

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA

3
4 MAJEED SEIFI, et al.,
5 Plaintiffs,

6 v.

7 MERCEDES-BENZ U.S.A., LLC,
8 Defendant.

Case No. 12-cv-05493-TEH

**ORDER RE: JOINT MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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10 The parties shall either submit a joint statement in response to the following
11 questions, or else shall be prepared to discuss them at the April 27, 2015 hearing on their
12 joint motion for preliminary approval of class action settlement:

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14 1. Will MBUSA pay 100% of the cost of any Settlement Class Members' repairs, as
15 indicated by the motion? Compare Mot. at 3 (Docket No. 142) with Settlement Agreement
16 at ¶ 4.2 (Docket No. 142-2). If so, where does the Settlement Agreement provide for
17 100% payment, and which Settlement Class Members would receive it?

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19 2. Will the 45-day deadline to object or opt-out of the Settlement restart for Class
20 Members for whom notice is returned under ¶ 5.7 of the Settlement Agreement?

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22 3. The Court believes that it lacks jurisdiction to stay active proceedings in other
23 federal district courts, and that concerns of comity militate against such a stay. Newberg
24 on Class Actions § 10:40 (5th ed. 2013); see also Califano v. Yamasaki, 442 U.S. 682, 702
25 (1979). By what authority do the parties request the stay described in ¶¶ 8.1 and 12.14 of
26 the Settlement Agreement and ¶ 19 of the proposed order? What efforts have the parties
27 made to obtain a voluntary stay in any related cases?
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4. Does the LI repair code cover all repairs that may be required in relation to the Subject Sprockets? If not, does the Settlement Agreement release claims for repairs that the LI code does not cover?

IT IS SO ORDERED.

Dated: 03/25/15



THELTON E. HENDERSON
United States District Judge