of the Rule 23(a) factors, the class representatives and Counsel have ably represented the class and have secured a significant settlement. *See* Section II.A.1.d., *supra*. Based on this record, the court finds there is no evidence of a conflict of interest between Plaintiffs and the class. *See id.* Plaintiffs share several of the same claims as the class, and Plaintiffs have every incentive to vigorously pursue those claims. *See id.* Nor is there any evidence that Counsel will not adequately represent or protect the interests of the class. *See id.* Plaintiffs' attorneys have extensive experience litigating complex matters, including automotive defect cases. (*See* Joint Decl. ¶¶ 13-15, Exs. A-B; Mot. at 21.)

2. Arm's Length Negotiation

Rule 23(e)(2)(B) requires that "the proposal was negotiated at arm's length." Fed. R. Civ. P. 23(e)(2)(B). Here, the parties "negotiated all the terms and conditions of this Settlement" "at arm's length, including with the assistance and involvement of an experienced, neutral mediator." (SA at 30.) There is no indication that the negotiations were collusive, and Counsel states that the Settlement was negotiated at arm's length. (Mot. at 14.) "The involvement of a neutral mediator is positive evidence that settlement negotiations were conducted at arm's length." *Bailey v. Kinder Morgan G.P., Inc.*, 2020 WL 5748721, at *4 (N.D. Cal. Sept. 25, 2020). Based on this record, the court is satisfied that the Settlement was negotiated at arm's length.

3. Adequacy of Class Relief

In determining whether class relief is "adequate," courts must analyze "(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3)." Fed. R. Civ. P. 23(e)(2)(C).[2]

[2] Before Congress codified these factors in 2018, the Ninth Circuit instructed district courts to apply the following factors in determining whether a settlement agreement was fair, reasonable, and accurate: "[1] the strength of plaintiffs' case; [2] the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery completed, and the stage of the

a. The Costs, Risks, and Delay of Trial and Appeal

The court observes that the Settlement reflects a substantial outcome for those affected by the alleged Defects. As discussed in Section I.B, Class Members are eligible for compensation in the form of out-of-pocket cost reimbursement or a dealer service card. (SA at 16.)

The court finds the benefits Class Members will receive under the Settlement present a fair compromise given the costs, risks, and delay of trial and appeal. The Settlement was a product of "hard-fought negotiations between experienced counsel" and "a mediation process after significant motion practice, written and document discovery, and document review." (Joint Decl. ¶ 9; SA at 30 (discussing arms'-length discussions).) The parties also had the benefit of two rulings on the merits of motions to dismiss. (Dkts. 44, 68.) With all of that information, the parties were able to realistically value the scope of Defendant's potential liability and assess the costs, risks, and delay of moving forward with class certification, motion practice, and trial. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (explaining that approving the settlement is favored when the "parties have sufficient information to make an informed decision about settlement" (citation modified)).

The court finds that elimination of the costs, risks, and delays associated with continued litigation weighs in favor of approving the Settlement. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009) ("The court found, with substantial support in the record, that the case is complex and likely to be expensive and lengthy to try. . . While Objectors point out that much heavy-lifting had already been done, a number of serious hurdles remained—*Daubert* motions, West's anticipated motion for summary judgment, and a motion to bifurcate.

proceedings; [6] the experience and views of counsel; [7] the presence of a governmental participant; and [8] the reaction of the class members to the proposed settlement." *Roes, 1-2*, 944 F.3d at 1048; *Staton*, 327 F.3d at 959. The court still considers these factors to the extent that they shed light on the Rule 23(e) inquiry. *See Wong v. Arlo Techs., Inc.*, 2021 WL 1531171, at *8 (N.D. Cal. Apr. 19, 2021).

Inevitable appeals would likely prolong the litigation, and any recovery by class members, for years. This factor, too, favors the settlement."); *Curtis-Bauer v. Morgan Stanley & Co., Inc.*, 2008 WL 4667090, at *4 (N.D. Cal. Oct. 22, 2008) ("Settlement avoids the complexity, delay, risk and expense of continuing with the litigation and will produce a prompt, certain, and substantial recovery for the [p]laintiff class.").

b. The Effectiveness of the Proposed Method of Distribution of Class Relief

Next, the court must consider "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims." Fed. R. Civ. P. 23(e)(2)(C). "Often it will be important for the court to scrutinize the method of claims processing to ensure that it facilitates filing legitimate claims." Fed. R. Civ. P. 23 advisory committee's note to 2018 amendment. "A claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding." *Id.*

In this case, the court finds the method of relief distribution is adequate. "Claims for reimbursement will be submitted to the Claims Administrator and information on how to submit a Claim will be set forth on the Postcard Notice, Long Form Notice, and Settlement Website." (Mot. at 18.) The claim form gives general instructions on the required documentation and necessary information. (SA at 37-41.) "The Claims Administrator will disseminate the Class Notice, maintain the Settlement Website (including an 800 number with pre-recorded messages), and process Claims, and pay Approved Claims." (*Id.* at 20-21.) Any claim "deemed incomplete or otherwise defective (e.g., lacking Required Documentation) will promptly receive from the Claims Administrator a Deficiency Notice via email (if the claimant's email address is known) or via First Class U.S. mail stating the reasons for a partial or total denial of a Claim, including steps the individual can take to cure the deficiencies." (*Id.* at 21.) Regarding the distribution of relief, the Claims Administrator will mail payment for all approved claims. (*Id.* at 22.) The court concludes this procedure is adequate at this stage of the proceedings.

c. Attorney Fees Award

Next, the court must consider "the terms of any proposed award of attorneys' fees, including timing of payment," in determining whether the class's relief is adequate. Fed. R. Civ. P. 23(e)(2)(c). When reviewing attorney fee requests in class action settlements, courts have discretion to apply the percentage-of-the-fund method or the lodestar method to determine reasonable attorney fees. *See Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 944-45 (9th Cir. 2011). In considering the proposed attorney fee award, the court must also scrutinize the Settlement for three factors that tend to show collusion: (1) when counsel receives a disproportionate distribution of the settlement, (2) when the parties negotiate a "clear sailing arrangement," under which the defendant agrees not to challenge a request for agreed-upon attorney fees, and (3) when the agreement contains a "kicker" or "reverter" clause that returns unawarded fees to the defendant, rather than the class. *Briseno v. ConAgra Foods, Inc.*, 998 F.3d 1014, 1022 (9th Cir. 2021).

Beginning with the markers of collusion, the court finds the Settlement does not contain a reverter clause that returns unawarded fees to Defendant. *See Briseno*, 998 F.3d at 1022. However, the Settlement does have a provision in which "Defendant agrees to not oppose Class Counsels' application for Class Counsels' Fees, Costs, and Expenses" "and Class Counsel agree that their application will not be for any amount in excess of $1,244,000." (SA at 28.) "This causes some concern for the [c]ourt because it represents some form of agreement, by Defendant, not to oppose a motion for attorneys' fees." *Gruber v. Grifols Shared Servs. N. Am., Inc.*, 2023 WL 8610504, at *9 (C.D. Cal. Nov. 2, 2023). This is not a "death knell" but rather means that the court must scrutinize the agreement for signs that the fees counsel requests are unreasonably high. *McKinney-Drobnis v. Oreshack*, 16 F.4th 594, 610 (9th Cir. 2021). Specifically, the court must "peer into the provision and scrutinize closely the relationship between attorneys' fees and benefit to the class." *Kim v. Allison*, 8 F.4th 1170, 1180 (9th Cir. 2021). In addition, the parties have not provided sufficient information for the court to determine whether Class Counsel is receiving a disproportionate distribution of the Settlement. (*See generally* Mot.) The court observes that district courts have used the lodestar method when there is no common fund. *See Lou v. Am. Honda Motor Co., Inc.*, 2025 WL 1359067, at

*7 (N.D. Cal. May 9, 2025) ("The lodestar method is also appropriate here because there is no common fund in this case."); *Greater Los Angeles Agency on Deafness, Inc. v. Krikorian Premiere Theatres, LLC*, 2015 WL 12656272, at *3 (C.D. Cal. May 18, 2015) ("Here, since there is no common fund, the [c]ourt will utilize the lodestar method to determine the reasonableness of the attorneys' fees."). In a future motion for attorneys' fees, the parties should address the disproportionality factor and submit a thorough record for the court to evaluate.

At this stage, the court does not find any inadequacies in the negotiating process or substantive inadequacies in the Settlement's provisions that bar preliminary approval. However, at final approval, the court will scrutinize the Settlement closely to determine whether the clear sailing arrangement and/or the contemplated fee request are possible reflections of collusion.

In addition to the amount of counsel's fees and costs, the court must scrutinize the timing of payment. Fed. R. Civ. P. 23(e)(2)(c). The Settlement provides that any fees awarded to Class Counsel must be paid within forty-five days after the Effective Date of Fee Approval, which is "the date following the entry of the Final Approval Order on Fees." (SA at 10, 28.) The Settlement also provides that all "payments for Approved Claims will be mailed by the Claims Administrator by the Approved Claim Payment Date," which is "the date 60 days after the Effective Date of Class Settlement." (*Id.* at 7, 22.) Assuming the court issues orders approving Class Counsel's fees and costs and the class settlement at the same time, class members may receive their benefits after Class Counsel gets paid. "This could cast a slight shadow on the proposed fee and cost arrangements." *Farrar v. Workhorse Grp., Inc.*, 2023 WL 5505981, at *10 (C.D. Cal. July 24, 2023) (citing *Salas Razo v. AT&T Mobility Servs., LLC*, 2022 WL 4586229, at *13 (E.D. Cal. Sept. 29, 2022) ("[C]ounsel will receive payment at the same time as Class Members, and the timing of payment does not weigh against preliminary approval of the Class Settlement.")). Counsel does not address this issue in the Motion. (*See generally* Mot.) At this time, the court does not find that this issue warrants denial of preliminary approval, but Counsel should address this issue at a later stage in the proceedings.

d. Agreements Required to Be Identified Under Rule 23(e)(3)

The court must also consider whether there is "any agreement required to be identified under Rule 23(e)(3)," Fed. R. Civ. P. 23(e)(2)(C)(iv)—that is, "any agreement made in connection with the proposal," *id.* 23(e)(3). Here, Plaintiffs state that "there are no other agreements between the Parties related to the Settlement." (Mot. at 19; *see* Joint Decl. ¶ 12 ("There are no other agreements between the Parties related to the Settlement under Fed. R. Civ. P. 23(e)(3).").)

4. Equitable Class Member Treatment

The final Rule 23(e) factor turns on whether the proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2). "Matters of concern could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23 advisory committee's note to 2018 amendment.

As discussed in Section I.B, Class members are eligible for compensation in the form of out-of-pocket cost reimbursement or a dealer service card. (SA at 16.) The Settlement provides that the "amount of reimbursement for an eligible Claim for Out-of-Pocket Costs will be determined based on the Reimbursement Percentage and Cap," based on the mileage of the vehicle at the time the claim for a window regulator repair was made. (*Id.* at 17.) The court finds it is reasonable to award more compensation to class members with vehicles with lower mileage. The court further finds that the Settlement treats class members equitably.

5. Service Awards for Representative Plaintiffs

Next, the court notes the Settlement states that "Class Counsel may apply to the [c]ourt for the payment of Service Awards in an amount of up to $1,500 per Class Representative." (SA at 28.) Service awards or incentive awards are payments to class representatives for their service to the class in bringing the lawsuit. *Radcliffe v. Experian Info. Sols. Inc.*, 715 F.3d 1157, 1163 (9th Cir. 2013). Courts routinely approve this type of award to compensate representative plaintiffs for the services they provide and the risks they incur during class action litigation. *Rodriguez*, 563 F.3d at 958-59; *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 499 (E.D. Cal. 2010). A $5,000 payment is "presumptively reasonable." *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266 (N.D. Cal. 2015). At final approval, Counsel should submit evidence regarding the time and effort Plaintiffs expended on behalf of the class, the risks they undertook, and any other relevant information. *See Harris v. Amgen, Inc.*, 2016 WL 7626161, at *9 (C.D. Cal. Nov. 29, 2016) ("Specifically, the Court expects Class Counsel to support its motion for final approval with [a] detailed declaration[] from the named Plaintiff[] outlining the efforts expended and the risks taken on behalf of the class."). At this stage, the court finds the contemplated service awards do not weigh against granting preliminary approval.

6. Summary

In sum, after analyzing the Rule 23(e)(2) factors, and taking into consideration the eight factors the Ninth Circuit has provided to guide the court's Rule 23(e)(2) analysis, the court preliminarily concludes that the Settlement is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2); *Kim*, 8 F.4th at 1178; *Roes, 1-2 v. SFBSC Mgmt.*, 944 F.3d 1035, 1048 (9th Cir. 2019); *Staton*, 327 F.3d at 959.

C. Notice of the Proposed Settlement

Plaintiffs also seek approval of the proposed manner and form of the notice that will be sent to the class members. For Rule 23(b)(3) classes, courts "must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B).

The court finds that the proposed manner of notice is adequate. Under the Settlement, "[f]ollowing entry of the Preliminary Approval Order, the Claims Administrator shall provide by email (where available) or by direct U.S. mail (only where email is not available), to all reasonably identifiable Class Members a Postcard Notice." (SA at 18, Exs. B, C.) "For purposes of identifying the requisite names and addresses, Kia will provide all names and addresses of Class Vehicle owners, along with Class Vehicle VINs, to S&P Global (or similar third-party entity), who shall be authorized to use that information to obtain the names and most current addresses of current and former Class Vehicle owners and lessees through state agencies." (*Id.* at 18-19.) "Prior to disseminating Notice, the Claims Administrator shall conduct an address search through the U.S. Postal Service's National Change of Address database to update the address information for Class Vehicle owners and lessees. If any Class Notice is returned as undeliverable, the Claims Administrator will make a reasonable effort to resend them if an updated mailing address is provided or available." (*Id.* at 19.) "The Claims Administrator shall create, launch, and maintain the Settlement Website from date the Class Notice is mailed through 90 days after the Approved Claim Payment Date." (*Id.*)

The court finds proposed form of notice also meets the requirements of Rule 23(c)(2)(B), which requires that notice to class members "clearly and concisely state, in plain, easily understood language (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues or defenses; (iv) that the class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." Fed. R. Civ. P. 23(c)(2)(B); (*see* SA Exs. B, C.)

D. Settlement Administrator

The parties agree and propose that the court appoint Kroll Settlement Administration, LLC ("Kroll") as the Settlement Administrator. (SA at 8; *see* Mot. at 26-27.) The court notes that Kroll, selected "after a competitive bidding and selection process and mutually agreed to by the Parties," has been appointed by other courts as settlement administrator. *See, e.g.*, *Sankar v. California Northstate Univ., LLC*, 2025 WL 3539089, at *16 (E.D. Cal. Dec. 10, 2025) (appointing Kroll as settlement administrator); *Hernandez v. Cnty. of Monterey*, 2026 WL

202866, at *1 (N.D. Cal. Jan. 26, 2026) (same). The court finds that it is appropriate to appoint Kroll as Settlement Administrator. At the final approval stage, the court will evaluate the reasonableness of costs incurred by Kroll, and any motion for final approval should include evidence regarding the amount of those costs.

III. Disposition

For the foregoing reasons, the court **GRANTS** the Motion. The court **ORDERS** the following:

A. The court **APPOINTS** Plaintiffs David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith as Class Representatives;

B. The court **APPOINTS** Andrew W. Ferich and Sarper Unal of Ahdoot & Wolfson, PC, and Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C. as Class Counsel;

C. The court **PRELIMINARILY APPROVES** the Settlement, subject to further consideration at the final approval stage;

D. The court **APPOINTS** Kroll Claims Administration as Settlement Administrator;

E. The court **APPROVES** the form of the proposed notice and **DIRECTS** the parties and the Settlement Administrator to carry out their obligations under this Order and the Settlement; and

F. The court sets a Final Approval Hearing for **January 7, 2027, at 10:00 a.m.** in **Courtroom 10D**. The court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to the class.