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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CORY HAZDOVAC, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MERCEDES BENZ USA, LLC, and DOES
MBUSA 1 through 10, inclusive,

Defendants.

Case No. 20-cv-00377-RS

CLASS ACTION

**NOTICE OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

**MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
JORDAN L. LURIE; AND [PROPOSED]
PRELIMINARY APPROVAL ORDER
FILED CONCURRENTLY**

Judge: Hon. Richard Seeborg

Date: December 4, 2025

Time: 1:30 p.m.

Courtroom: 3, 17th Floor

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **NOTICE IS HEREBY GIVEN** that on December 4, 2025 at 1:30 p.m., or as soon
3 thereafter as the matter may be heard, before the Honorable Richard Seeborg in Courtroom 3,
4 located at the United States District Court for the Northern District of California, San Francisco
5 Division, 450 Golden Gate Avenue, San Francisco, California 94103, Plaintiff Cory Hazdovac
6 (“Plaintiff”) on behalf of herself and all others similarly situated, will and hereby does, move for
7 preliminary approval of the class action settlement in this case pursuant to Federal Rule of Civil
8 Procedure 23(e).

9 Plaintiff requests the following relief:

10 1. Preliminary approval of the class action Settlement as set forth in the Settlement
11 Agreement attached as Exhibit 1 to the Declaration of Jordan L. Lurie (“Lurie Decl.”), and all
12 related notice and other deadlines as set forth in the agreement or as otherwise ordered by the Court
13 subject to the terms and conditions of the Settlement Agreement, so that Plaintiff may then move
14 the Court for Final Approval of the Settlement Agreement;

15 2. Conditional certification of the Settlement Class as defined in the Settlement;

16 3. The appointment of Jordan L. Lurie and Ari Y. Bassler of Pomerantz LLP, as
17 Settlement Class Counsel;

18 4. The appointment of Plaintiff as the Class Representative;

19 5. An Order directing the dissemination of the notice of class action settlement to the
20 Settlement Class as proscribed by the Settlement;

21 6. Appointment of a Settlement Administrator;

22 7. An Order setting a schedule for the dissemination of notice to the Settlement Class;
23 deadlines for Settlement Class Members to opt-out of the Settlement; deadlines for Settlement
24 Class Members to object to the Settlement or to enter an appearance through counsel; and for a
25 Fairness Hearing to address final approval of the Class Action Settlement Agreement following
26 the notice period; and,

27 8. Any other relief that the Court deems just and equitable under the circumstances.

28 This Motion is based upon this Notice, the accompanying Memorandum of Points and

1 Authorities, the Declaration of Jordan L. Lurie, and all documents and arguments in support
2 thereof.

3 Dated: November 13, 2025

Respectfully submitted,

4

POMERANTZ LLP
FRONTIER LAW CENTER

5

6

By: /s/ Ari Y. Basser

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Jordan L. Lurie

Ari Y. Basser

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Manny Starr

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Attorneys for Plaintiff and the Class

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MBUSA 1 through 10, inclusive,

Defendants.

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**PLAINTIFF’S MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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Fed. R. Civ. P. 23*passim*

1 **I. INTRODUCTION**

2 Plaintiff Cory Hazdovac (“Plaintiff”) hereby moves for preliminary approval of the
3 Settlement of this class action with Defendant Mercedes-Benz USA, LLC (“Defendant” or
4 “MBUSA”) (Plaintiff and Defendant are collectively referred to as “the Parties”). As set forth
5 below, the proposed Settlement satisfies all the requirements for preliminary settlement approval.

6 From Plaintiff’s perspective, this is a ground-breaking settlement. After nearly six years of
7 litigation, if this Settlement is approved, MBUSA will cover fourteen (14) vehicle parts (the
8 “Subject Parts”) for 7 years/70,000 miles, as Plaintiff has alleged is required under the California
9 Emissions Warranty (Cal. Code Regs., tit. 13, §§ 2035, *et seq.*) (“Emissions Warranty” or
10 “Warranty”). Moreover, under the Settlement, MBUSA has agreed to reimburse Settlement Class
11 Members who, at any time before the Effective Date of the Settlement, pay or paid out of pocket to
12 diagnose, repair, or replace the Subject Parts in the Subject Vehicles, as set forth in the Settlement
13 Agreement (“S.A.”) (attached as Ex. 1 to Declaration of Jordan L. Lurie in Support of Plaintiff’s
14 Unopposed Motion for Preliminary Approval of Class Action Settlement (“Lurie Decl.”) and
15 described in detail below. The Settlement applies to an estimated 1 million or more Mercedes-Benz
16 vehicles registered in California or Reg. 177 States from model year 2015 to the present (the
17 “Subject Vehicles”). The Release is carefully tailored and limited to the Subject Parts only. This
18 Settlement was achieved as a result of nearly three years of mediation and ongoing negotiations
19 conducted initially by (Ret.) Judge Jay Gandhi and, more recently, by Michelle Yoshida, and as a
20 result of Ms. Yoshida’s mediator’s recommendation.

21 All of the requirements for preliminary certification are satisfied, and the proposed
22 Settlement is fair, adequate and reasonable. The Parties respectfully request that the Settlement be
23 preliminarily approved and that the Court enter the proposed schedule for Class notice as set forth
24 in the Preliminary Approval Order filed concurrently.

25 **II. BRIEF BACKGROUND**

26 This Court is familiar with the basic facts of this case from its prior rulings. ECF 33, 58,
27 76. This case arises out of MBUSA’s alleged violation of the Emissions Warranty by failing to
28 identify and cover “high-priced, emissions-related parts” (“HPPs”) in various Mercedes-Benz

1 vehicles sold or leased in California and other Reg 177 States (or “Section 177 States”). Plaintiff
2 alleges that MBUSA’s failure to classify the parts as high-priced warranted parts improperly limited
3 warranty coverage to 4 years/50,000 miles, rather than the statutorily required 7 years/70,000 miles,
4 thereby shifting repair costs to consumers in violation of the Unfair Competition Law (Bus. & Prof.
5 Code § 17200 *et seq.*) and the Consumers Legal Remedies Act (Civ. Code § 1750 *et seq.*)

6 Plaintiff initiated her action in the Superior Court of California for the County of Alameda
7 on December 4, 2019. MBUSA removed to this Court on January 17, 2020. Lurie Decl., ¶8.

8 On July 13, 2020, MBUSA moved to dismiss the First Amended Complaint, which the
9 Court denied on September 16, 2020. ECF 33. Plaintiff filed a motion for leave to file a Second
10 Amended Complaint (“SAC”), which the Court granted on January 13, 2022. ECF 58. Plaintiff
11 filed her SAC on February 16, 2022. MBUSA moved to dismiss the SAC, which the Court granted
12 in part and denied in part on June 15, 2022. ECF No. 76. MBUSA answered the SAC on July 20,
13 2022. ECF 79. Lurie Decl., ¶9.

14 The Parties have engaged in protracted and, at times, contested, formal discovery, including
15 the production and review of thousands of documents produced by MBUSA, numerous written
16 discovery requests, the deposition of MBUSA’s person most knowledgeable, and the deposition of
17 Plaintiff. The Parties also engaged in informal discovery and detailed exchanges of technical and
18 warranty data in connection with the mediations. Lurie Decl., ¶10.

19 The Parties engaged in detailed and extensive pre- and post-mediation discussions and
20 exchanged settlement information. Lurie Decl., ¶11. The Parties participated in a full-day
21 mediation with Jay Gandhi on October 31, 2022, two full-day mediations with Michelle Yoshida
22 on January 22, 2024, and May 7, 2024, followed by numerous negotiations with Ms. Yoshida over
23 the next six months. As a result of the mediations, the Parties identified the Subject Parts and
24 Subject Vehicles for Settlement. *Id.* The Parties ultimately reached agreement as to principal terms
25 based on the mediator’s recommendation, and then separately negotiated fees, costs, and a proposed
26 service award with the active participation and guidance of the mediator. Lurie Decl., ¶¶12, 13.
27 The Settlement is set forth in complete and final form in the Settlement Agreement. Lurie Decl.,
28 ¶14. In connection with the Settlement, Plaintiff has filed a Third Amended Complaint that

1 specifically identifies the Subject Parts and details the claims and allegations for Settlement. Lurie
2 Decl., ¶15.

3 **III. SETTLEMENT TERMS**

4 **A. The Settlement Class**

5 The Settlement contemplates certification of a Settlement Class consisting of “All Persons,
6 in Section 177 States, who purchased or leased Mercedes-Benz vehicles between model year 2015
7 and the present that are covered by an HPP Warranty” (*i.e.*, the warranty covering the period
8 between 4 years/50,000 miles and 7 years/70,000 miles provided by MBUSA covering high-priced,
9 emissions-related parts) Settlement Agreement §1.30.¹ The model and model years of the Class
10 Vehicles, and the Section 177 States covered by the Settlement are identical to the allegations in
11 the operative Third Amended Complaint. Further, as set forth below, Plaintiff and the Settlement
12 Class are receiving the relief they sought in the operative complaint and that they would have
13 received had they prevailed on their claims with respect to the Subject Parts, namely, a
14 determination that the Subject Parts are covered by the HPP Warranty, HPP Warranty extensions,
15 and reimbursement for out-of-pocket costs.

16 **B. Benefits to Settlement Class Members**

17 **1. Warranty Extension**

18 MBUSA has agreed that, on a going forward basis, beginning on the Effective Date and
19 continuing thereafter, it will provide 100% coverage for the repair, replacement, or diagnosis of a
20 Subject Part on a Subject Vehicle performed at an Authorized Service Center, after the expiration
21 of the Subject Vehicle’s 4-year/50,000-mile warranty but before the expiration of the Subject
22

23 ¹ Excluded from the Class are: “a) Persons who have settled with, released, or otherwise had
24 claims adjudicated on the merits for or against Defendant or any Released Party that are
25 substantially similar to the Litigation Claims (*i.e.*, alleging that that Defendant or the Released
26 Parties did not identify the Subject Parts as “high-cost emissions warranty parts” under
27 California’s emissions warranty requirements and covered under the HPP Warranty); b) Defendant
28 and its officers, directors and employees, as well as their corporate affiliates and the corporate
affiliates’ officers, directors and employees; c) Counsel to any of the parties; d) Judge Richard
Seeborg, any district court or appellate judge later assigned to this matter, the Mediator, and
members of their respective immediate families; e) Governmental entities; and, f) Persons who
properly elect to be excluded from the Settlement Class.” S.A. §1.30.

1 Vehicle's 7-year/70,000-mile warranty upon confirmation that the part(s) presented for repair,
2 replacement, or diagnosis are Subject Parts of a Subject Vehicle and that the repair or replacement
3 is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty
4 book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that the
5 vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse,
6 neglect, or improper maintenance was the direct cause of the need for the repair or replacement of
7 the Subject Parts). S.A. §4.3. All terms and conditions of the HPP Warranty will apply. S.A. §4.4.
8 The HPP Coverage will follow the Subject Vehicles, is not personal to any owner and lessee, and
9 will survive the sale of Subject Vehicles to subsequent purchasers (so long as the Subject Vehicle
10 remains registered in a Section 177 State). HPP Coverage will be processed through MBUSA's
11 standard payment processes with its dealers. S.A. §4.6.

12 The Settlement Class Members will not be required to present any Settlement-related
13 document to receive service covered under this HPP Coverage at an authorized Mercedes-Benz
14 dealership. Settlement Class Members will not have to pay out of pocket for repairs, replacements,
15 or diagnoses covered under the HPP Coverage. MBUSA also will not impose any fees or charges
16 for repairs, replacements, or diagnoses covered under the HPP Coverage. S.A. §4.5. All applicable
17 rights and conditions under preexisting warranties will remain notwithstanding the implementation
18 of this Settlement. Nothing in the Settlement will be construed as diminishing or otherwise
19 affecting any other express or implied warranties covering the Subject Vehicles. S.A. §4.7.

20 **2. Out-of-Pocket Reimbursement Program**

21 Settlement Class Members shall be entitled to submit claims for reimbursement of out-of-
22 pocket costs paid by them for "Qualified Repairs" to their Subject Vehicles, subject to the
23 reasonable claims processes in Section 9 of the Settlement. A "Qualified Repair" is "a repair,
24 replacement, or diagnosis (unless the diagnosis was a "Qualified Diagnosis") of a Subject Part on
25 a Subject Vehicle performed at an Authorized Service Center before the Effective Date and that is
26 not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty book
27 for the Subject Vehicle. S.A. § 1.26. S.A. § 1.25. MBUSA agrees to provide 50% reimbursement
28 for out-of-pocket costs for parts, labor, and diagnosis for Valid Claims for such Qualified Repairs

1 that were incurred after the expiration of the Subject Vehicle’s 4-year/50,000-mile warranty but
2 before the expiration of the Subject Vehicle’s 7-year/70,000-mile warranty.

3 Settlement Class Members who did not ultimately repair their vehicles are entitled to submit
4 claims for reimbursement of out-of-pocket costs paid by them for Qualified Diagnoses to their
5 Subject Vehicles. A “Qualified Diagnosis” is “a diagnosis of a Subject Part on a Subject Vehicle
6 performed at an Authorized Service Center before the Effective Date but only if (1) after receiving
7 the diagnosis, the owner did *not* repair or replace the Subject Part at an Authorized Service Center
8 or at all, and (2) the Subject Part or Subject Vehicle is not otherwise excluded from HPP Warranty
9 coverage for the reasons set forth in the warranty book for the Subject Vehicle.” MBUSA agrees
10 to provide 100% reimbursement for out-of-pocket costs (limited to the labor and diagnosis) for
11 Valid Claims for such Qualified Diagnoses that were incurred after the expiration of the Subject
12 Vehicle’s 4-year/50,000-mile warranty but before the expiration of the Subject Vehicle’s 7-
13 year/70,000-mile warranty. S.A. §4.2.

14 The Settlement also provides for a robust notice program (discussed more below) providing
15 Settlement Class Members with information on accessing the claim form from the Settlement
16 Website and submitting a claim, including the required documentation, which includes: (a) a repair
17 order or invoice or other documentation showing that the Subject Vehicle received a Qualified
18 Repair or Qualified Diagnosis and the cost of the relevant repair, replacement, or diagnosis;
19 (b) proof of the Settlement Class Member’s payment for the Qualified Repair or Qualified
20 Diagnosis (e.g., credit card statement, invoice showing zero balance, receipt showing payment,
21 etc.); (c) proof of the Settlement Class Member’s ownership or lease of the Subject Vehicle at the
22 time of the Qualified Repair or Qualified Diagnosis; and, (d) proof of the Settlement Class
23 Member’s registration in a covered Section 177 State at the time of the claimed Qualified Repair
24 or Qualified Diagnosis. S.A. §9.2. Claimants can submit claims by U.S. mail, by email, or through
25 the dedicated Settlement Website. S.A. §9.4.

26 **C. The Release of Claims/Liability**

27 The Settlement Agreement’s Release only covers those claims alleged in the Litigation and
28 claims based on the same factual predicate underlying the claims alleged in the Litigation. In

1 consideration of the Settlement benefits, MBUSA and its related entities and affiliates (the
2 “Releasees,” as defined in S.A. §6.1) receive a release only of claims and potential claims related
3 to the Subject Parts. S.A. §6.1.

4 The scope of the Release is not overbroad. It is limited to the specific Subject Parts at issue
5 in this litigation and to the issues, allegations, and claims that are or could have been asserted as to
6 those Subject Parts. The Release excludes claims for death and personal injury. *Id.* In sum, the
7 Released Claims include only claims against MBUSA and other relevant nonparties for economic
8 damages that are related to the Subject Parts and based on the Litigation’s same underlying factual
9 predicate. *See Reyn’s Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 748 (9th Cir. 2006) (“[A]
10 federal court may release not only those claims alleged in the complaint, but also a claim based on
11 the identical factual predicate as that underlying the claims in the settled class action. A class
12 settlement may also release factually related claims against parties not named as defendants....”
13 (citations omitted and alterations adopted)); *Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir.
14 2010).

15 **D. The Notice Plan and Claims Process**

16 The Settlement provides for a fair, equitable, and straightforward claims process for
17 Settlement Class Members. MBUSA has agreed to reimburse Settlement Class Members who
18 submit Valid Claims for their out-of-pocket costs paid for Qualified Diagnoses or Qualified Repairs
19 pursuant to the claim procedures set forth in the Settlement Agreement. S.A. §5.1. Settlement
20 Class Members who wish to make a reimbursement claim for Qualified Repairs must submit a
21 completed and signed Reimbursement Claim Form attesting that s/he is a Settlement Class Member
22 and that the information in the completed Reimbursement Claim Form is true and correct under
23 penalty of perjury. Claims must include the information required by the Settlement and be mailed
24 to the Settlement Administrator or submitted online through the electronic version of the
25 Reimbursement Claim Form on the Settlement Website within the applicable Claims Period. When
26 a claim is deficient in the first instance, Settlement Class Members will be notified and provided
27 the opportunity to cure such deficiencies (unless the original submission shows affirmatively that
28 the claim is ineligible (e.g., if it shows affirmatively that the repair was paid for by a third party)).

1 Details regarding the Reimbursement Claim Form and submission, eligibility for reimbursement,
2 documentation required, procedures for deficient and ineligible claims, and payment information
3 will be available on the Settlement Website. S.A. §9.2. MBUSA will pay all reasonable costs for
4 the Notice Plan and other aspects of settlement administration. S.A. §8.7. In no event will Class
5 Counsel be responsible for any Administration Expenses. *Id.*

6 The Settlement Administrator will be responsible for, without limitation, sending the Class
7 Notice to all Settlement Class Members and administering the Notice Plan; sending CAFA notice;
8 creating, maintaining, and monitoring the Settlement Website; receiving and administering claims
9 for reimbursement for Qualified Diagnoses and Qualified Repairs pursuant to the Agreement;
10 receiving and reporting opt-out notices and objections; providing periodic reports; and otherwise
11 administering the Settlement pursuant to the Agreement. S.A. §8.2.

12 **E. The Proposed Notice to the Settlement Class**

13 Before approving a class settlement, “[t]he court must direct notice in a reasonable manner
14 to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). Where the
15 settlement class is certified under Rule 23(b)(3), the notice must also be the “best notice that is
16 practicable under the circumstances, including individual notice to all members who can be
17 identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Following the Court granting
18 preliminary approval of the Settlement, the Settlement Administrator shall send the Court-approved
19 Class Notice (or Short-form Notice) to all Settlement Class Members who have addresses identified
20 through the sources specified in the Notice Plan within one hundred (100) days. S.A. §8.9. The
21 Settlement Administrator shall reserve, create, maintain, and monitor a website on which the Long-
22 Form Class Notice and the Agreement and any other documents agreed upon by the Parties and/or
23 required by the Court shall be posted. S.A. §8.13. The Long-Form notice shall include the general
24 terms of the Settlement, opt-out rights, rights to object; and fees and expenses sought by Plaintiff
25 and Class Counsel. S.A. §8.14. The Settlement Website shall also include a link to download a
26 copy of the Reimbursement Claim Form and will have an electronic version of the Reimbursement
27 Claim Form online that allows claims to be submitted electronically and any required
28 documentation to be uploaded electronically to the settlement website. *Id.* In addition, the

1 Settlement Administrator shall also create, maintain, monitor, and administer a social media
2 notification program that shall provide Settlement-related information to Settlement Class Members
3 using Google Display Network, Facebook, and Instagram, or similar media. S.A. §8.14. Further,
4 nothing in the Settlement Agreement shall preclude Class Counsel from undertaking separate
5 outreach to the Settlement Class Members, including on social media. Class Counsel shall provide
6 Defense Counsel five (5) business days' notice before issuing any public statement about the
7 Settlement. S.A. §8.15. The Short-Form Notice, proposed banners, and Long-Form Notice are
8 attached to the Declaration of Brandon Schwartz Regarding Settlement Administration and Notice
9 Plan ("Schwartz Decl."), as Exhibits C, D and E, respectively.

10 For purposes of mailing Notice, within seven (7) days after entry of the Preliminary
11 Approval Order, MBUSA has agreed to provide to the Settlement Administrator, and the Settlement
12 Administrator shall provide to IHS Automotive, Inc. (formerly R.L. Polk & Company) or a similar
13 third-party entity, a list of VINs for potential Subject Vehicles, and the latter shall use that
14 information to obtain the names and most current known addresses of Subject Vehicle owners
15 through state departments of motor vehicles or similar agencies in California and Section 177
16 States.² Because some states require a prior court order before vehicle owner information can be
17 released, such information is unlikely to be available until after the Preliminary Approval Order
18 ordering the release of such information is entered. S.A. §8.10. Prior to direct mail notice via the
19 Short-Form Notice, the Settlement Administrator shall conduct an address search through the
20 United States Postal Service's National Change of Address database to update the address
21 information for vehicle owners. S.A. §8.11.

22 In the event that subsequent to the first mailing of the Short-Form Notice, the Short-Form
23 Notice is returned to the Settlement Administrator by the United States Postal Service within
24 twenty-eight (28) days of the original mailing of the Short-Form Notice, with a forwarding address

25 _____
26 ² Because membership in the Settlement Class depends on the state of registration of a vehicle,
27 and the state of sale does not necessarily show this (e.g., a vehicle sold in North Carolina might
28 nonetheless have ultimately been moved to and registered in California), MBUSA will provide
information for all relevant vehicles sold anywhere in the United States. The Settlement
Administrator, via a vendor, will then obtain registration data and contact information for the
Subject Vehicles.

1 for the recipient, the Settlement Administrator shall re-mail the Short-Form Notice to that address,
2 and the forwarding address shall be deemed the updated address for that Settlement Class Member.
3 In the event that subsequent to the first mailing of the Short-Form Notice, the Short-Form Notice is
4 returned to the Settlement Administrator by the United States Postal Service within twenty-eight
5 (28) days of the original mailing of the Short-Form Notice because the address of the recipient is
6 no longer valid, and the name of the Settlement Class Member is known, the Settlement
7 Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current
8 address of the Settlement Class Member in question and, if such an address is ascertained, the
9 Settlement Administrator will promptly re-send the Notice. If no updated address is obtained for
10 that Settlement Class Member, the Short-Form Notice shall be sent again to the last known address.
11 S.A. §8.12.

12 For a period ending ninety (90) days after the Notice Date, the Settlement Administrator
13 will provide Class Counsel and MBUSA with reasonable periodic reports of the total number of
14 Notices sent to Settlement Class Members by email and U.S. mail, along with the numbers of
15 Notices returned as undeliverable. The Settlement Administrator will communicate with Class
16 Counsel and MBUSA regarding delivery of Notice and the number of Settlement Class Members
17 who have responded to the Notice. S.A. §5.7.

18 Finally, as discussed below, the Notice Program, its accompanying Reimbursement Claim
19 Form, and the Settlement Website all provide the necessary details, including how and by when a
20 reimbursement claim must be submitted, what information and documentary proof is required for
21 a valid claim, and how to contact the Settlement Administrator, or Class Counsel, with any
22 questions or requests for assistance with respect to a claim. Indeed, the Class Notice and Settlement
23 Website provide the mailing address, the email address and a toll-free telephone number for
24 Settlement Class Members to contact the Settlement Administrator.

25 Persons falling within the definition of the Settlement Class may exclude themselves from
26 the Settlement by notifying the Settlement Administrator of their intent to opt out not later than
27 forty-five (45) days after the Notice Date. Such notice must be made in writing and contain; (1)
28 the Person's name; (2) his or her current address and telephone number; (3) his or her Subject

1 Vehicle Identification Number and the dates of ownership or lease for such Subject Vehicle; (4) a
2 dated, handwritten signature; and, (5) a written statement that such Person has reviewed the Class
3 Notice and wishes to be excluded from the Settlement. S.A. §8.18.

4 Any Settlement Class Member who wishes to enter an objection to be considered is to
5 submit a written notice of objection directly to the Court at the address set forth in the Notice
6 postmarked by no later than forty-five (45) days after the Notice Date. S.A. §8.19. Any Settlement
7 Class Member who does not file a timely, valid written request for exclusion under the terms of the
8 Settlement Agreement shall be bound by all subsequent proceedings, orders, and judgments as
9 specified in the Settlement Agreement. *Id.* The Settlement Agreement identifies the specified
10 requirements for filing a valid objection. S.A. §8.19. The same information will be provided to
11 Settlement Class Members in the Long-Form Notice, and on the Settlement Website.

12 Plaintiff requests that the Court approve this method of notice as the best practicable under
13 the circumstances. *See, e.g., Rannis v. Recchia*, 380 F. App'x. 646, 650 (9th Cir. 2010) (finding
14 mailed notice to be the best notice practicable where reasonable efforts were taken to ascertain class
15 members' addresses). The notices comply with Rule 23(c)(2)(B) since they "clearly and concisely
16 state in plain, easily understood language" the nature of the action; the Class definition; the Class
17 claims, issues, or defenses; that the Class Member may appear through counsel; that the Court will
18 exclude any Class Member who requests exclusion; the time and manner for requesting exclusion
19 and objecting to the Settlement; and the binding effect of a class judgment on Class Members.

20 In compliance with the attorney general notification provision of the Class Action Fairness
21 Act ("CAFA"), 28 U.S.C. § 1715, MBUSA (via the Settlement Administrator) will also cause notice
22 of the Settlement to be provided to the Attorney General of the United States and the attorneys
23 general of each state or territory in which a Class Member resides ("CAFA Notice"). MBUSA will
24 bear all costs of effecting the CAFA Notice. S.A. §8.8.

25 **F. Proposed Attorneys' Fees, Litigation Costs, and Service Award**

26 After the Parties reached agreement on the principal terms of the Settlement, the mediator
27 assisted the Parties in negotiating sums for attorneys' fees, expenses, and a service award separately.
28 Lurie Decl., ¶13. These amounts to be finally awarded by the Court are in addition to the benefits

1 provided directly to the Settlement Class and will not reduce or otherwise have any effect on the
2 benefits made available to the Settlement Class. Class Counsel may apply to the Court for, and
3 MBUSA agrees to pay subject to Court approval, an award of reasonable Attorneys' Fees, Costs,
4 and All Other Expenses, up to, but not to exceed, the total combined sum of \$2,812,500. S.A. §5.3.
5 This amount was determined with assistance of the Mediator and only after reaching agreement
6 upon all other material terms of this Agreement and was not the product of "collusion." Lurie Decl.,
7 ¶13; *see also* discussion at Section IV. B below.

8 Also, subject to Court approval, the Settlement Agreement provides, subject to Court
9 approval, for a service award to the named Class Representative for her effort to secure relief on
10 behalf of the Settlement Class, in the amount of \$10,000, to be paid separately from the benefits to
11 the Settlement Class. S.A. §5.2. MBUSA will pay Class Counsel the Service Awards and any
12 Attorneys' Fees, Costs, and All Other Expenses awarded by the Court within forty-five days of the
13 Effective Date. S.A. §5.4.

14 **IV. LEGAL STANDARD**

15 The Ninth Circuit maintains a "strong judicial policy that favors settlements" in class
16 actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). As this Court has
17 noted in various cases (*see, e.g., Lagunas v. Young Adult Inst., Inc.*, 2024 U.S. Dist. LEXIS 41242
18 at *4-7 (N.D. Cal., March 4, 2024)), under Fed. R. Civ. P. 23(e), first, the proposed settlement class
19 must meet the criteria for certification under Rule 23. Second, the proposed settlement must be
20 within the ambit of what is "fair, adequate and reasonable" Rule 23(e). The Northern District of
21 California also has adopted additional procedural guidance for evaluating proposed settlements. If
22 preliminary approval is granted, notice is distributed to the class members and a final hearing is
23 held to determine whether the settlement satisfies Rule 23(e)(2).

24 As demonstrated below, all of the requirements for preliminary approval are satisfied.

25 **V. THE SETTLEMENT SATISFIES THE REQUIREMENTS OF RULE 23**

26 **A. The Requirements of Rule 23(a) are Satisfied**

27 **1. The Settlement Class Is Sufficiently Numerous and Ascertainable**

28 This requirement is easily satisfied here, as there are believed to be more than 1,000,000

1 Subject Vehicles given the number of VINs anticipated and the average number of owners per
2 vehicle and likely more than 1.5 million Settlement Class Members, based on preliminary
3 information provided by MBUSA and the Settlement Administrator. The precise number of Subject
4 Vehicles will not be known until after the Settlement is preliminarily approved, because registration
5 data from the relevant state departments of motor vehicles cannot be obtained until a preliminary
6 approval order is entered. Lurie Decl., ¶16. While there is no “ascertainability” requirement in this
7 Circuit (see *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1125 n.4 (9th Cir. 2017), the
8 Settlement Class is ascertainable as Settlement Class Members will be identified through vehicle
9 records provided by MBUSA and inquiries with each Section 177 State’s department of motor
10 vehicle records. S.A. §8.10.

11 **2. There are Questions of Law and Fact that are Common to the** 12 **Settlement Class**

13 The criterion for commonality is “the capacity of a class wide proceeding to generate
14 common answers apt to drive the resolution of the litigation.” *Wal-Mart Stores*, supra, 564 U.S. at
15 350. The “commonality requirement has been ‘construed permissively,’ and its requirements
16 deemed minimal.” *Estrella v. Freedom Fin’l Network*, 2010 U.S. Dist. LEXIS 61236, at *25 (N.D.
17 Cal. June 2, 2010) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1018-20 (9th Cir. 1998)).
18 Even a single common question will suffice to satisfy the requirement. *Wal-Mart Stores, Inc. v.*
19 *Dukes*, 564 U.S. 338, 359 (2011).

20 Here, the common issues include whether the Subject Parts should be covered under the
21 HPP Emissions Warranty and whether MBUSA’s conduct in allegedly failing to properly identify
22 and pay for the diagnosis, repair, and replacement of the Subject Parts that should correctly be
23 covered for 7 years or 70,000-miles in the Class Vehicles violated the unlawful and unfair prongs
24 of the California Business & Professions Code, section 17200, *et seq.*, and/or the Consumers Legal
25 Remedies Act.

26 **3. Plaintiff’s Claims Are Typical of the Proposed Class**

27 Here, Plaintiff’s claims are typical of the Settlement Class as they arise from the same event,
28 practice or course of conduct that gives rise to the claims of the absent Settlement Class Members

1 and are based on the same legal or remedial theory, namely, that MBUSA failed to identify and
2 cover Subject Parts under the extended 7-year, 70,000-mile HPP Emissions Warranty, and as a
3 result, Plaintiff and Settlement Class Members paid and are continuing to pay for repairs that should
4 be covered under the HPP Emissions Warranty. Plaintiff’s claims are thus typical of the Class, as
5 “they are reasonably coextensive with those of absent class members.” *Hanlon, supra*, 150 F.3d at
6 1020.

7 **4. Plaintiff and Settlement Class Counsel Will Adequately Represent the**
8 **Interests of the Settlement Class**

9 Class representatives are adequate if they have no conflicts of interest with the proposed
10 class and will prosecute the action vigorously on behalf of the proposed class and are represented
11 by qualified and competent counsel. *See Gruber v. Grifols Shared Servs. N. Am., Inc.*, 2023 U.S.
12 Dist. LEXIS 224194 (C.D. Cal. Nov. 2, 2023) citing *Hanlon*, 150 F.3d at 1020. Here, Plaintiff is
13 an adequate Settlement Class representative, as she has no conflict of interest with the proposed
14 Settlement Class. Plaintiff shares a common interest in holding MBUSA accountable for failing to
15 identify and cover Subject Parts under the extended 7-year, 70,000-mile HPP Emissions Warranty.
16 Moreover, there is no “irreparable conflict of interest,” either in the structure of the class or the
17 terms of the settlement.” *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab.*
18 *Litig.*,” 895 F.3d 597 at 608 (9th Cir. 2018). Further, Plaintiff and the Settlement Class are
19 represented by competent counsel well-versed in prosecuting automotive litigation and class action
20 matters. *See, e.g.*, Lurie Decl., ¶¶30-39, Ex. 2 to Lurie Decl. Adequacy is also presumed where,
21 as here, a fair settlement was negotiated at arm’s length. 2. A. Conte & H. Newberg, *Newberg on*
22 *Class Actions* § 11.28, 11-59 (4th ed. 2002). Plaintiff and her counsel have pursued Plaintiff’s
23 claim in the case for nearly six years. The efforts undertaken thus far in this case, together with the
24 outcomes achieved by Class Counsel in other class cases should give the Court confidence in the
25 adequate representation of the Proposed Settlement Class.

26 **B. The Requirements of Rule 23(b)(2) Are Satisfied**

27 Rule 23(b)(2) certification is appropriate here because Defendant “acted or refused to act
28 on grounds that apply generally to the class, so that final injunctive relief or corresponding

1 declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2); *see also*
2 *Rodriguez v. Hayes*, 591 F.3d 1105, 1125 (9th Cir. 2010), abrogated on other grounds by *Jennings*
3 *v. Rodriguez*, 583 U.S. 281 (2018) (explaining that Rule 23(b)(2) does not require the Court “to
4 examine the viability or bases of class members’ claims for declaratory and injunctive relief, but
5 only to look at whether class members seek uniform relief from a practice applicable to all of
6 them.”); *see also Dukes*, 564 U.S. at 360 (“The key to the (b)(2) class is the indivisible nature of
7 the injunctive or declaratory remedy warranted—the notion that the conduct is such that it can be
8 enjoined or declared unlawful only as to all of the class members or as to none of them.”) (internal
9 quotations and citation omitted). Other Rule 23(b) factors, such as predominance, manageability
10 and judicial economy are not part of the certification determination and do not apply to 23(b)(2)
11 class actions. *See, e.g., Rodriguez, supra*, 591 F.3d at 1125; *Senne v. Kan. City Royals Baseball*
12 *Corp.*, 934 F.3d 918, 938 (9th Cir. 2019). Here, 23(b)(2) class certification is appropriate because
13 MBUSA acted in the same way toward all persons in the Settlement Class by failing to identify and
14 cover the fourteen Subject Parts in various Mercedes-Benz vehicles sold or leased in California and
15 other Section 177 States.

16 Further, to the extent required, Plaintiff also has sufficiently alleged and demonstrated a
17 concrete, imminent threat of future harm that fully satisfies *Davidson v. Kimberly-Clark Corp.*, 889
18 F.3d 956 (9th Cir. 2018). Indeed, Plaintiff’s allegations of future harm, and her declaration in
19 support of certification (attached as Ex. 4 to Lurie Decl.) track *Davidson* almost entirely. *See Lurie*
20 *Decl.*, ¶7.

21 C. The Requirements of Rule 23(b)(3) Are Satisfied

22 1. Common Issues Predominate Over Individual Issues

23 The predominance inquiry under Rule 23(b)(3) asks “whether the common, aggregation-
24 enabling issues are more prevalent or more important than the non-common, aggregation-defeating,
25 individual issues.” *Tyson Foods v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citation omitted).

26 The predominance inquiry is less demanding in the settlement context because, unlike
27 certification for litigation, “manageability is not a concern in certifying a settlement class where,
28 by definition, there will be no trial.” *Id.* at 556–57. The predominance test is satisfied here, as the

1 predominating common issue is whether the Subject Parts should be covered under the HPP
2 Emissions Warranty. There are no predominating individual issues, as the proposed Settlement
3 makes the relief of reimbursement for Settlement Class Member costs paid to repair or replace
4 Subject Parts available for all Settlement Class Members based on easily ascertainable criteria,
5 bypassing whatever individual evidentiary and factual issues that could arise in litigation in
6 determining liability or damages.

7 **2. A Class Settlement Is Superior to Other Available Means of Resolution**

8 In a certification for settlement, “a district court need not inquire whether the case, if tried,
9 would present intractable management problems . . . for the proposal is that there be no trial.”
10 *Amchem Prods. v. Windsor*, 521 U.S. 591 at 620 (1997). There can be little doubt that resolving
11 all Settlement Class Members’ claims through a single class action is superior to a series of
12 individual lawsuits. “From either a judicial or litigant viewpoint, there is no advantage in individual
13 members controlling the prosecution of separate actions. There would be less litigation or
14 settlement leverage, significantly reduced resources and no greater prospect for recovery.” *Hanlon*,
15 *supra*, 150 F.3d at 1023. That is particularly true in this case, where separate individual actions
16 regarding each of the Subject Parts could result in different and conflicting results and
17 interpretations of the Emissions Warranty.

18 **D. The Settlement is Fair, Adequate and Reasonable Under Rule 23(e)**

19 At the preliminary approval stage, the parties must show that “the Court will likely be able
20 to . . . approve the proposal under Rule 23(e)(2).” Fed. R. Civ. P. 23(e)(1)(B); *see also Haralson*
21 *v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 966 (N.D. Cal. 2019) (“The court’s task at the
22 preliminary approval stage is to determine whether the settlement falls ‘within the range of possible
23 approval.’”) (citing *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007)).

24 Rule 23(e)(2) provides that, in making this decision, district courts consider whether: “(A)
25 the class representatives and class counsel have adequately represented the class; (B) the proposal
26 was negotiated at arm’s length; (C) the relief provide for the class is adequate, taking into account
27 (i) the costs, risks and delay of trial and appeal; (ii) the effectiveness of any proposed method of
28 distributing relief to the class, including the method processing class-member claims; (iii) the terms

1 of any proposed award of attorneys' fees, including timing of payment and (iv) any agreement
 2 required to be identified under Rule 23(e)(3) and (D) the proposal treats class members equitably
 3 relative to each other.”

4 Similarly, this Court has noted that the inquiry under Rule 23(e) requires assessing whether
 5 the settlement “appears to be the product of serious, informed, non-collusive negotiations, has no
 6 obvious deficiencies, does not improperly grant preferential treatment to class representatives or
 7 segments of the class, and falls within the range of possible approval.” *Lagunas, supra*, 2024 U.S.
 8 Dist. LEXIS 41242, at* 4–6. This Court has noted that this determination also involves assessing
 9 the following factors, which largely overlap with the Rule 23(e) factors:

10
 11 (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely
 12 duration of further litigation; (3) the risk of maintaining class action status
 13 throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery
 14 completed and the stage of the proceedings; (6) the experience and views of counsel;
 15 (7) the presence of a governmental participant; and (8) the reaction of the class
 16 members of the proposed settlement.

17 *Id.* (citing *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)) (quoting
 18 *Churchill Vill. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).³

19 When a settlement is negotiated before class certification, a district court has a “heightened
 20 procedural burden” to look for “evidence of collusion or other conflicts of interest.” *In re Bluetooth*,
 21 654 F.3d at 946. “Subtle signs” of collusion weighing against preliminary approval and for which
 22 district courts must look where settlement is reached before class certification include:

23 (1) when counsel receive a disproportionate distribution of the settlement; (2) when
 24 the parties negotiate a 'clear sailing' arrangement (i.e., an arrangement where
 25 defendant will not object to a certain fee request by class counsel); and (3) when the
 26 parties create a reverter that returns unclaimed funds to the defendant.

27 *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1049 (9th Cir. 2019) (cleaned up) (quoting *Allen*
 28 *v. Bedolla*, 787 F.3d 1218, 1224 (9th Cir. 2015)).

³ Before the current version of Rule 23(e), courts relied on the *Churchill* factors. Rule 23(e) now
 “directs the parties to present [their] settlement to the Court in terms of [this new] shorter list of
 core concerns and explains that the goal of the amendment was to “focus the [district] court and
 the lawyers on the core concerns of procedure and substance that should guide the decision
 whether to approve the proposal.” *Id.*, Advisory Committee Notes.

1 As set forth below, the Settlement satisfies all of the foregoing factors and should be
2 preliminarily approved as fair, adequate and reasonable.

3 **1. Adequacy of Representation by Class Representative and Class**
4 **Counsel and Adequacy of Relief**

5 This requirement is satisfied as set forth above in connection with adequacy requirement of
6 Rule 23(a).⁴

7 **2. The Relief/Amount of the Settlement Falls Within the Generally**
8 **Acceptable Range for Approval and is Justified Given the Risk of**
9 **Continued Litigation**

10 As this Court has noted, the overall amount is “perhaps the most important factor to
11 consider” in assessing a proposed settlement. *Lagunas, supra*, 2024 U.S. Dist. LEXIS 41242, at *4
12 (citing *Cotter v. Lyft, Inc.*, 176 F. Supp. 3d 930, 935 (N.D. Cal. 2016)). However, this is not a
13 common fund case; Plaintiff and the Settlement Class seek reimbursement and injunctive relief
14 only, which can be difficult to monetize. Even so, the relief provided by the Settlement is more
15 than adequate for preliminary approval, especially given Plaintiff’s contention that MBUSA was
16 required during the entire period covered by the Settlement to treat the 14 Subject Parts as
17 “warranted” parts under the HPP Emissions Warranty. The Settlement addresses the central
18 allegation in this action, achieves the relief sought by Plaintiff and the Settlement Class, and directly
19 addresses the injury alleged—reimbursement of diagnostic, repair and replacement costs, and
20 ongoing warranty coverage, for all of the Subject Parts in virtually every non-electric MBUSA
21 vehicle registered in a Section 177 State from model year 2015 to the present. This a remarkable
22 result that took 6 years of litigation, including nearly 3 years of mediation, to achieve.

23 The value of the injunctive relief is 100% of the cost of diagnosis and repairs, as MBUSA
24 is agreeing to fully cover all diagnostic and repair costs for the Subject Parts in Subject Vehicles on
25 a going forward basis, after the expiration of the vehicle’s 4-year/50,000-mile warranty but before
26 the expiration of the vehicle’s 7-year/70,000-mile warranty. In addition, Settlement Class Members
27 are receiving reimbursement of 100% of out-of-pocket costs already paid for Qualified Diagnoses

28 ⁴“The adequacy inquiry is redundant of the requirements of Rule 23(a)(4) and rule 23(g), respectively.” *In re Bofl Holding, Inc. Secs. Litig.*, 2022 U.S. Dist. LEXIS 188621 at *14 (S.D. Cal. Oct. 14, 2022).

1 of Subject Parts in the Class Vehicles and 50% of out-of-pocket costs for Qualified Repairs of the
2 Subject Parts (a compromise negotiated by the mediator).

3 The reimbursements will be significant. For example, in Plaintiff’s vehicle, the cost to
4 repair the coolant thermostat, per the repair order, was \$1,040.85, which means that Settlement
5 Class Members with similar costs stand to receive in the range of \$500 per reimbursed claim for
6 this part. Similarly, for the coolant thermostat, the value based on full repair or replacement of the
7 part on a going forward basis is expected by Plaintiff’s Counsel to exceed \$1,000 per repair. Class
8 Counsel plan to submit a detailed analysis of the total value of the benefits offered by the Settlement
9 (for example, based on the average cost of repair of each of the Subject Parts and/or what a service
10 plan would cost on the open market to warrant the Subject Parts) in support of Final Approval and
11 Class Counsel’s Fee Petition. Lurie Decl., ¶17.

12 This Settlement also represents a significant and tangible benefit to the Settlement Class and
13 the environment. The Settlement relief ensures that Settlement Class Members receive warranty
14 coverage consistent with California law and guarantees uniform compliance with emissions-
15 warranty obligations for the Subject Parts going forward, achieving the precise regulatory and
16 environmental objectives underlying the lawsuit.

17 The benefits of the Settlement also favor approval when weighed against the costs, risks and
18 delay of appeal. Had litigation continued, the Class would run the risk of MBUSA’s substantive
19 defenses (including that the Subject Parts are not emissions-related parts) and the risk that the Class
20 would not be certified and, even if certified, the additional risk that the class could later be
21 decertified. *See In re Netflix Priv. Litig.*, 2013 U.S. Dist. LEXIS 37286 at *15 (N.D. Cal, March
22 18, 2013) (“The notion that a district court could decertify a class at any time is one that weighs in
23 favor of settlement.”)

24 Moreover, Plaintiff could face the termination of this action at trial. As courts have noted,
25 the inherent risks of proceeding to trial weigh in favor of settlement. *See In re Portal Software,*
26 *Inc. Sec. Litig.*, 2007 U.S. Dist. LEXIS 88886, *7-8 (N.D. Cal. Nov. 26, 2007) (recognizing that
27 “inherent risks of proceeding to [...] trial and appeal also support the settlement”); *see also Brightk*
28 *Consulting Inc. v. BMW of N. Am., LLC*, 2023 U.S. Dist. LEXIS 38391 (C.D. Cal. Jan. 3, 2023)

1 (“The Settlement Agreement offers Class members an opportunity to obtain relief at an early stage
2 in the litigation, eliminating the risks posed by proceeding further in the action. It ensures that
3 Class Members receive a recovery that is certain and immediate, eliminating the risk that Class
4 Members would be left without any recovery . . . at all.”) Further, prolonged litigation and any
5 possible appeal even if Plaintiff prevailed at trial, would risk diminishing the value of the relief to
6 Settlement Class Members, as their Subject Vehicles’ mileage will continue to increase, potentially
7 excluding them from coverage when their vehicles surpass the 7-year/70,000-mile HPP Emissions
8 Warranty mileage and age threshold.

9 The fact that sophisticated parties with experienced counsel have agreed to settle their
10 dispute also should be given considerable weight, since “parties represented by competent counsel
11 are better positioned than courts to produce a settlement that fairly reflects each party’s expected
12 outcome in the litigation.” *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995); *see also*
13 *Eisen v. PorscheCars N. Am.*, 2014 U.S. Dist. LEXIS 14301, at *5 (C.D. Cal. Jan. 30, 2014) (the
14 parties’ recommendation to approve this Settlement should therefore “be given great weight.”).
15 Here, the Parties achieved a settlement after a thorough review of relevant documents and
16 information, as well as a rigorous analysis of the Parties’ claims and defenses. The Parties were
17 represented by class action counsel possessing significant experience in consumer claims under the
18 UCL and CLRA and class action matters, and MBUSA’s counsel are highly experienced in the field
19 of automotive consumer class action defense and endorse the Settlement. *See Lurie Decl.*, Exs. 2-
20 3.

21 Moreover, the mediator’s settlement recommendation also is entitled to some deference, as
22 this action was resolved following protracted mediation and negotiations conducted, and resolved,
23 with the assistance of highly regarded mediators. *See e.g., G. F. v. Contra Costa Cty.*, 2015 U.S.
24 Dist. LEXIS 100512, at *43 (N.D. Cal. July 30, 2015) (noting that “[t]he assistance of an
25 experienced mediator in the settlement process confirms that the settlement is non-collusive”);
26 *Hefler v. Wells Fargo & Co.*, 2018 U.S. Dist. LEXIS 213045, at *19 (N.D. Cal. Dec. 18, 2018),
27 *aff’d sub nom. Hefler v. Pekoc*, 802 F. App’x 285 (9th Cir. 2020) (noting that the settlement “was
28 the product of arm’s length negotiations through two full-day mediation sessions and multiple

1 follow-up calls” supervised by a mediator).

2 For all of the foregoing reasons, the Settlement falls within “the range of reasonableness”
3 for the purpose of preliminarily approval,

4 **3. The Settlement Presents was Negotiated at Arms’ Length, and There**
5 **are No Deficiencies or Evidence of Collusion**

6 Rule 23(e)(2) requires the Court to ensure that a proposed settlement was not the product of
7 collusion. None of the “subtle signs” of collusion are present here. The Settlement is structured as
8 a claims-made settlement, under which MBUSA pays only validated claims, eliminating the risk of
9 any reversion or unearned windfall to the defendant or that counsel will receive a disproportionate
10 share of the settlement. Multiple courts have recognized that where there is no common fund, the
11 concerns about fee reversion are inapplicable. As the Ninth Circuit noted in *Campbell v. Facebook,*
12 *Inc.*, 951 F.3d 1106, 1125 (9th Cir. 2020) in affirming the District Court’s conclusion, “As to the
13 second and third warning signs, the district court reasoned that *Bluetooth’s* concerns with ‘clear
14 sailing’ and reversion of unawarded attorneys’ fees to Facebook were ‘inapplicable to this case
15 because there is no common fund, constructive or otherwise’ . . .” *See also Hashemi v. Bosley, Inc.*,
16 2022 U.S. Dist. LEXIS 210946, at **19-20 (C.D. Cal. Nov. 21, 2022) (“[B]ecause the Parties are
17 using a claims process – rather than creating a common fund, no money reverts back to Defendant
18 but rather does not leave Defendant’s pocket until a claim is made. This is not a true reverter
19 clause.”). As the court wrote, since “there is no common fund for reimbursement, distributing any
20 unpaid fees to the Class would result in many Class Members receiving a windfall for injuries they
21 never suffered and for which they have no standing to prosecute.” *Id.* This Court also has found this
22 type of structure mitigates any potential appearance of collusion, explaining that where a settlement
23 is non-reversionary, “reducing or adjusting these amounts will ultimately benefit the class members,
24 rather than defendant.” *Utne v. Home Depot, U.S.A., Inc.*, 2023 U.S. Dist. LEXIS 131093, at *16-
25 17 (N.D. Cal. July 28, 2023). Here, because any reduction in fees does not benefit MBUSA, but
26 rather leaves relief to the Settlement Class unchanged, the Settlement poses no risk of collusion.

27 Further, all Settlement Class Members are eligible for the same benefits, so there is no
28 concern that the Settlement benefits any putative Settlement Class Members at the expense of

1 others. In addition, the Release is appropriate, as it is limited to the Subject Parts only, and to claims
2 that Settlement Class Members could bring based on the facts alleged in the TAC and regarding the
3 Subject Parts.

4 The Settlement also does not include a true clear-sailing provision; MBUSA has agreed to
5 pay whatever amount is awarded by the Court up to \$2,812,500 or any lower amount, and final
6 approval is not contingent on approval of the requested fees and expenses. S.A. §5.3. However,
7 even if provision is construed as clear-sailing, a clear-sailing provision is not *per se* prohibited, as
8 this Court has often noted (*see e.g., Utne, supra*, 2023 U.S. Dist. LEXIS 131093, at *15-16), and
9 the concerns underpinning clear-sailing do not apply here. There is no *Bluetooth* concern that Class
10 Counsel may have “bargained away something of value to the Class” (*In re Bluetooth, supra*, 654
11 F.3d at 948) or that “defendant agreed to pay class counsel excessive fees in exchange for counsel
12 accepting a lower amount for class members.” *Briseno v. Henderson*, 998 F.3d 935, 1026-27 (9th
13 Cir. 2021). As set forth above, the Settlement Class is receiving benefits that are highly favorable
14 without the risk of further litigation and trial, including 100% of the cost of diagnosis and repairs
15 going forward and 100% of out of pocket costs already paid for Qualified Diagnoses for all Subject
16 Parts in the Class Vehicles.

17 Moreover, attorneys’ fees and service awards were discussed, and separately mediated by
18 Ms. Yoshida, only *after* the Settlement Class benefits were secured (Lurie Decl., ¶13), which further
19 eliminates any suggestion of collusion. Courts, including this Court, have consistently credited the
20 presence of neutral mediators and evidence that fee negotiations occurred only after class relief was
21 finalized as strong indicators of procedural fairness. *See, e.g., Katz-Lacabe v. Oracle Am., Inc.*,
22 2024 U.S. Dist. LEXIS 208122, at **9-10 (N.D. Cal. Nov. 15, 2024) (“There is no indicia of fraud
23 or collusion underlying this settlement, and it was reached as a result of an informed arm’s length
24 mediation session and subsequent mediations with two respected mediators.” (citing *Bluetooth*,
25 *supra*, 654 F.3d at 948 (“presence of a neutral mediator is a factor weighing in favor of a finding of
26 noncollusiveness.”)); *see also Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) (resolving fee
27 disputes within the settlement itself avoids “a second major litigation” and conserves judicial
28 resources).

1 The Settlement negotiations also took into account the extent of discovery and information
2 learned during discovery, both formal and informal. Plaintiff and her counsel were well-positioned
3 to evaluate the Parties' respective positions, having reviewed thousands of pages of documents
4 produced in discovery; obtained information pursuant to interrogatories; taken the deposition of
5 MBUSA's person most knowledgeable, and obtained additional information during the course of a
6 protracted mediation process. Lurie Decl., ¶¶18-25.

7 Further, there are no other deficiencies that preclude preliminary approval. The proposed
8 method of distribution to Settlement Class Members is equitable and effective pursuant to Rule
9 23(e)(2)(C)(ii), as it involves sending payments directly to Settlement Class Members through a
10 highly experienced Settlement Administrator, as described above, and the proposed Settlement and
11 claims process treats all Settlement Class Members equitably in relation to other. Rule 23(e)(2)(D).
12 There is no proposed plan of allocation or reversion, as the reimbursement portion of the Settlement
13 is claims-made. Payment will be made by check or electronic payment with no fees, avoiding
14 potential problems with digital cards.

15 In addition, pursuant to Rule 23(e)(2)(C)(iv), there are no agreements that affect the relief
16 provided or compensation to be provided to attorneys.

17 **4. The Requested Fee and Service Award Are Reasonable**

18 Plaintiff's Counsel will petition the Court for an award of fees, costs and service award up
19 to a total of \$2,812,500. The Settlement is not contingent on approval of the requested fees and
20 expenses. While the requested amounts will be subject to closer scrutiny at final approval, they are
21 reasonable on their face. Plaintiff's Counsel's combined lodestar to date is very close to the
22 requested fee amount, and additional lodestar will be incurred in connection with final approval.
23 Lurie Decl., ¶26. Therefore, it is anticipated that Plaintiff Counsel's fee request likely will be *less*
24 than the lodestar. If there is a multiplier, it will be minimal or even a negative multiplier, even if
25 the full amount of the requested fee is awarded. *Id.* The experience of counsel and the quality of
26 work are also factors in determining the fee award. *See, e.g., Waldbuesser v. Grumman Corp.*, 2017
27 U.S. Dist. LEXIS 223293, at *3 (C.D. Cal. Oct. 24, 2017). Plaintiff's Counsel labored six years on
28 this case, which involved a novel issue of law under the California Emissions Warranty and

1 achieved an outstanding result. In addition, as detailed above, there were real risks in continuing
2 litigation, including the risk that the Subject Parts might be determined to not be “emissions-related”
3 or “high-priced” parts or entitled to coverage under the Emissions Warranty. Risk that further
4 litigation might result in no recovery also is a significant factor in assessing the fairness and
5 reasonableness of an award of attorneys’ fees. *In re Omnivision Techs Inc.*, 559 F. Supp. 2d 1036,
6 1046 (N.D. Cal.2008). The requested fee also is justified based on the benefits conferred, as
7 described above. In any event, as this Court has noted, “this is not the stage where attorneys’ fees
8 are scrutinized.” *Lagunas*, 2024 U.S. Dist. LEXIS 41242, at *13. At final approval, Class Counsel
9 will provide the necessary evidence supporting the fee and expense request, including a full lodestar
10 calculation and cross-check.

11 Plaintiff also is requesting a service award for her time and effort to support a case in which
12 she had a modest personal interest, but which provided considerable benefits to the Settlement Class
13 – a commitment undertaken without any guarantee of recompense. *See In re Online DVD-Rental*
14 *Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015). As part of the total award, Plaintiff seeks a
15 \$10,000 service award and has submitted a Declaration in support of her request for preliminary
16 approval. Again, however, the Settlement is not contingent on approval of this service award. The
17 amount requested is higher than the \$5,000 amount that is a presumptively reasonable incentive
18 award in the Northern District. *See Lagunas*, U.S. Dist. LEXIS 41242, at *13 (citing *Bellinghausen*
19 *v. Tractor Supply Co.*, 306 F.R.D. 245, 266-267 (N.D. Cal. 2015). In support of final approval,
20 Plaintiff will provide further details regarding the exceptional and ongoing circumstances justifying
21 an upward award, including her considerable efforts in assisting with the prosecution of this action,
22 the risks she has undertaken, and the hardships endured by Plaintiff in the course of the litigation.⁵
23 Lurie Decl., ¶27; Ex. 4.

24 **E. The Settlement Satisfies the Northern District Procedural Guidelines for Class**
25 **Action Settlements**

26 The Settlement also satisfies the Northern District procedural guidance for evaluating

27 ⁵ In *Billups-Larkin v. Aramark Servs., Inc.*, 2023 U.S. Dist. LEXIS 122756 (N.D. Cal. July 17,
28 2023), for example, this Court initially questioned the plaintiff’s request for \$15,000, but
ultimately awarded it based on plaintiff’s final declaration.

1 proposed settlements. Most of the factors already are discussed above. In addition, there are no
2 differences between the Settlement Class and the class proposed in the operative complaint, and
3 there are no differences between the claims to be released and the claims in the operative complaint.

4 Further, the Settlement carves out and does not release any claims in the related *Betancourt*
5 *v. Mercedes-Benz USA, LLC*, Case No. 3:22-cv-05898-VC (N.D. Cal.) pending in this Court.
6 Further, for purposes of economy and judicial efficiency, the Parties agree that the Matthew Hill’s
7 deposition testimony in this case shall constitute the deposition testimony of MBUSA in *Betancourt*
8 as MBUSA’s “person most knowledgeable” as to how MBUSA determines if an emissions part is
9 high priced or not. To the best of the Parties knowledge, there are no other pending cases affected
10 by the Settlement.

11 With respect to “estimated claims rate,” as the Settlement Administrator has noted, it is
12 difficult to accurately estimate the claims rate at this point. It will depend on, among other factors,
13 the Class size based on the VINs, the average number of owners per vehicle, and how many
14 Settlement Class Members in fact received a Qualified Repair or Diagnosis. *See* Schwartz Decl.,
15 ¶12. Rather than focusing on claims rate projections, the Settlement Administrator will follow
16 protocols consistent with similar matters before the Northern District of California, such as *In re:*
17 *Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation* and *In re*
18 *Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*,
19 2019 U.S. Dist. LEXIS 21990 (N.D. Cal. Feb. 11, 2019). In those cases, notice programs were
20 evaluated based on their ability to provide the best practicable notice rather than anticipated claims
21 rates. *Id.*

22 Plaintiff believes that, because the Settlement offers significant reimbursement for out of
23 pocket repair costs, the claims rate for those who do qualify for reimbursement will be significant.
24 In any event, the claims rate will not negate the value of the Settlement benefits because Settlement
25 Class Members that did not incur out-of-pocket costs for such repairs or diagnoses would not have
26 had such costs to recover had this case proceeded to trial. Moreover, such individuals will also stand
27 to benefit from the going-forward HPP Coverage the Settlement provides. In selecting the
28 Settlement Administrator, the Parties considered three (3) bids from competing settlement

1 administrators and selected Eisner primarily based on the experience of counsel in working with
2 Eisner in recent previous matters (the pricing offered by all three bidding administrators was
3 comparable). Lurie Decl., ¶28. The Settlement Administrator’s procedure for securely handling
4 Settlement Class Member data and that MBUSA is solely responsible for the Settlement
5 Administrator’s costs are detailed the Settlement Agreement, and the Settlement Administrator’s
6 acceptance of responsibility and maintenance of insurance and anticipated costs are detailed in the
7 Schwartz Declaration submitted concurrently.

8 The proposed Notice plan, including the forms of Notice, and language of the Notices,
9 objections, opt outs and timelines all comply with the Guidelines. The Notice Plan is intended to
10 maximize the claims rate and encourage Settlement Class Member participation. The Parties have
11 agreed to use the Notice templates provided by the Impact Fund which present the information in
12 plain language to be understood by class members. This Court approved Impact Fund notice forms
13 in *In re Xyrem (Sodium Oxybate) Antitrust Litigation*, No. 20-md-02966-RS (ECF 1016) (N.D. Cal.
14 May 16, 2025). The direct mail notice also includes a QR code that, when scanned, accesses the
15 Settlement Website. The QR code associated with the direct notice shall remain active and the link
16 associated with the QR code shall be maintained in proper working order by the Settlement
17 Administrator until sixty (60) days after the Effective Date. CAFA Notice is required and is being
18 provided by MBUSA, per the Settlement Agreement.

19 Finally, as above and will be further detailed on final approval, this case offers unique relief
20 on a non-common fund basis that is not easily comparable to other cases; presents a resolution of a
21 novel issue of law under the California Emissions Warranty on a massive, class wide basis; and a
22 provides, for the first time, reimbursement for out of pocket diagnostic and repair costs, and ongoing
23 warranty coverage for 14 vehicle parts in the Class Vehicles under the Emissions Warranty.

24 VI. CONCLUSION

25 The Parties have negotiated a fair, adequate and reasonable Settlement, and all of the
26 requirements for preliminary approval are satisfied. Accordingly, Plaintiff respectfully moves the
27 Court to preliminarily approve the Settlement Agreement, including the schedule proposed by the
28 Parties. A proposed Order is filed concurrently.

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Dated: November 13, 2025

Respectfully submitted,

**POMERANTZ LLP
FRONTIER LAW CENTER**

By: /s/ Ari Y. Basser
 Jordan L. Lurie
 Ari Y. Basser
 Manny Starr

Attorneys for Plaintiff and the Class

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CORY HAZDOVAC, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MERCEDES BENZ USA, LLC, and DOES
MBUSA 1 through 10, inclusive,

Defendants.

Case No. 20-cv-00377-RS

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT, CONDITIONALLY
CERTIFYING SETTLEMENT CLASS,
DIRECTING NOTICE TO THE CLASS,
AND SCHEDULING FAIRNESS
HEARING**

Judge: Hon. Richard Seeborg

Date: December 4, 2025

Time: 1:30 p.m.

Crt. Rm: 3, 17th Floor

1 WHEREAS, this matter has come before the Court pursuant to Plaintiff’s Motion for
2 Preliminary Approval of Class Action Settlement (the “Motion”);

3 WHEREAS, the Court has read and considered the Motion, the Settlement Agreement
4 and the supporting documents; and,

5 WHEREAS, the Court finds that the proposed Settlement Class is likely to be certified
6 for settlement purposes, and the Settlement is likely to be approved as fair, reasonable, and
7 adequate. There are sufficient grounds to direct that notice of the Settlement be disseminated to
8 the Proposed Settlement Class, and authorize the steps needed to determine whether the
9 Settlement should be finally approved and the claims set forth in the Released Claims dismissed.

10 Accordingly, it is **HEREBY ORDERED** that:

11 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

12 1. The proposed Settlement Agreement is preliminarily approved as likely to be
13 finally approved under Federal Rule of Civil Procedure 23(e)(2). This determination is not a final
14 finding that the Settlement is fair, reasonable, and adequate, but is instead a determination that
15 good cause exists to distribute notice of the proposed Settlement and to stay the Class litigation.

16 2. Considering the factors set forth in Rule 23(e)(2), the Court preliminarily finds as
17 follows:

18 a. Class Counsel have adequately represented the Settlement Class;

19 b. The Settlement Agreement was negotiated at arm’s length over an extended
20 period after significant fact discovery, motion practice, and extensive mediations had been
21 completed;

22 c. The relief provisions included in the Settlement Agreement are adequate given the
23 risks, delay, and uncertainty of continued litigation and trial;

24 d. The Settlement Agreement treats all proposed Settlement Class Members
25 equitably relative to each other; and,

26 e. The scope of the Released Claims is consistent with the claims pled in the Third
27 Amended Class Action Complaint.

28 ///

1 **II. THE CLASS, CLASS REPRESENTATIVES AND CLASS COUNSEL**

2 3. The Court certifies the following Class for settlement purposes only (the
3 “Settlement Class”): All Persons, in Section 177 States, who purchased or leased Mercedes-Benz
4 vehicles between model year 2015 and the present that are covered by an HPP Warranty.

5 4. Excluded from the Class are: 1) Persons who have settled with, released, or
6 otherwise had claims adjudicated on the merits for or against Defendant or any Releasee that are
7 substantially similar to the Litigation Claims (i.e., alleging that that Defendant or the Releasee
8 did not identify the Subject Parts as “high-cost emissions warranty parts” under California’s
9 emissions warranty requirements and covered under the HPP Warranty); 2) Defendant and its
10 officers, directors, and employees, as well as their corporate affiliates and the corporate
11 affiliates’ officers, directors, and employees; 3) Counsel to any of the Parties; 3) Judge Richard
12 Seeborg, any district court or appellate judge later assigned to this matter, the Mediator, and
13 members of their respective immediate families; 4) Governmental entities; and, 5) Persons who
14 properly elect to be excluded from the Settlement Class.

15 5. The Court finds, for settlement purposes only, that the Class meets all the
16 applicable requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), and hereby
17 provisionally certifies the Class for settlement purposes only. The Court preliminarily finds, in
18 the specific context of this Settlement Agreement, that:

19 a. The number of Settlement Class Members is so numerous that their joinder in one
20 lawsuit would be impractical;

21 b. There are questions of law or fact common to the Settlement Class, including
22 whether the Subject Parts are high-priced emissions parts entitled to coverage under the
23 California Emissions Warranty;

24 c. The common questions predominate over any questions affecting only individual
25 Proposed Settlement Class members for purposes of the Settlement. The predominance test is
26 satisfied here, as the predominating common issue, given the settlement context, is whether the
27 Subject Parts should be covered under the HPP Emissions Warranty. As the Ninth Circuit has
28 held, “predominance is easier to satisfy in the settlement context.” *Jabbari v. Farmer*, 965 F.3d

1 1001, 1006 (9th Cir. 2020); *see also Sullivan v. DB Inv., Inc.*, 667 F.3d 273, 304 n. 29 (3d Cir.
2 2011) (*en banc*) (courts are “more inclined to find the predominance test met in the settlement
3 context”) (internal quotation marks and alteration omitted). That is because “[s]ettlement may
4 ‘obviate the need to litigate individual issues that would make a trial unmanageable,’ making
5 common questions more important in the relative analysis.” *Jabbari*, 965 F.3d at 1005-06
6 (quoting *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th Cir. 2019));

7 d. The claims of the Class Representative are typical of the claims of the Proposed
8 Settlement Class Members she seeks to represent;

9 e. The Class Representative and her counsel have fairly and adequately represented
10 and protected the interests of the Proposed Settlement Class. The Class Representative’s
11 interests are aligned with, and not in conflict with, those of Proposed Settlement Class Members.
12 The record reflects that the Class Representative has dedicated substantial time and effort to this
13 litigation by working with her counsel; reviewing pleadings; responding to discovery; searching
14 for, collecting, and producing documents; and preparing for and sitting for deposition, among
15 other things;

16 f. A class action is superior to all other available methods for fairly and efficiently
17 resolving this action, and,

18 g. The Court finds, for reasons stated in the Motion, that the Class Representative
19 should be conditionally appointed to represent the Proposed Settlement Class. The Court further
20 finds that Jordan L. Lurie and Ari Y. Bassar of Pomerantz LLP, counsel for the Class
21 Representative, have fairly and adequately represented, and continue to so represent, the interests
22 of the Proposed Settlement Class in all regards, including for settlement purposes and hereby
23 appoints them as counsel for the Settlement Class.

24 **III. SETTLEMENT ADMINISTRATION AND NOTICE TO SETTLEMENT CLASS**
25 **MEMBERS**

26 6. The Court approves the proposed notice plan, including the form, method, and
27 content of the proposed Notices, which are written in plain language, are easy to comprehend,
28

1 and comply with the requirements of the Due Process Clause of the United States Constitution,
2 Rule 23, and any other applicable law.

3 7. The Court hereby appoints EisnerAmper to be the Settlement Administrator
4 pursuant to the terms of the Settlement Agreement. Responsibilities of the Settlement
5 Administrator are detailed in the Settlement Agreement.

6 8. The settlement administration, including implementing the notice plan, processing
7 of Claim forms, making payments, and any other related tasks assigned to the Settlement
8 Administrator under the Settlement Agreement or as this Court may order, shall be the
9 responsibility of the Settlement Administrator, subject to the oversight of Class Counsel and this
10 Court as described in the Settlement Agreements.

11 9. The Department of Motor Vehicles for the 50 States and all Unites States
12 territories and/or possessions, including the Department of Motor Vehicles for California, are
13 ordered to provide approval to S&P Global, which licenses state motor vehicle data through its
14 R. L. Polk & Co. (“Polk”) entity, to release the names and addresses of owners of the vehicles
15 associated with the titles of the VINS at issue in this Action for the purposes of disseminating the
16 Class Notice to Class Members.

17 10. Polk is ordered to license, pursuant to the agreement between Polk and
18 EisnerAmper, the owner contact information solely for the use of providing the Class Notice in
19 this Action and for no other purpose.

20 11. The Parties are authorized to obtain the names, mailing addresses, and contact
21 information of Class Members from Polk.

22 **IV. REQUEST FOR EXCLUSION FROM THE CLASS AND OBJECTIONS**

23 12. Proposed Settlement Class Members falling within the definition of the
24 Settlement Class may exclude themselves from the Settlement by notifying the Settlement
25 Administrator of their intent to opt out not later than forty-five (45) days after the Notice Date.
26 Such notice must be made in writing and contain (1) the Person’s name; (2) his or her current
27 address and telephone number; (3) his or her Subject Vehicle Identification Number and the
28 dates of ownership or lease for such Subject Vehicle; (4) a dated, handwritten signature; and (5)

1 a written statement that such Person has reviewed the Class Notice and wishes to be excluded
2 from the Settlement.

3 13. Any Proposed Settlement Class Member who has submitted a valid request to opt
4 out will not participate in or be bound by the Settlement or the Final Order and Judgment and
5 may not file an objection. Any Proposed Settlement Class Member falling within the definition
6 of the Proposed Settlement Class who does not complete and submit a valid request to opt out in
7 the manner and by the deadline specified above will automatically become a Settlement Class
8 Member and be bound by all terms and conditions of the Settlement and the Final Order and
9 Judgment entered by the Court, including the release of claims set forth in Section 6 of the
10 Settlement. The Settlement Administrator will report the names of all Class Members who have
11 submitted a request for exclusion to the Parties on a weekly basis, beginning thirty days after the
12 Notice Date.

13 14. Any Proposed Settlement Class Member who intends to object to the Settlement
14 must do so by filing the objection with, or mailing it to, the Court not later than forty-five (45)
15 days after the Notice Date. The objection must be in writing and include: (1) the case name and
16 number, i.e., *Hazdovac v. Mercedes Benz USA, LLC*, Case No. 20-cv-00377-RS (N.D. Cal.); (2)
17 the Settlement Class Member's full name, current address, and telephone number; (3) the
18 relevant Subject Vehicle model year and Vehicle Identification Number associated with the
19 vehicle giving rise to standing to make an objection, and the dates of ownership or leasing of said
20 vehicle; (4) a statement that the objector has reviewed the Settlement Class definition and
21 understands that he/she is a Settlement Class Member, and has not opted out and does not plan to
22 opt out of the Settlement Class; (5) a complete statement of all legal and factual bases for any
23 objection that the objector wishes to assert and whether the objection applies only to the objector,
24 a part of the Settlement Class, or the entire Settlement Class; (6) copies of any documents the
25 objector wishes to submit in support; (7) the name and address of the attorney(s), if any, who is
26 representing the objecting Settlement Class Member in making the objection or who may be
27 entitled to compensation in connection with the objection; (8) a statement of whether the
28 Settlement Class Member objecting intends to appear at the final approval hearing for the

1 Settlement (the “Final Approval Hearing”), either with or without counsel; (9) the identity of all
2 counsel (if any) who will appear on behalf of the Settlement Class Member objecting at the Final
3 Approval Hearing, and all persons (if any) who will be called to testify in support of the
4 objection; (10) a dated, handwritten signature of the Settlement Class Member objecting, in
5 addition to the signature of any attorney representing the Settlement Class Member objecting in
6 connection with the objection; (11) the date of the objection; (12) a list of all cases in which the
7 Settlement Class Member and/or his or her counsel filed or in any way participated—financially
8 or otherwise—in objecting to a class settlement during the preceding five years (and, if the
9 Settlement Class Member or their counsel has not made any such prior objection, the Settlement
10 Class Member will affirmatively so state in the written materials provided with the objection).
11 Only Settlement Class Members may object to the Settlement. A Settlement Class Member who
12 does not submit a written objection in the manner and by the deadline specified below will be
13 deemed to have waived any objections and will be foreclosed from making any objections
14 (whether by appeal or otherwise) to the Settlement. For mailing objections, the Court’s address
15 is as follows:

16 Clerk of Court, Phillip Burton Federal Building and U.S. Courthouse
17 Courtroom 3, 17th Floor
18 450 Golden Gate Ave.
19 San Francisco, CA 94102,

20 **V. FAIRNESS HEARING**

21 15. Pursuant to Rule 23(e)(2) and 28 U.S.C. § 1715(d), the Fairness Hearing will be
22 held on the date and time set forth below, before the undersigned at the Phillip Burton Federal
23 Building and U.S. Courthouse, Courtroom 3, 17th Floor, 450 Golden Gate Ave, San Francisco,
24 CA 94102, for the purpose of finally determining whether: (a) the Proposed Settlement Class
25 should be certified for settlement purposes under Federal Rule of Civil Procedure 23; the
26 Settlement Agreement should receive final approval as fair, reasonable, adequate, and in the best
27 interests of the Proposed Settlement Class in light of any objections presented by Proposed
28 Settlement Class Members and the parties’ responses to any such objections; (c) the application
of Settlement Class Counsel for the payment of attorneys’ fees and expenses and the payment of

1 a service award to the Class Representative is reasonable and should be approved; and, (d) the
 2 Court should enter final judgment and dismiss Proposed Settlement Class Members’ claims, as
 3 provided in the Settlement Agreement.

4 16. On or before the dates set forth herein, Class Counsel shall file, and Defendant
 5 may file, with the Court any memoranda or other materials in support of final approval of the
 6 Settlement Agreement, and Class Counsel’s fee and expense request.

7 17. The date and time of the Final Approval Hearing shall be subject to adjournment
 8 by the Court without further notice to the Settlement Class Members other than that which may
 9 be posted at the Court, on the Court’s website, and/or the settlement website.

10 **VI. PROPOSED FINAL APPROVAL HEARING SCHEDULE**

11 18. The Court hereby establishes the following schedule, in accordance with the
 12 Parties’ Settlement Agreement, which shall govern the settlement proceedings in this Action
 13 unless continued or otherwise modified by the Court:

EVENT	DAYS AFTER PRELIMINARY APPROVAL ORDER
MBUSA shall serve or cause to be served the notice required by the Class Action Fairness Act, 28 U.S.C.	10
MBUSA to Provide List of VINs to Settlement Administrator	30
Dissemination of Class Notice (“Notice Date”)	100
Deadline for Plaintiff’s Motion for Award of Attorneys’ Fees, Reimbursement of Expenses, and Request for Plaintiff Service Award	132
Deadline for Class Members to Mail their Request to Exclude Themselves (Opt-Out) to Settlement Administrator	145 (45 days after Notice Date)
Deadline for Class Members to File Objections	145 (45 days after Notice Date)
Deadline for Settlement Administrator’s Declaration of Due Diligence re: Notice, Opt-Outs, and Objections	155
Deadline for Settlement Class Members to Submit Reimbursement Claims for Qualified Repairs/Diagnoses Occurring on Or Before the Notice Date	160 (60 days after Notice Date) Disseminated
Deadline for Motion for Final Approval; Deadline for Response to Objections and Requests for Exclusion; and	182 (21 days before the hearing on final approval of the Settlement)

1 2	Deadline for Supplemental Memorandum (if any) in Support of Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Request for Plaintiff Service Award	
3 4	Deadline for Settlement Administrator's Supplemental Declaration (if any)	193 (10 days before the Fairness Hearing)
	Fairness hearing	203 (June 25, 2026)

5 6 VII. STAY OF LITIGATION

7 19. Pending the Final Approval Hearing and the Court's decision whether to finally
8 approve the Settlement Agreement, all proceedings in the Action, other than proceedings
9 necessary to carry out or enforce the Settlement Agreement or this Order, are stayed and
10 suspended, until further order from this Court.

11 20. Pending the Final Approval Hearing and the Court's decision whether to finally
12 approve the Settlement Agreement, no Class Representative or Settlement Class Member, either
13 directly, representatively, or in any other capacity (other than a Settlement Class Member who
14 validly and timely elects to be excluded from the Settlement Class), shall commence, continue or
15 prosecute against any of the Released Parties any action or proceeding in any court or tribunal
16 asserting any of the matters, claims or causes of action that are to be released in the Settlement
17 Agreement.

18 VIII. CONFIDENTIALITY

19 21. Any information received by the Settlement Administrator, or any other person in
20 connection with the Settlement Agreement that pertains to personal information regarding a
21 particular Settlement Class Member (other than objections or requests for exclusion) shall not be
22 disclosed to any other person or entity other than Class Counsel, MBUSA, MBUSA's Counsel,
23 the Court, and as otherwise provided in the Settlement Agreement.

24 IX. OTHER PROVISIONS

25 22. The deadlines set forth in this Order, including, but not limited to, adjourning the
26 Final Approval Hearing, may be extended by Order of the Court, for good cause shown, without
27 further notice to the Class Members – except that notice of any such extensions shall be included
28

1 on the settlement website [website]. Class Members should check the settlement website
2 regularly for updates and further details regarding extensions of these deadlines.

3 23. Class Counsel and MBUSA’s Counsel are hereby authorized to use all reasonable
4 procedures in connection with approval and administration of the Settlement Agreement that are
5 not materially inconsistent with this Order or the Settlement Agreement, including making,
6 without further approval of the Court, minor changes to the Settlement Agreement, to the form or
7 content of the Class Notice or to any other exhibits that the Parties jointly agree are reasonable or
8 necessary.

9 24. The Court shall maintain continuing jurisdiction over these settlement
10 proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

11
12 **IT IS SO ORDERED.**

13 Dated: _____

14 HONORABLE RICHARD SEEBORG
15 UNITED STATES DISTRICT JUDGE
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Attorneys for Plaintiff and the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CORY HAZDOVAC, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MERCEDES BENZ USA, LLC, and DOES
MBUSA 1 through 10, inclusive,

Defendants.

Case No. 20-cv-00377-RS

CLASS ACTION

**DECLARATION OF JORDAN L. LURIE
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Richard Seeborg

Date: December 4, 2025

Time: 1:30 p.m.

Courtroom: 3, 17th Floor

DECLARATION OF JORDAN L. LURIE

I, Jordan L. Lurie, declare as follows:

1. I am a partner with the law firm of Pomerantz LLP (“Pomerantz”), Settlement Class Counsel and one of the counsel of record for Plaintiff Cory Hazdovac (“Plaintiff”) and the proposed Class in the above referenced action. I am admitted to practice law in the United States District Court of the Northern District of California and in the State of California.

2. Unless the context indicates otherwise, I have personal knowledge of the facts set forth herein and if called upon to do so, I could and would competently testify thereto. I make this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (Motion”).

3. My colleagues and I have been responsible for the prosecution of this action and for the negotiation of the Settlement Agreement. We have vigorously represented the interests of the Class Members throughout the course of the litigation and settlement negotiations.

4. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement. The proposed Notices are attached to the Declaration of Brandon Schwartz Regarding Settlement Administration and Notice Plan (“Schwartz Decl.”), as Exhibits C (Short-Form Notice), D (proposed banners) and E (Long-Form Notice), respectively.

5. Attached hereto as **Exhibit 2** is a copy of my Firm’s resume.

6. Attached hereto as **Exhibit 3** is a copy of the resume of Plaintiff’s Counsel, Frontier Law Center.

7. Attached hereto as **Exhibit 4** is the Declaration of Plaintiff Cory Hazdovac in Support of Settlement.

8. Plaintiff initiated her action in the Superior Court of California for the County of Alameda on December 4, 2019. The action was removed to this Court on January 17, 2020. Plaintiff filed her First Amended Complaint (“FAC”) on June 15, 2020, alleging causes of action against MBUSA for violating California’s Unfair Competition Law (“UCL”), and for violating the Consumers Legal Remedies Act (“CLRA”) based on MBUSA’s alleged violation of the HPP Emissions Warranty. ECF Nos. 1 and 22.

1 9. On July 13, 2020, MBUSA moved to dismiss the FAC, which the Court denied
2 on September 16, 2020. ECF 33. Plaintiff filed a motion for leave to file a Second Amended
3 Complaint (“SAC”), which the Court granted on January 13, 2022. ECF 58. Plaintiff filed her
4 SAC on February 16, 2022. MBUSA moved to dismiss the SAC, which the Court granted in
5 part and denied in part on June 15, 2022. ECF No. 76. MBSUA answered the SAC on July 20,
6 2022. ECF 79.

7 10. Meanwhile, the Parties engaged in protracted and contested litigation. The
8 Parties engaged in discovery, including the production and review of thousands of documents
9 produced by MBUSA, numerous written discovery requests, the deposition of MBUSA’s person
10 most knowledgeable, and the deposition of Plaintiff. The Parties also engaged in informal
11 discovery and detailed exchanges of technical and warranty data in connection with the
12 mediations.

13 11. The Parties engaged in detailed and extensive pre and post-mediation discussions
14 and exchanged settlement information. The Parties participated in a full-day mediation with Jay
15 Gandhi on October 31, 2022, two full-day mediations with Michelle Yoshida on January 22,
16 2024, and May 7, 2024, followed by numerous negotiations with Ms. Yoshida over the next six
17 months. The Settlement negotiations also took into account the extent of discovery and
18 information learned during discovery, both formal and informal. Plaintiff and her counsel were
19 well-positioned to evaluate the Parties’ respective positions, having reviewed thousands of
20 pages of documents produced in discovery; obtained information pursuant to interrogatories;
21 taken the deposition of MBUSA’s person most knowledgeable, and obtained additional
22 information during the course of a protracted mediation process.

23 12. As a result of the mediations, the Parties identified the Subject Parts and
24 MBUSA models and model years for Settlement. The Parties ultimately reached agreement as to
25 principal terms based on the mediator’s recommendation.

26 13. After the Parties reached agreement as to principal terms, Ms. Yoshida assisted
27 to separately negotiate fees, costs, and a service award to Plaintiff. The attorneys’ fees and
28 expenses (*see* S.A. §5.3) are the product of non-collusive, adversarial negotiations following

1 multiple full-day mediations and months of further negotiations with the assistance of an
2 experienced mediator.

3 14. The Settlement is set forth in complete and final form in the Settlement
4 Agreement.

5 15. In connection with the Settlement, Plaintiff has filed a Third Amended
6 Complaint that specifically identifies the Subject Parts and details the claims and allegations for
7 Settlement.

8 16. Based on information provided by MBUSA and the Settlement Administrator,
9 the Settlement Class consists of over 1 million Subject Vehicles and likely more than 1.5
10 million Settlement Class Members. Based on information provided by the Settlement
11 Administrator, the precise number of Subject Vehicles will not be known until after the
12 Settlement is preliminarily approved, because registration data from the relevant state
13 departments of motor vehicles cannot be obtained until a preliminary approval order is entered.

14 17. Class Counsel plan to submit a detailed analysis of the total value of the benefits
15 offered by the Settlement (for example, based on the average cost of repair of each of the
16 Subject Parts and/or what a service plan would cost on the open market to warrant the Subject
17 Parts) in support of Final Approval and Class Counsel’s Fee Petition.

18 18. The Settlement negotiations took into account the extent of discovery and
19 information learned during discovery, both formal and informal. Plaintiff and her counsel were
20 well-positioned to evaluate the Parties’ respective positions, having reviewed thousands of
21 pages of documents produced in discovery; obtained information pursuant to interrogatories;
22 taken the deposition of MBUSA’s person most knowledgeable, and obtained additional
23 information during the course of a protracted mediation process.

24 19. As detailed in Plaintiff’s Motion and in the Settlement Agreement, the
25 Settlement provides valuable relief to Class Members who can submit claims for
26 reimbursement for past expenses to repair or replace fourteen “high-priced, emissions-related
27 parts” (“HPPs”). This is a valuable benefit that, in Plaintiff’s view, directly targets the root of
28

1 this class action—MBUSA’s alleged purported failure to identify and pay for HPPs in Class
2 Vehicles for 7-years or 70,000-miles under the HPP California Emissions Warranty.

3 20. The Settlement also provides valuable relief to current and future owners of
4 Class Vehicles, as set forth in the Agreement, because MBUSA has agreed to effectively
5 extend its existing warranty obligations applicable to the Class Vehicles to cover the costs of
6 all parts and labor to replace a HPP for the earlier of seven years from the Class Vehicle’s in-
7 service date or 70,000 miles driven.

8 21. When weighed against the risk of further litigation, the Settlement falls within
9 the range of reasonableness for all the reasons set forth in Plaintiff’s Motion.

10 22. While Plaintiff believes that this case is strong on the merits, MBUSA has raised
11 a number of substantive defenses that present serious risks to Plaintiff’s case. These defenses
12 include, among others, that the Subject Parts are not emissions-related parts entitled to
13 coverage under the California Emissions Warranty.

14 23. Moreover, had litigation continued, the Class would run the risk of never being
15 certified. While Plaintiff would vigorously pursue class certification, consumers bringing UCL
16 and CLRA actions are frequently denied class certification due to lack of common proof.
17 Indeed, the risk of continuing litigation, including the risk of new adverse statutory or case law,
18 increased costs, and expiration of a substantial amount of time, weigh heavily in favor of
19 settlement.

20 24. Further, Plaintiff could face the termination of this action at trial. Prolonging
21 litigation further, even if Plaintiff was to prevail at trial, would almost certainly diminish the
22 value of the relief to Class Members, as their Subject Vehicles’ mileage will continue to
23 increase, potentially excluding them from coverage when their vehicles surpass the 7-year,
24 70,000-mile HPP California Emissions Warranty mileage and age threshold.

25 25. Plaintiff and her counsel thoroughly investigated and researched the claims in
26 litigating this action and preparing for trial, which allowed Plaintiff’s Counsel to better evaluate
27 Plaintiff’s claims and MBUSA’s defenses to class certification and liability. Based on our
28 investigation and review of information and evidence produced by MBUSA, and in

1 consideration of the risks of continued litigation and the relative strengths and weaknesses of
2 Plaintiff's claims and MBUSA's defenses, Plaintiff and her counsel have concluded that the
3 Settlement represents an excellent result for Class Members.

4 26. Plaintiff's Counsel's combined lodestar to date is very close to the requested fee
5 amount, and additional lodestar will be incurred in connection with final approval. At final
6 approval, Class Counsel will provide the necessary evidence supporting the fee and expense
7 request, including a full lodestar calculation and cross-check. Therefore, it is anticipated that
8 Plaintiff Counsel's fee request likely will be *less* than the lodestar. If there is a multiplier, it will
9 be minimal or even a negative multiplier, even if the full amount of the requested fee is
10 awarded.

11 27. In support of final approval, Plaintiff and her counsel will also provide further
12 details regarding the exceptional and ongoing circumstances justifying Plaintiff's requested
13 service award, including her considerable efforts in assisting with the prosecution of this action,
14 the risks she has undertaken, and the hardships endured by Plaintiff in the course of the
15 litigation due to the fact that her vehicle was not repaired under warranty.

16 28. In selecting the Settlement Administrator, the Parties considered three (3) bids
17 from competing settlement administrators and selected Eisner primarily based on the experience
18 of counsel in working with Eisner in recent previous matters (the pricing offered by all three
19 bidding administrators was comparable).

20 29. Pomerantz will fairly and adequately represent the interests of the Class. I
21 respectfully request that Pomerantz be named as Class Counsel.

22 30. Pomerantz has dedicated significant resources to identify, research, and
23 investigate the potential claims in this action and has undertaken significant effort to prepare
24 such claims for presentation to this Court through this Motion. Among the tasks performed by
25 Pomerantz to date are: participating in the drafting of the initial and amended complaints;
26 successfully moving to obtain leave to amend and file a second amended complaint;
27 researching and drafting two Oppositions to Defendant's Motions to Dismiss; serving and
28 responding to discovery requests to Defendant and to third-parties; conducting time-consuming

1 and thorough searches of Plaintiff’s documents with her assistance; reviewing voluminous
2 documents produced by Defendant and third parties, including the California Air Resources
3 Board; drafting a Protective Order; taking the deposition of MBUSA’s person most
4 knowledgeable; planning for and defending the deposition of Plaintiff; retaining consultants;
5 meeting and conferring with MBUSA’s counsel; planning for and attending full-day
6 mediations and multiple follow up negotiations over many months; and drafting this Motion.
7 Pomerantz is committed to continuing to dedicate the resources necessary to achieve the best
8 result in furtherance of the interests of the Class.

9 31. Pomerantz is one of the most respected law firms in the United States and is
10 dedicated to representing investors in securities fraud actions and consumers in actions that
11 seek to recover monetary and injunctive relief on behalf of class members while also
12 advocating for important consumer rights. We have offices in Los Angeles, New York,
13 Chicago, and Paris.

14 32. Pomerantz has been a Legal 500 Tier 1 Firm since 2021. In 2020, Pomerantz
15 was named Plaintiff Firm of the Year by Benchmark Litigation, ranked among the top plaintiff
16 firms by Chambers USA and The Legal 500, and honored with European Pensions’ Thought
17 Leadership Award. In 2019, Pomerantz received Benchmark Litigation’s National Case Impact
18 Award for *In re Petrobras Securities Litig.* In 2018, Pomerantz was a Law360 Securities
19 Practice Group of the Year and a finalist for the *National Law Journal*’s Elite Trial Lawyers
20 award. Among other accolades, many of our attorneys have been chosen by their peers, year
21 after year, as Super Lawyers® Top-Rated Securities Litigation Attorneys and Rising Stars.

22 33. Our attorneys have successfully litigated claims involving California’s Unfair
23 Competition Law, California’s Consumers Legal Remedies Act, the Song Beverly Consumer
24 Warranty Act and the Song Beverly Credit Card Act. Pomerantz has successfully prosecuted
25 and resolved consumer claims focusing on unfair competition, false advertising, illegal
26 background checks, privacy rights and consumer finance related actions. In all of these actions,
27 Pomerantz achieved significant modifications to defendants’ business behavior as key
28 components of settlement.

1 34. I am the head of the Firm’s Consumer Litigation practice. Pomerantz’s
2 Strategic Consumer Litigation has pioneered litigation to establish claims for public injunctive
3 relief under California’s unfair business practices statute. For example, Pomerantz has filed
4 cases seeking to prevent major auto manufacturers from unauthorized access to, and use of,
5 drivers’ vehicle data without compensation, and seeking to require the auto companies to share
6 diagnostic data extracted from drivers’ vehicles. Other consumer matters handled by
7 Pomerantz’s Strategic Consumer Litigation practice group include actions involving
8 cryptocurrency, medical billing, price fixing, and false advertising of various consumer
9 products and services. While the Consumer Litigation practice group also has successfully
10 prosecuted other actions against auto manufacturers relating to failing to properly identify
11 vehicle parts that must be covered under the California Emissions Warranty, this case was
12 among the initial cases filed by our group and presented unique challenges and circumstances
13 and resulted in a unique and unprecedented outstanding. None of the other cases to date have
14 resulted in a class wide settlement on the scale of the current Settlement or on the same terms
15 as the current Settlement or covered as many alleged emissions-related parts.

16 35. Throughout its history, courts have repeatedly acknowledged Pomerantz’s
17 ability to vigorously pursue and successfully litigate actions on behalf of consumers. As Judge
18 Jed S. Rakoff of the Southern District of New York wrote in approving a \$2.9 billion
19 settlement in *In re Petrobras Securities Litigation* in June 2018, “[T]he Court finds that Class
20 Counsel's performance was in many respects exceptional;” [T]he lawyers in this case [are]
21 some of the best lawyers in the United States, if not in the world.”

22 36. Numerous other courts have noted Pomerantz’s skill and effectiveness and have
23 acknowledged Pomerantz’s abilities to vigorously pursue and successfully litigate actions on
24 behalf of consumers. For example:

- 25 • District Judge Noel L. Hillman, in approving the *In re Toronto-Dominion*
26 *Bank Securities Litigation* settlement in October 2019, stated:

27 I commend counsel on both sides for their hard work, their very
28 comprehensive and thoughtful submissions during the motion practice

1 aspect of this case. ... It's clear to me that this was comprehensive,
2 extensive, thoughtful, meaningful litigation leading up to the settlement.
3 ... This settlement appears to have been obtained through the hard work of
4 the Pomerantz firm. ... It was through their efforts and not piggybacking
5 on any other work that resulted in this settlement.

- 6 • In approving the settlement in *Strougo v. Barclays PLC* in June 2019,
7 Judge Victor Marrero of the Southern District of New York wrote:

8 Let me thank counsel on both sides for the extraordinary work both sides
9 did in bringing this matter to a reasonable conclusion. As the parties have
10 indicated, the matter was intensely litigated, but it was done in the most
11 extraordinary fashion with cooperation, collaboration, and high levels of
12 professionalism on both sides, so I thank you.

- 13 • In certifying two Classes in *In re Petrobras Securities Litigation* in
14 February 2016, Judge Rakoff wrote:

15 [O]n the basis not only of USS's counsel's prior experience but also the
16 Court's observation of its advocacy over the many months since it was
17 appointed Lead Counsel, the Court concludes that Pomerantz, the
18 proposed class counsel, is "qualified, experienced and able to conduct the
19 litigation." ... [T]he Pomerantz firm has both the skill and resources to
20 represent the Classes adequately.

- 21 • In approving the settlement in *Thorpe v. Walter Investment Management*
22 *Corp.*, No. 14-cv-20880, 2016 U.S. Dist. LEXIS 144133 (S.D. Fla. Oct.
23 14, 2016) Judge Ursula Ungaro wrote: "Class Counsel has developed a
24 reputation for zealous advocacy..."

- 25 • In approving a \$24 million settlement in *In re Force Protection, Inc.*, No.
26 08 CV 845 (D.S.C. 2011), Judge C. Weston Houk described the Firm as
27 "attorneys of great ability and great reputation" and commended the Firm
28 for having "done an excellent job."

- In approving the settlement in *In re Comverse Technology, Inc.*
Securities Litigation, No. 06-CV-1825 (E.D.N.Y.) in June 2010, Judge
Nicholas G. Garaufis stated:

As outlined above, the recovery in this case is one of the highest ever
achieved in this type of securities action. ... The court also notes that,
throughout this litigation, it has been impressed by Lead Counsel's
acumen and diligence. The briefing has been thorough, clear, and
convincing, and ... Lead Counsel has not taken short cuts or relaxed its
efforts at any stage of the litigation.

- In *Steinberg v. Nationwide Mutual Insurance Co.* (E.D.N.Y. 2004),
Judge Spatt, granting class certification and appointing the Firm as class

1 counsel, observed: “The Pomerantz firm has a strong reputation as class
2 counsel and has demonstrated its competence to serve as class counsel in
this motion for class certification.” (224 F.R.D. 67, 766.)

- 3 • In *Mercury Savings & Loan*, No. 90-cv-00087 LHM (C.D. Cal. 1993),
4 Judge McLaughlin commended the Firm for the “absolutely extraordinary
job in this litigation.”

5
6 37. Pomerantz’s class action record is enviable. On January 3, 2018, in *In re*
7 *Petrobras Sec. Litig.*, No. 14-cv-9662 (S.D.N.Y. 2018), in a significant victory for investors,
8 Pomerantz, as sole Lead Counsel for the class, achieved a historic \$2.95 billion settlement with
9 *Petróleo Brasileiro S.A.* and its related entity, *Petrobras International Finance Company*, as
10 well as certain of *Petrobras*’ former executives and directors. On February 2, 2018, Pomerantz
11 reached a \$50 million settlement with *Petrobras*’ auditors, *PricewaterhouseCoopers Auditores*
12 *Independentes*, bringing the total recovery for *Petrobras* investors to \$3 billion. In August 2019,
13 in *Pirnik v. Fiat Chrysler Automobiles N.V. et al.*, No. 1:15-cv-07199-JMF (S.D.N.Y.),
14 Pomerantz, as Lead Counsel, achieved final approval of a \$110 million settlement for the Class
15 in a high-profile securities class action which alleged that Fiat Chrysler concealed from
16 investors that it improperly outfitted its diesel vehicles with “defeat device” software designed
17 to cheat NOx emissions regulations in the U.S. and Europe, and that regulators had accused
18 Fiat Chrysler of violating the emissions regulations.

19 38. Over its long history, Pomerantz has achieved other significant settlements in
20 numerous cases, a sampling of which is listed below:

- 21 • *In re Yahoo! Inc. Sec. Litig.*, No. 17-cv-00373 (N.D. Cal. 2018)
22 \$80 million settlement of securities class action in which Pomerantz was Co-
23 Lead Counsel.
- 24 • *In re Libor Based Financial Instruments Antitrust Litig.*, 1:11-md-2262
25 \$31 billion partial settlement with three defendants in this multi-district
26 litigation in which Pomerantz represents the Berkshire Bank and the
27 Government Development Bank for Puerto Rico.
- 28 • *Kaplan v. S.A.C. Capital Advisors, L.P.*, No. 12-cv-9350 (S.D.N.Y. 2017)

1 \$135 million settlement of class action in which Pomerantz was Co-Lead
2 Counsel.

- 3 • ***In re Groupon, Inc. Sec. Litig.***, No. 12-cv-02450 (N.D. Ill. 2015)

4 \$45 million settlement of class action in which Pomerantz was sole Lead
5 Counsel.

- 6 • ***In re Elan Corp. Sec. Litig.***, No. 05-cv-2860 (S.D.N.Y. 2005)

7 \$75 million settlement in class action arising out of alleged accounting
8 manipulations.

- 9 • ***In re Safety-Kleen Corp. Stockholders Litig.***, No. 00-cv-736-17 (D.S.C. 2004)

10 \$54.5 million in total settlements in class action alleging accounting
11 manipulations by corporate officials and auditors; last settlement reached on eve
12 of trial.

- 13 • ***Duckworth v. Country Life Ins. Co.***, No. 1998-CH-01046 (Ill. Cir. Ct., Cook
14 Cty. 2000)

15 \$45 million recovery.

- 16 • ***Snyder v. Nationwide Ins. Co.***, No. 97/0633 (N.Y. Sup. Ct. Onondaga Cty.
17 1998)

18 Settlement valued at \$100 million in derivative case arising from injuries to
19 consumers purchasing life insurance policies.

- 20 • ***In re National Health Lab., Inc. Sec. Litig.***, No. CV 92-1949 (S.D. Cal. 1995)
- 21 \$64 million recovery.

- 22 • ***In re First Executive Corp. Sec. Litig.***, No. 89-cv-07135 (C.D. Cal. 1994)

23 \$102 million recovery for the class, exposing a massive securities fraud arising
24 out of the Michael Milken debacle.

- 25 • ***In re Boardwalk Marketplace Sec. Litig.***, MDL No. 712 (D. Conn. 1994)

26 Over \$66 million benefit in securities fraud action.

- 27 • ***In re Telerate, Inc. S'holders Litig.***, C.A. No. 1115 (Del. Ch. 1989)

28 \$95 million benefit in case alleging violation of fiduciary duty under state law.

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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This Agreement is made and entered into by and between Cory Hazdovac (“Plaintiff”), on the one hand, and Mercedes-Benz USA, LLC (“MBUSA” or “Defendant”), on the other hand (Plaintiff and Defendant are collectively referred to herein as the “Parties”), to settle, compromise, release, and discharge the claims on behalf of Plaintiff and the Settlement Class (as defined below) according to the terms and conditions herein.

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be. Terms defined elsewhere in this Agreement shall have the meanings assigned to them there.

1.1 “Administrative Costs” means all the costs of the Notice Plan relating to this Settlement, the Settlement Administrator’s costs of administering and processing claims and objections to the Settlement and opt-outs submitted by Settlement Class Members, the Settlement Administrator’s costs of administering and sending disbursements of consideration, the Settlement Administrator’s costs for preparing status reports to the Parties and the Court, and other necessary and reasonable costs associated with administering this Settlement, including compensation of the Settlement Administrator. Administrative Costs shall be paid by Defendant.

1.2 “Agreement” means this Class Action Settlement Agreement and Release, including the notices and other documents contemplated by this Class Action Settlement Agreement and Release, and any amendments thereto. The Agreement may alternatively be referred to as the “Settlement” or the “Settlement Agreement.”

1.3 “Attorneys’ Fees, Costs, and All Other Expenses” means the settlement amounts approved by the Court for payment to Class Counsel to cover attorneys’ fees, costs, and any other

expenses incurred by Class Counsel in this Litigation. Defendant is not responsible for any other expenses, including but not limited to any costs and expenses of addressing objections and appeals, any claims by other plaintiff's counsel for attorneys' fees or costs, and any other expenses incurred by or on behalf of any plaintiff, Plaintiff's counsel, Settlement Class Members, or Class Counsel.

1.4 "Authorized Service Center" means any service center specifically authorized at the time of repair or presentment to provide warranty services for Mercedes-Benz vehicles, including authorized Mercedes-Benz dealerships and authorized Mercedes-Benz Service Centers, which are identifiable by ZIP code at https://www.mbusa.com/mercedes/dealers/schedule_service. For avoidance of doubt, an Authorized Service Center shall not be considered as such unless it was or is an Authorized Service Center at the time that any relevant repair, replacement, or diagnosis occurred or occurs.

1.5 "Claims Period" means the time during which Settlement Class Members may submit a Reimbursement Claim Form under the Settlement, as set forth in Section 9.3 of this Agreement.

1.6 "Class Counsel" means Pomerantz LLP, including Jordan L. Lurie and Ari Y. Bassar.

1.7 "Class Notice" or "Notice" means the notice of this Agreement to the Settlement Class approved by the Court. The Settling Parties will cooperate to develop a proposed plain-English and user-friendly Class Notice and Notice Plan to submit to the Court, for its approval with the motion for preliminary approval.

1.8 "Class Representative" means the Plaintiff in her representative capacity for the Settlement Class, as approved by the Court.

1.9 “Class Representative Service Award” means a payment, to be approved by the Court, to Plaintiff in her capacity as Class Representative to compensate her for her work on behalf of the Settlement Class, including participating in the Litigation, performing work in support of the Litigation, and undertaking the risks of the Litigation.

1.10 “Court” means Judge Richard Seeborg of the United States District Court for the Northern District of California, or the Judge of that Court assigned to preside over the above-captioned action, if not Judge Seeborg.

1.11 “Defense Counsel” means Defendant’s counsel of record in the Litigation, Troy M. Yoshino of Winston & Strawn LLP.

1.12 “Effective Date” means 15 days after the date all appellate rights are exhausted in a manner affirming approval of the Settlement Agreement by the Court, unless no appeals are filed, in which case the Effective Date is seventy-five (75) days after the date when the Final Order and Judgment is entered. For the purpose of this section, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s Attorneys’ Fees and Costs and/or the Class Representative Service Award and does not challenge or seek reversal of the approval of this Settlement. To illustrate, and as an example only, if an appeal were filed seeking a reduction in the award of Class Counsel’s Attorney’s Fees and Costs, that would not be an “appeal” for purposes of this definition unless the appellant sought reversal of settlement approval due to the allegedly excessive fee.

1.13 “Final Order and Judgment” means the order and judgment of the Court (1) dismissing this Litigation with prejudice as to Defendant and (2) approving this Agreement.

1.14 “HPP Coverage” means the coverage provided for by this Agreement for repairs, replacements, or diagnoses of Subject Parts on Subject Vehicles on or after the Effective Date, as

set forth in Section 4.3 below. After the Effective Date, MBUSA will update its systems to reflect the HPP Coverage.

1.15 “HPP Warranty” means the warranty covering the period between 4 years/50,000 miles and 7 years/70,000 miles provided by MBUSA covering high-priced, emissions-related parts.

1.16 “In-Service Date” means the date that the Subject Vehicle was first purchased or leased by any customer from an authorized Mercedes-Benz dealership.

1.17 “Litigation” or “Action” means *Hazdovac v. Mercedes-Benz USA, LLC et al.*, Case No. 3:20-CV-00377 (N.D. Cal.), pending in the United States District Court for the Northern District of California.

1.18 “Litigation Claims” means the claims asserted by Plaintiff in the Third Amended Complaint filed in the Litigation.

1.19 “Mediator” means (Ret.) Judge Jay C. Gandhi of Phillips ADR Enterprises (formerly with JAMS) and/or Michelle Yoshida of Phillips ADR Enterprises.

1.20 “Notice Date” means the date on which Class Notice is sent to the Settlement Class.

1.21 “Notice Plan” means the plan for disseminating Class Notice to the Settlement Class as required by this Court, Federal Rule of Civil Procedure 23(c)(2)(B), and the Class Action Fairness Act (28 U.S.C. § 1715), as described in Section 8 below.

1.22 “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, and assignees.

1.23 “Plaintiff” means Cory Hazdovac.

1.24 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement and directing that Class Notice be provided to the Settlement Class. The Settling Parties will submit an agreed-upon proposed Preliminary Approval Order to the Court along with the motion for preliminary approval.

1.25 “Qualified Diagnosis” means a diagnosis of a Subject Part on a Subject Vehicle performed at an Authorized Service Center before the Effective Date but only if (1) after receiving the diagnosis, the owner did *not* repair or replace the Subject Part at an Authorized Service Center or at all, and (2) the Subject Part or Subject Vehicle is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the Subject Parts).

1.26 “Qualified Repair” means a repair, replacement, or diagnosis (unless the diagnosis was a Qualified Diagnosis) of a Subject Part on a Subject Vehicle performed at an Authorized Service Center before the Effective Date and that is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the Subject Parts).

1.27 “Reimbursement Claim Form” means the Court-approved claim form that must be timely completed and submitted for a Settlement Class Member to be eligible for reimbursement for Qualified Repairs or Qualified Diagnoses as set forth in Section 9 of this Agreement. A copy of the Reimbursement Claim Form that Class Members can download will be available on the

Settlement Website, and there will also be an electronic version of the Reimbursement Claim Form that can be completed online and that allows for uploading of the required documentation to support a claim. Together with the Settlement Administrator, the Settling Parties will cooperate to develop a proposed plain-English and user-friendly Reimbursement Claim Form to submit to the Court for its approval with the motion for preliminary approval.

1.28 “Section 177 States” or “Reg. 177 States” means states that have implemented California’s Low-Emission Vehicle (LEV) criteria pollutant and greenhouse gas (GHG) emission regulations and Zero Emission Vehicle (ZEV) regulations under Section 177 of the Clean Air Act, 42 U.S.C. § 7507. At various times during the relevant period (and as set forth in Exhibit A), the Reg. 177 States included, in addition to California: Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington. Certain of these states are Reg. 177 States only as to certain model year Subject Vehicles.

1.29 “Settlement Administrator” means EisnerAmper, the qualified third party appointed by the Court to administer the Settlement, including implementation of the Notice Plan and claims administration.

1.30 “Settlement Class” means all Persons, in Section 177 States, who purchased or leased Mercedes-Benz vehicles between model year 2015 and the present that are covered by an HPP Warranty. The following persons are excluded from the Settlement Class:

- a) Persons who have settled with, released, or otherwise had claims adjudicated on the merits for or against Defendant or any Releasee that are substantially similar to the Litigation Claims (i.e., alleging that that Defendant or the Releasee did not identify the Subject Parts as “high-cost

emissions warranty parts” under California’s emissions warranty requirements and covered under the HPP Warranty);

- b) Defendant and its officers, directors, and employees, as well as their corporate affiliates and the corporate affiliates’ officers, directors, and employees;
- c) Counsel to any of the Parties;
- d) Judge Richard Seeborg, any district court or appellate judge later assigned to this matter, the Mediator, and members of their respective immediate families;
- e) Governmental entities; and,
- f) Persons who properly elect to be excluded from the Settlement Class.

1.31 “Settlement Class Member” means any Person who falls within the definition of the Settlement Class who has not timely and properly elected to opt out pursuant to Section 8.18 below.

1.32 “Settlement Website” means the website described in Section 8.13.

1.33 “Settling Parties” means, collectively, Plaintiff, all Settlement Class Members, and Defendant.

1.34 “Subject Parts” means the following parts for a Subject Vehicle: (1) Manifold PCV Connection Assembly; (2) Power Train Control Unit (PCM); (3) Accelerator Pedal Sensor; (4) Accelerator Pedal; (5) Partial Load Operation Crankcase Ventilation Valve; (6) Clean Air Line; (7) Pressure Sensor Downstream of Air Filter; (8) Check Valve within the EVAP System; (9) Crankcase Ventilation System; (10) Vent Control Valve; (11) Charcoal Canister; (12) Fuel Tank

Level Indicator Fill Level Sensors; (13) Coolant Thermostat; and (14) ESP Electronic Stability Program Control Unit.

1.35 “Subject Vehicle” means a Mercedes-Benz vehicle between model year 2015 and the present that is, or was, covered by the HPP Warranties.

1.36 “Valid Claim” means a Reimbursement Claim Form that is timely submitted by a Settlement Class Member in accordance with the requirements of this Agreement for a Qualified Diagnosis or Qualified Repair, and which the Settlement Administrator determines meets all the requirements to be entitled to reimbursement under this Agreement.

2. DENIAL OF ANY WRONGDOING AND LIABILITY

2.1 Defendant denies the material factual allegations and legal claims asserted by the Plaintiff and Settlement Class Members in the Litigation, including, but not limited to, any and all charges of wrongdoing or liability, or allegations of defect, arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Nothing in this Agreement is intended to or shall be construed as an admission or concession by Defendant or any Releasees of any kind.

3. BACKGROUND

3.1 Plaintiff filed a class action complaint, *Hazdovac v. Mercedes-Benz USA, LLC*, on December 4, 2019, in the California Superior Court of Alameda County, on behalf of a putative California class and a putative California subclass, alleging that MBUSA did not accurately and comprehensively identify all of the vehicle parts that should be classified as “high-cost emissions warranty parts” under California’s emission control system warranty requirements and covered under the California Emissions Warranty for 7 years and 70,000 miles.

3.2 On January 17, 2020, MBUSA removed the case to the United States District Court for the Northern District of California.

3.3 On June 15, 2022, Plaintiff filed a First Amended Complaint that added additional California subclasses for specific parts that Plaintiff alleged should have been categorized as “high-priced parts.”

3.4 On July 13, 2020, MBUSA moved to dismiss the First Amended Complaint.

3.5 On September 16, 2020, the Court entered an order denying MBUSA’s motion to dismiss.

3.6 On February 16, 2022, Plaintiff filed a Second Amended Complaint that added subclasses to include the Settlement Class and the type of harm Settlement Class Members allegedly suffered.

3.7 On July 20, 2022, MBUSA answered the Second Amended Complaint.

3.8 Plaintiff also filed a Third Amended Complaint setting forth, among other things, the Subject Parts and the Subject Vehicles for the purpose of settlement.

3.9 During the course of the Litigation, the Settling Parties and their counsel litigated dispositive motions and conducted discovery, including written discovery, document productions, and vehicle inspections. The Settling Parties have litigated their respective positions in connection with all aspects of the Litigation.

3.10 As a result of the Litigation, the Settling Parties and their counsel are thoroughly familiar with the factual and legal issues presented by their respective claims and defenses and recognize the uncertainties as to the ultimate outcome of the Litigation, and that any final result would require years of further complex litigation and substantial expense.

3.11 The Settling Parties agreed to mediate the case with the Mediators. After numerous mediations, and following numerous subsequent additional discussions with the Mediator, specifically, Michelle Yoshida, the Settling Parties reached agreement in principle on the material

terms of a class action settlement. Separately, and after the Settling Parties had reached agreement in principle on the other material terms of a settlement, and with further assistance from the Mediator, the Settling Parties ultimately reached an agreement on Attorneys' Fees, Costs, and All Other Expenses, and Class Representative Service Awards, all subject to Court approval. Those agreements were then together memorialized in a term sheet. The term sheet, after further negotiations, was expanded to this Agreement.

3.12 The Settling Parties recognize that the question of whether any of the Subject Parts should have been covered under the HPP Warranties is hotly disputed, and that the Settling Parties' claims are subject to additional and substantial defenses. Accordingly, this Agreement reflects a compromise between the Settling Parties whereby MBUSA provides coverage for eligible claims but does not admit that the Subject Parts are emissions-related, "warranted parts," or "high priced" under the HPP Warranties.

3.13 The Settling Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Settling Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, will be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party.

3.14 Neither this Settlement, nor any act performed or document executed pursuant to or in furtherance of it: (i) is, or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any legal claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of MBUSA; or (ii) is, or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of Releasees in any proceeding in any court,

administrative agency, or other tribunal. This provision will survive the expiration or voiding of the Settlement.

3.15 Nothing in this Agreement is intended to or will be construed as an admission by Defendant or the Releasees that the Litigation Claims have merit or that Defendant or the Releasees bear any liability to Plaintiff or the Settlement Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Litigation have merit.

4. CONSIDERATION TO THE CLASS

In consideration for the Settlement, entry of judgment, and dismissal of this Action with prejudice, and for the Release provided herein, MBUSA agrees to provide the following consideration to the Settlement Class.

A. Reimbursement for Qualified Repairs

4.1 Settlement Class Members shall be entitled to submit claims for reimbursement of out-of-pocket costs paid by them for Qualified Repairs to their Subject Vehicles, subject to the claims processes set forth in Section 9 of this Agreement. MBUSA agrees to provide 50% reimbursement for out-of-pocket costs (limited to the parts, labor, and diagnosis) for Valid Claims for such Qualified Repairs that were incurred after the expiration of the Subject Vehicle's 4-year/50,000-mile warranty but before the expiration of the Subject Vehicle's 7-year/70,000-mile warranty.

B. Reimbursement for Cost of Qualified Diagnosis

4.2 Settlement Class Members shall be entitled to submit claims for reimbursement of out-of-pocket costs paid by them for Qualified Diagnoses to their Subject Vehicles, subject to the claims processes set forth in Section 9 of this Agreement. MBUSA agrees to provide 100% reimbursement for out-of-pocket costs (limited to the labor and diagnosis) for Valid Claims for such

Qualified Diagnoses that were incurred after the expiration of the Subject Vehicle's 4-year/50,000-mile warranty but before the expiration of the Subject Vehicle's 7-year/70,000-mile warranty.

C. HPP Coverage for Subject Parts

4.3 On a going-forward basis, beginning on the Effective Date and continuing thereafter, Defendant will provide 100% coverage for the repair, replacement, or diagnosis of a Subject Part on a Subject Vehicle performed at an Authorized Service Center, after the expiration of the Subject Vehicle's 4-year/50,000-mile warranty, and before the expiration of the Subject Vehicle's 7-year/70,000-mile warranty, upon confirmation that the part(s) presented for repair, replacement, or diagnosis are Subject Parts of a Subject Vehicle and that the repair or replacement is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the Subject Parts).

4.4 All terms and conditions of the HPP Warranty will apply.

4.5 Settlement Class Members will not be required to present any Settlement-related document to receive service covered under this HPP Coverage at an authorized MBUSA dealership. Settlement Class Members will not have to pay out of pocket for repairs, replacements, or diagnoses covered under the HPP Coverage. MBUSA will not impose any fees or charges for repairs, replacements, or diagnoses covered under the HPP Coverage.

4.6 The HPP Coverage will follow the Subject Vehicles, is not personal to any owner and lessee, and will survive the sale of Subject Vehicles to subsequent purchasers (so long as the

Subject Vehicle remains registered in a Section 177 State). HPP Coverage will be processed through MBUSA's standard payment processes with its dealers.

4.7 All applicable rights and conditions under preexisting warranties will remain notwithstanding the implementation of this Settlement. Nothing in this Settlement will be construed as diminishing or otherwise affecting any other express or implied warranties covering the Subject Vehicles.

4.8 MBUSA may implement or continue to implement any additional customer satisfaction or goodwill policy, program, or procedure at its discretion, and may extend goodwill consideration to individual Settlement Class Members on a case-by-case basis, without regard to their entitlement to relief under the Settlement. No such goodwill decision by MBUSA, however, will act to deprive a Settlement Class Member or claimant of the benefits available under the Settlement (except insofar as it may reduce or eliminate any out-of-pocket costs by the Settlement Class Member, who therefore would not have a claim for reimbursement for such amounts, as set forth in Section 4.9).

E. No Double Recovery

4.9 There shall be no double recovery under the Settlement. Thus, if a Settlement Class Member receives or received goodwill, extended warranty coverage, or any other form of coverage for a repair, replacement, or diagnosis otherwise subject to reimbursement under this Agreement, the total amount of reimbursement available to that Settlement Class Member under this Agreement will be offset by any goodwill, extended warranty coverage, or other form of coverage that Settlement Class Member received or receives for the relevant repair, replacement, or diagnosis.

5. PAYMENTS BY DEFENDANT

5.1 **To Settlement Class Members Submitting Claims:** Defendant agrees to reimburse (as set forth above) Settlement Class Members who submit Valid Claims for their out-

of-pocket costs paid for Qualified Diagnoses or Qualified Repairs pursuant to the claim procedures set forth in Section 9. Settlement Class Members may elect to receive payment by check or by electronic payment (e.g., Venmo or PayPal) in a form agreed to by the Settling Parties.

5.2 **To Plaintiff:** Plaintiff, through Class Counsel, will request a Class Representative Service Award totaling no more than \$10,000. Payments made pursuant to this Section shall be made care of Class Counsel.

5.3 **To Class Counsel:** MBUSA will pay to Class Counsel, subject to Court approval, \$2,812,500 or any lower amount awarded by the Court (or any appellate court adjudicating an appeal relating to fees, costs, and other expenses). The Settling Parties agree that this total amount will represent MBUSA's all-inclusive, full payment for all Attorneys' Fees, Costs, and All Other Expenses relating to the claims covered by the contemplated Release, including the costs for notice and claims administration and the Class Representative Service Award. Plaintiff shall be solely responsible for the cost of resolving any objections to the proposed Settlement Agreement brought by Settlement Class Members, including but not limited to fees, costs, and other expenses incurred by counsel until the objection is ultimately resolved, whether known or unknown to MBUSA. Plaintiff and Class Counsel will not seek amounts in excess of the sums specified above. The amount above was determined with assistance of the Mediator and only after reaching agreement upon all other material terms of this Agreement.

5.4 **Timing of Payments under 5.2 and 5.3:** MBUSA will make the payments set forth in Sections 5.2 and 5.3 within the following time period: (1) if, at the time of the Effective Date and at the time of payment, there is no appeal filed or pending challenging the Class Representative Service Award or the award of fees, costs, and other expenses to Class Counsel, then within 45 days after the Effective Date; (2) if, at the time of the Effective Date and at the time of payment,

there is an appeal filed or pending challenging the Class Representative Service Award or the award of fees, costs, and other expenses to Class Counsel, then within 45 days after the resolution of any such appeal or appeals and the expiration of any time to further appeal.

6. RELEASE

6.1 Except as otherwise specified below, upon entry of a Court order granting final approval of the Settlement and entering judgment, Plaintiff and the Settlement Class Members (the “Releasing Parties”) release and forever discharge MBUSA and each of its current or former administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, and all other entities, including without limitation manufacturers, suppliers, and distributors (including wholesale and retail distributors), affiliated dealerships, and all of the foregoing persons’ or entities’ respective predecessors, successors, assigns, and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives, as well as their insurers (“Releasees”), as to the Subject Parts only, from each and every claim of liability that was or could have been asserted in the Third Amended Complaint, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state regarding any claims that were or could have been asserted regarding the Subject Parts (“Released Claims”). Together, this is the “Release.” This Release is subject to the following:

- a) This Release does not include claims for death or personal injury.
- b) This Release is limited to the Subject Parts only and shall not release claims relating to vehicle parts that are not the Subject Parts. There is no limit or waiver as to claims relating to vehicle parts that are not the Subject Parts, and all such claims are specifically reserved. Except for the Released Claims as to the Subject Parts (which are released), this Release does not

limit, release, or waive other claims in *Betancourt v. MBUSA*, Case No. 3:22-cv-05898-RS (N.D. Cal.).

- c) This Release does not impair independent contractual rights that were not, or could not have been, asserted in the Litigation (e.g., any claims based on coverage that extends beyond 7 years/70,000 miles, such as coverage for 10 years/100,000 miles, in which case, any claims relating to the period between 7 years/70,000 miles and 10 years/100,000 miles would not be released by this Agreement).

6.2 The Release provided for herein is as a result of membership in the Settlement Class or status as a Person with a legal right to assert claims of a Settlement Class Member, the Court's approval process herein, and occurrence of the Effective Date, and is not conditional on receipt of payment by any particular Settlement Class Member. Persons who, after the date of the Preliminary Approval Order, acquire legal rights to assert claims within the scope of this Agreement that belong initially to a Settlement Class Member shall take such rights subject to all of the terms, time periods, releases, caps, prohibitions against overlapping or double recoveries, and other provisions contained herein.

6.3 In the event that any Releasing Party seeks to invoke California Civil Code section 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

(or any other like provision or principle of law of any jurisdiction) in connection with the claims, **THE RELEASING PARTIES AND EACH OF THEM EXPRESSLY WAIVE THE**

PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542 (OR ANY OTHER LIKE PROVISION OR PRINCIPLE OF LAW OF ANY JURISDICTION) TO THE FULL EXTENT THAT THESE PROVISIONS MAY BE APPLICABLE TO THE RELEASED CLAIMS. Each of the Releasing Parties hereby does, and shall be deemed to, have considered the possibility that the number or magnitude of all claims may not currently be known; nevertheless, each of the Releasing Parties assumes the risk that claims and facts additional, different, or contrary to the claims and facts that each believes or understands to exist may not exist or may be discovered after the settlement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary claims and facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect. Nothing in this paragraph shall be construed as modifying or limiting the other provisions of the Settlement concerning the potential availability of claims. Plaintiff and Settlement Class Members recognize that, even if they later discover facts in addition to or different from those that they now know or believe to be true, they nevertheless agree that, upon entry of the Final Order and Judgment, the Releasing Parties fully, finally, and forever settle and release any and all Released Claims against Releasees. The Parties acknowledge that this waiver and release were bargained for and are material elements of the Settlement.

6.4 The Releasing Parties shall be deemed by operation of the Final Order and Judgment in the Litigation to have acknowledged that the foregoing release was separately bargained for and a key element of this Settlement of which the releases herein are a part. The Releasing Parties expressly and intentionally release any and all rights and benefits which they now have or in the future may have under the terms of the law (whether statutory, common law,

regulation, or otherwise) of any other state or territory of the United States within the scope of the Released Claims.

6.5 Class Counsel shall cooperate with the Releasees to ensure that the releases set forth in the Final Order and Judgment are given their full force and effect (including by seeking the inclusion of the releases in the Final Order and Judgment and the Reimbursement Claim Forms) and to ensure that the Releasing Parties comply with their obligations set forth in this Agreement.

6.6 No Releasing Party shall recover, directly or indirectly, any sums for Released Claims from the Releasees, other than consideration and sums received under this Agreement, and the Releasees shall have no obligation to make any payments to any nonparties for liability arising out of the Released Claims, other than as set forth in this Settlement.

7. APPROVAL OF THE SETTLEMENT; JUDGMENT AS TO DEFENDANT

7.1 The Parties will cooperate with each other in good faith to carry out the purposes of and effectuate this Agreement, will promptly perform their respective obligations hereunder, and will promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby.

7.2 Promptly after the Parties' execution of this Settlement, counsel for the Parties will present this Settlement to the Court for review and jointly seek entry of an order that certifies the proposed class as a Settlement Class, grants preliminary approval of this Settlement, and directs the Settlement Administrator to provide notice of the Settlement in the manner detailed herein. Plaintiff will prepare all preliminary approval and final approval papers.

7.3 Plaintiff will file, and Defendant will not oppose, a motion consistent with the terms of this Agreement seeking an order conditionally certifying the Settlement Class, granting preliminary approval of this Settlement, approving the notice to be provided to the Settlement Class

and the procedures for providing such notice, setting a briefing schedule and hearing for final approval and a briefing schedule for a motion for an award of Attorneys' Fees, Costs and All Other Expenses, and otherwise staying this Litigation.

7.4 Should the Court decline to conditionally certify the Settlement Class or to approve any material aspect of the Settlement (including but not limited to the scope of the release or the binding effect of the Settlement), and the Settling Parties, despite their best efforts, are unable to agree upon revisions to the Agreement that alleviate the Court's concerns, or the Agreement is otherwise terminated or fails to become effective in accordance with the terms of this Agreement, the Settling Parties will be restored to their respective positions in the Litigation as of the day before this Agreement was fully executed. In such event, the terms and provisions of this Agreement will have no further force and effect and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

7.5 Once the Court enters a Preliminary Approval Order, counsel for the Parties will use their best efforts to promptly obtain entry of a Final Order and Judgment that: (i) finds the Settlement to be fair, reasonable, and adequate; (ii) finds that the Notice given constitutes the best notice practicable; (iii) approves the Release specified in Section 6 as binding and effective as to all Settlement Class Members who have not properly excluded themselves from the Settlement Class; (iv) directs that Judgment be entered on the terms stated herein; and (v) provides that the Court will retain jurisdiction over the Parties and the Settlement Class Members to enforce the terms of the Final Order and Judgment.

7.6 No order of the Court or modification or reversal on appeal of any order of the Court concerning any award of Attorneys' Fees, Costs, and All Other Expenses to Class Counsel

or of the Class Representative Service Award will constitute grounds for cancellation or termination of this Agreement, unless the order substantially changes another material term of this Settlement.

7.7 Upon entry of the Final Order and Judgment, this Action will be dismissed, on its merits and with prejudice, with respect to Plaintiff and all Settlement Class Members who have not properly excluded themselves from the Settlement Class, and without prejudice as to anyone else, subject to the continuing jurisdiction of the Court over this Settlement.

8. SETTLEMENT ADMINISTRATION, NOTICE PLAN, OPT-OUTS, AND OBJECTIONS

8.1 **Appointment of Settlement Administrator.** The Parties have selected EisnerAmper as Settlement Administrator, subject to approval of the Court, to administer the Notice Plan.

8.2 **Duties of the Settlement Administrator.** The Settlement Administrator's duties will include sending the Class Notice to all Settlement Class Members and administering the Notice Plan; sending CAFA notice; creating, maintaining, and monitoring the Settlement Website; receiving and administering claims for reimbursement for Qualified Diagnoses and Qualified Repairs pursuant to this Agreement; receiving and reporting opt-out notices and objections; providing periodic reports; and otherwise administering the Settlement pursuant to this Agreement. Along with the motion for preliminary approval, the proposed Settlement Administrator shall file a declaration describing in detail the Notice Plan. The Settlement Administrator shall maintain sufficient staffing to perform all duties delegated to the Settlement Administrator in the Agreement and shall appoint a designated staff member to act as liaison with Class Counsel and Defense Counsel.

8.3 As a condition of its retention, the Settlement Administrator must agree that (a) it will fulfill all responsibilities and duties assigned to the Settlement Administrator under the terms

of this Agreement, and (b) the Settling Parties and their counsel, as well as the Releasees, reserve all claims and rights for any failure by the Settlement Administrator to fulfill its responsibilities and duties. In no event shall the Settling Parties or their counsel have any liability for claims of wrongful or negligent conduct on the part of the Settlement Administrator, any third- party neutrals, or their agents.

8.4 **Protection of Personal Information**. The Settlement Administrator shall:

- a) Use personal information acquired as a result of this Agreement solely for purposes of evaluating and paying claims under this Agreement; and
- b) Assign a manager to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement; and
- c) Take physical and technical security countermeasures to prevent unauthorized access to personal information, and loss, destruction, falsification, and leakage of personal information; and
- d) Maintain a crisis management plan to respond to leaks of personal or confidential information; and
- e) Maintain or obtain insurance coverage for leaks of personal or confidential information; and
- f) Maintain an audit plan to ensure proper use of personal or confidential information; and
- g) If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the

information to prevent leaks of personal or confidential information, to prohibit re-use of information for other purposes, to maintain a crisis management plan to respond to leaks of personal or confidential information, to maintain or obtain insurance coverage for leaks of personal or confidential information, and to maintain an audit plan to ensure proper use of personal or confidential information; and respond immediately with appropriate measures then necessary to disclose, correct, stop using, or eliminate contents of information; and

- h) Once all timely, valid claims have been paid, and in compliance with applicable retention law, destroy all personal information obtained in connection with this Settlement in a manner most likely to guarantee that such information is not obtained by unauthorized persons.

8.5 **Weekly Report.** As part of its duties, and until ten (10) days after the deadline for Settlement Class Members to object or opt out, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a weekly status report that tracks the requests to opt out and objections that the Settlement Administrator receives.

8.6 **Final Report.** Not later than ten (10) court days after the deadline for submission of requests to opt out, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a declaration of due diligence setting forth its compliance with its obligations under this Agreement to be filed in conjunction with a motion for final approval. The declaration shall identify those individuals who have submitted a valid and timely request to opt out. Prior to the hearing on the motion for final approval, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

8.7 **Costs of Notice.** MBUSA agrees to pay all reasonable costs for the Notice Plan and other aspects of settlement administration, as negotiated by the Parties.

8.8 **CAFA Notice.** Within ten (10) days after this Agreement is filed in Court, the Settlement Administrator will cause a notice of the proposed settlement consisting of the materials required by the Class Action Fairness Act (28 U.S.C. § 1715) (“CAFA”) to be served upon the appropriate state official in each state of the United States as well as the appropriate federal officials. Within fifteen (15) days after the Notice Date, the Settlement Administrator shall provide declarations to the Court, with a copy to Class Counsel and Defense Counsel, attesting to the measures undertaken to provide notice as directed by CAFA.

8.9 **Direct Notice to Settlement Class Members.** The Settlement Administrator shall send Court-approved notice (the “Short-Form Notice”) to all Settlement Class Members who have addresses identified through the sources specified in the Notice Plan within one hundred (100) days of the entry of the Preliminary Approval Order. The Settlement Administrator shall also provide a copy of the Short-Form Notice to any Settlement Class Member who requests the Class Notice. The QR code associated with the Short-Form Notice shall remain active, and the link associated with the QR code shall be maintained in proper working order by the Settlement Administrator, until sixty (60) days after the Effective Date.

8.10 For purposes of identifying the requisite names and addresses, within seven (7) days after entry of the Preliminary Approval Order, MBUSA shall provide to the Settlement Administrator, and the Settlement Administrator shall provide to S&P Global, which licenses state motor vehicle data through its R. L. Polk & Co. (“Polk”) or a similar third-party entity, a list of VINs for potential Subject Vehicles, and the latter shall use that information to obtain the names and most current known addresses of Subject Vehicle owners through state departments of motor

vehicles or similar agencies in California and Section 177 States. Because some states require a prior court order before vehicle owner information can be released, such information may not be available until after the Preliminary Approval Order ordering the release of such information is entered.

8.11 Prior to direct mail notice via the Short-Form Notice, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for vehicle owners.

8.12 **Returned Notices.** Unless the Settlement Administrator receives a Short-Form Notice returned from the United States Postal Service for reasons discussed below in this paragraph, the Short-Form Notice shall be deemed mailed and received by the Settlement Class Member to whom it was sent three (3) days after mailing. In the event that subsequent to the first mailing of the Short-Form Notice, the Short-Form Notice is returned to the Settlement Administrator by the United States Postal Service within twenty-eight (28) days of the original mailing of the Short-Form Notice, with a forwarding address for the recipient, the Settlement Administrator shall re-mail the Short-Form Notice to that address, and the forwarding address shall be deemed the updated address for that Settlement Class Member. In the event that subsequent to the first mailing of the Short-Form Notice, the Short-Form Notice is returned to the Settlement Administrator by the United States Postal Service within twenty-eight (28) days of the original mailing of the Short-Form Notice because the address of the recipient is no longer valid, and the name of the Settlement Class Member is known, the Settlement Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current address of the Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will promptly re-send the Short-Form Notice. If no updated address is obtained for that Settlement Class Member, the Short-Form

Notice shall be sent again to the last known address. Except as set forth in this Agreement, there shall be no further obligation to provide Notice to any person covered by the Settlement Class definition, and the parties agree that the Notice Plan provides the best practicable notice, consistent with the requirements of Rule 23, CAFA, and due process.

8.13 **Settlement Website.** As part of its duties, the Settlement Administrator shall reserve, create, maintain, and monitor a website on which the Long-Form Notice and this Agreement and any other documents agreed upon by the Parties and/or required by the Court shall be posted. The Settlement Website shall also include a link to download a copy of the Reimbursement Claim Form and will have an electronic version of the Reimbursement Claim Form online that allows claims to be submitted electronically and any required documentation to be uploaded electronically to the settlement website. Claims shall be submitted by mail or online through the electronic Reimbursement Claim Form on the Settlement Website. The Settlement Website shall also include Frequently Asked Questions (“FAQs”). The Settlement Website will be made available (“go live”) no later than the date the Short-Form Notice is mailed to Settlement Class Members as set forth in Section 8.9. The Settlement Website shall be active until all Valid Claims submitted under the claims process set forth in Section 9 have been paid. The Settlement Website shall list contact information (telephone number and email address) of the Settlement Administrator up until the time all Valid Claims have been paid.

8.14 **Long-Form Notice.** A long-form notice approved by the Court (the “Long-Form Notice”) shall be posted and available on the Settlement Website and shall include the general terms of the Settlement, opt-out rights, rights to object, and fees and expenses sought by Plaintiff and Class Counsel.

8.15 **Supplemental Notice/Social Media Notification Program.** The Settlement Administrator shall also create, maintain, monitor, and administer a social media notification program that shall provide Settlement-related information to Settlement Class Members using Google Display Network, Facebook, and Instagram, or similar media.

8.16 **Other Notice.** Nothing in this Agreement shall preclude Class Counsel from undertaking separate outreach to the Settlement Class Members, including on social media. Class Counsel shall provide Defense Counsel five (5) business days' notice before issuing any public statement about the Settlement.

8.17 **Power of the Court to Determine Validity of Opt-Out Notices and Objections.** The Court shall maintain the power to determine the validity of opt-out notices and objections.

8.18 **Request to Opt-Out.** Persons falling within the definition of the Settlement Class may exclude themselves from the Settlement by notifying the Settlement Administrator of their intent to opt out not later than forty-five (45) days after the Notice Date. Such notice must be made in writing and contain (1) the Person's name; (2) his or her current address and telephone number; (3) his or her Subject Vehicle Identification Number and the dates of ownership or lease for such Subject Vehicle; (4) a dated, handwritten signature; and (5) a written statement that such Person has reviewed the Class Notice and wishes to be excluded from the Settlement. If a question is raised about the authenticity of a request to opt out, the Settlement Administrator will have the right to demand additional proof of the individual's identity and intent. Any Person who has submitted a valid request to opt out will not participate in or be bound by the Settlement or the Final Order and Judgment and may not file an objection. Any Person falling within the definition of the Settlement Class who does not complete and submit a valid request to opt out in the manner and by the deadline specified above will automatically become a Settlement Class Member and be bound

by all terms and conditions of the Settlement and the Final Order and Judgment entered by the Court, including the release of claims set forth in Section 6.

8.19 **Objections to the Settlement.** Any Settlement Class Member who intends to object to the Settlement must do so by filing the objection with, or mailing it to, the Court not later than forty-five (45) days after the Notice Date. The objection must be in writing and include: (1) the case name and number, i.e., *Hazdovac v. Mercedes Benz USA, LLC*, Case No. 20-cv-00377-RS (N.D. Cal.); (2) the Settlement Class Member's full name, current address, and telephone number; (3) the relevant Subject Vehicle model year and Vehicle Identification Number associated with the vehicle giving rise to standing to make an objection, and the dates of ownership or leasing of said vehicle; (4) a statement that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member, and has not opted out and does not plan to opt out of the Settlement Class; (5) a complete statement of all legal and factual bases for any objection that the objector wishes to assert and whether the objection applies only to the objector, a part of the Settlement Class, or the entire Settlement Class; (6) copies of any documents the objector wishes to submit in support; (7) the name and address of the attorney(s), if any, who is representing the objecting Settlement Class Member in making the objection or who may be entitled to compensation in connection with the objection; (8) a statement of whether the Settlement Class Member objecting intends to appear at the final approval hearing for the Settlement (the "Final Approval Hearing"), either with or without counsel; (9) the identity of all counsel (if any) who will appear on behalf of the Settlement Class Member objecting at the Final Approval Hearing, and all persons (if any) who will be called to testify in support of the objection; (10) a dated, handwritten signature of the Settlement Class Member objecting, in addition to the signature of any attorney representing the Settlement Class Member objecting in connection with the objection; (11) the date

of the objection; (12) a list of all cases in which the Settlement Class Member and/or his or her counsel filed or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years (and, if the Settlement Class Member or their counsel has not made any such prior objection, the Settlement Class Member will affirmatively so state in the written materials provided with the objection). Only Settlement Class Members may object to the Settlement. A Settlement Class Member who does not submit a written objection in the manner and by the deadline specified in this section will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

8.20 The Parties may request that the Court enter an order allowing Class Counsel and/or MBUSA’s Counsel to notice such objecting person for, and take, their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make themselves available for a deposition allowed by the Court or to comply with expedited discovery requests allowed by the Court may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector’s counsel should the Court determine that the objection is frivolous or made for an improper purpose.

8.21 Any objecting Settlement Class Member who seeks a fee for their objection will do so as prescribed under Federal Rule of Civil Procedure 23(e)(5)(B).

8.22 If the objecting Settlement Class Member intends to appear, in person or by counsel, at the Final Approval Hearing, the objecting Settlement Class Member must so state in the objection. These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member’s objection

to the Settlement, in accordance with the due process rights of all Settlement Class Members. Any Settlement Class Member who does not state his or her intention to appear in accordance with the applicable deadlines and other specifications, or who has not filed an objection in accordance with the applicable deadlines and other specifications, will be deemed to have waived any objections to the Settlement, will be barred from speaking or otherwise presenting any views at the Final Approval Hearing (whether individually or through separate counsel), and will be foreclosed from seeking any review of the Agreement or the terms of the Settlement by any means, including but not limited to an appeal.

9. CLAIMS ADMINISTRATION AND CLAIMS PROCEDURE

9.1 Only Settlement Class Members shall be eligible to make a claim for reimbursement for Qualified Repairs or Qualified Diagnoses.

9.2 Any Settlement Class Member who wishes to make a reimbursement claim for Qualified Repairs must submit a completed and signed Reimbursement Claim Form attesting that s/he is a Settlement Class Member and that the information in the completed Reimbursement Claim Form is true and correct under penalty of perjury. Claims must include the information required by this Settlement and be mailed to the Settlement Administrator or submitted online through the electronic version of the Reimbursement Claim Form on the Settlement Website within the applicable Claims Period. Details regarding the Reimbursement Claim Form and submission, eligibility for reimbursement, documentation required, procedures for deficient and ineligible claims, and payment information will be available on the Settlement Website. The following items of proof must be submitted with the completed Reimbursement Claim Form:

- a) Itemized repair order or invoice or other documentation showing that the Subject Vehicle received a Qualified Repair (e.g., the repair invoice must show that a Subject Part was repaired or replaced) or Qualified Diagnosis

and the cost of the relevant repair, replacement, or diagnosis. A repair, replacement, or diagnosis shall not qualify for reimbursement if it is subject to any exclusion to the applicable HPP Warranty (e.g., a repair or replacement will not be covered in the event of odometer tampering, accident damage, etc.);

- b) Proof of the Settlement Class Member's payment for the Qualified Repair or Qualified Diagnosis (e.g., credit card statement, invoice showing zero balance, receipt showing payment, etc.);
- c) Proof of the Settlement Class Member's ownership or leasing of the Subject Vehicle at the time of the Qualified Repair or Qualified Diagnosis; and
- d) Proof of the Settlement Class Member's registration in a covered Section 177 State at the time of the claimed Qualified Repair or Qualified Diagnosis.

9.3 **Reimbursement Claims Submission Deadlines.** For a Qualified Repair or Qualified Diagnosis that occurred before the Notice Date, the Class Member must submit a Reimbursement Claim Form to the Settlement Administrator, postmarked or submitted electronically within sixty (60) days after the Notice Date. For a Qualified Repair or Qualified Diagnosis that occurred on or after the Notice Date but before the Effective Date, the Reimbursement Claim Form must be postmarked or submitted electronically within sixty (60) days after the date of the repair or diagnosis. If a Reimbursement Claim Form is not submitted within the applicable deadline described above, the corresponding Qualified Repair or Qualified Diagnosis shall not be eligible for reimbursement. Defendant shall have no obligation to process or pay, and the Settlement Administrator shall not approve, any claim postmarked or submitted electronically more than sixty (60) days after the Effective Date. No Reimbursement Claim Forms can be

submitted for repairs, replacements, or diagnoses occurring on or after the Effective Date; rather, in such circumstances, the repairs, replacements, or diagnoses for the Subject Parts, to be entitled to any coverage under this Agreement, must be completed by an Authorized Service Center under the HPP Coverage pursuant to Section 4.C. Conversely, for repairs, replacements, or diagnoses occurring before the Effective Date, filing a Reimbursement Claim Form within the prescribed deadlines shall be the only method of seeking reimbursement; the HPP Coverage pursuant to Section 4.C applies only to repairs, replacements, or diagnoses occurring on or after the Effective Date.

9.4 Claims submitted pursuant to this Settlement may be submitted, at the election of the claimant, by U.S. mail, by email, or through the Settlement Website. The mailing address and email address to which claimants may submit Claims, as well as claimants' right to submit their Claims through the Settlement Website, shall be posted prominently in each of the following locations: the Short-Form Notice, Long-Form Notice, Reimbursement Claim Form, and Settlement Website.

9.5 The Reimbursement Claim Form shall provide an option for claimants to indicate a preference for communication via regular U.S. mail instead of email. If the Settlement Administrator has an email address for a claimant and the claimant did not indicate on the Reimbursement Claim Form that he or she prefers to communicate via regular U.S. mail, the Settlement Administrator shall respond by email. In instances in which U.S. mail is used, the Settlement Administrator shall respond using the address provided on the corresponding Reimbursement Claim Form.

9.6 Upon receipt, the Settlement Administrator shall review all Reimbursement Claim Forms and associated documentation on a uniform and nonarbitrary basis. Claims meeting all

requirements of this Agreement that are supported by the appropriate documentation, as described above, and for which all required information was provided, are “Valid Claims.”

9.7 In the event the Settlement Administrator determines based on its review of a Reimbursement Claim Form and associated documentation that a claim is incomplete and does not establish that the claimant is entitled to the full amount sought (or to any amount), the Settlement Administrator will inform the Settlement Class Member, within the later of sixty (60) days after the Effective Date or sixty (60) days after receiving the Reimbursement Claim Form, via the preferred method of contact selected by that Settlement Class Member on their Reimbursement Claim Form (that is, by either U.S. mail or email), and will also inform Defendant’s counsel and Class Counsel by email (such communication, a “Deficiency Notice”). Such Deficiency Notices will inform the claimant of:

- (a) the amount, if any, that MBUSA will reimburse the claimant under this Settlement based on the documentation the claimant has submitted to date;
- (b) the basis for the Settlement Administrator’s determination that the claim is incomplete; and
- (c) the claimant’s right to attempt to cure any deficiency that led to the Settlement Administrator’s proposal to award less than full reimbursement (and the applicable time period for doing so).

9.8 A Settlement Class Member receiving such a Deficiency Notice will be allowed thirty (30) days (measured from the email date or the postmarked date of the Deficiency Notice, depending on the relevant method of contact) to either dispute the Settlement Administrator’s determination or to provide documentation and information sufficient to cure any deficiencies (such submission, a “Response to Deficiency Notice”). If the Settlement Class Member does not provide a Response to Deficiency Notice within this thirty (30) day period, then the Settlement Administrator’s original determination shall be final and shall not be appealable in any circumstance.

9.9 In the event the Settlement Administrator determines based on its review of a Reimbursement Claim Form and associated documentation that a Claim is affirmatively ineligible for reimbursement in whole or in part (e.g., if the documentation shows that the relevant repair was paid for by a third party, or that the repair or diagnosis was not of a Subject Part), the Settlement Administrator will inform the Settlement Class Member, within the later of sixty (60) days after the Effective Date or sixty (60) days after receiving the Reimbursement Claim Form, via the preferred method of contact selected by that Settlement Class Member on their Reimbursement Claim Form (that is, by either first-class mail or email), and will also inform Defendant’s counsel and Class Counsel by email. This determination shall be final and non-appealable.

9.10 For completed Reimbursement Claim Forms timely submitted before the Effective Date, the Settlement Administrator shall perform its initial review of the claim within sixty (60) days of the Effective Date; otherwise, such initial review shall be made within sixty (60) days of timely receipt of a completed Reimbursement Claim Form. If the Settlement Administrator determines as part of its initial review that the claim was incomplete or otherwise deficient and sends a Deficiency Notice pursuant to Section 9.7, then the Settlement Administrator shall have forty-five (45) days from receipt of a timely Response to Deficiency Notice from the Settlement Class Member to complete its review of that response and any additional information or documentation provided therewith and to make its final determination.

9.11 In the event the Settlement Administrator reviews a Settlement Class Member’s Response to Deficiency Notice and continues to determine that a Claim is incomplete, is ineligible for reimbursement, or is not entitled to the full amount sought, the Settlement Administrator will inform the Settlement Class Member via a “Notice of Ineligibility” sent via the preferred method of contact selected by that Settlement Class Member on their Reimbursement Claim Form (that is,

by either first-class mail or email) and will also inform Defense Counsel and Class Counsel by email. The Settlement Administrator's determination shall be final and non-appealable.

9.12 The Settlement Administrator's final determination as to any Reimbursement Claim Form after following the processes set forth herein shall not be disputed by MBUSA, Class Counsel, or the Claimant. After the Settlement Administrator's final determination on a Reimbursement Claim Form (and MBUSA's payment of the claim pursuant to Section 9.13 if the Settlement Administrator determines it is a Valid Claim), MBUSA shall have no further obligation on any claim.

9.13 Settlement Class Members may elect to receive payment of their claims via electronic payment (e.g., Venmo or PayPal) in a form agreed to by the Settling Parties, or by written check. In the event a Settlement Class Member elects to receive payment by written check, the check will be valid for 180 days from the date of issue and will be sent via first-class United States mail to the address shown on the Settlement Class Member's Reimbursement Claim Form, which check shall be mailed to each such Settlement Class Member with an approved claim within thirty (30) days of the final decision regarding the claim. If the check issued to a Settlement Class Member under the terms of this Agreement is not cashed within the 180-day period, there shall be no further obligation to make payment to such Settlement Class Member. After this 180-day period ends for payments issued, there shall be no further obligation to pay any claims or otherwise implement the settlement, except as to HPP Coverage.

9.14 No Person shall have any claim against the Parties, their respective counsel, or the Settlement Administrator arising from or related to determinations or payments made in accordance with this Settlement Agreement.

10. DISPUTE RESOLUTION

10.1 **Court's Continuing Jurisdiction.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and Plaintiff, Defendant, and their respective counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement Agreement and all orders and judgments entered in connection therewith, except that the Court shall not have authority under the Settlement Agreement to increase Defendant's payment obligations hereunder.

10.2 **Dispute Resolution Procedure.** The procedures for deciding Settlement Class Member claims for Qualified Repairs, Qualified Diagnoses, and HPP Coverage are addressed in Section 9 above. Other types of disputes regarding compliance with this Settlement Agreement shall be resolved as follows:

- a) If Plaintiff or Class Counsel, on the one hand, or Defendant, on the other hand, at any time believes the other party has materially breached this Settlement Agreement, that party shall notify the other party in writing of the alleged violation.
- b) Upon receiving notice of the alleged violation or dispute, the responding party shall have twenty (20) days to correct the alleged violation and/or respond in writing to the initiating party with the reasons why the party disputes all or part of the allegation.
- c) If the response does not address the alleged violation to the initiating party's satisfaction, Plaintiff, Class Counsel, and Defendant shall negotiate in good faith for up to twenty (20) days to resolve their differences.

- d) If Plaintiff, Class Counsel, and Defendant are unable to resolve their differences after twenty (20) days, either party may file an appropriate motion to enforce this Settlement Agreement with the Court.
- e) If, after the Effective Date, a Settlement Class Member believes that a repair, replacement, or diagnosis of a Subject Part on a Subject Vehicle performed at an Authorized Service Center was not properly covered under HPP Coverage as provided by this Agreement, the Settlement Class Member shall contact Class Counsel or MBUSA customer service in an effort to resolve the issue. Only after exhausting reasonable efforts to resolve any such issue, including the process set forth above in (a) to (d), shall such Settlement Class Member file a motion with the Court or otherwise institute proceedings asserting a breach of the Settlement.

11. TAXES

11.1 Neither Class Counsel nor Defense Counsel intends anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Settlement Class Member may be unique, and each Settlement Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this Agreement. Each Settlement Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Settlement Class Member receives pursuant to this Settlement Agreement.

11.2 No person shall have any claim against the Settling Parties, their respective counsel, or the Settlement Administrator based on the mailings, distributions, and payments made in accordance with or pursuant to this Settlement Agreement.

12. MISCELLANEOUS TERMS

12.1 **Integrated Agreement.** After this Agreement is signed and delivered by Plaintiff, Defendant, and their respective counsel, this Agreement and its exhibits will constitute the entire agreement between Plaintiff and Defendant relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made by Plaintiff and/or Defendant concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

12.2 **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to execute this Agreement on their behalf, to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. Plaintiff, Defendant, and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of this Settlement. In the event Plaintiff and Defendant are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, Plaintiff and Defendant will seek the assistance of the Court, and in all cases all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

12.3 **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived in writing by Plaintiff's or Defendant's counsel with each party's consent.

12.4 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of Plaintiff, Defendant, and the Settlement Administrator.

12.5 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to choice- or conflict-of-law provisions, or rules that would cause the application of the laws of any other jurisdiction. For purposes of this Agreement only, MBUSA expressly consents to the jurisdiction of the United States District Court for the Northern District of California and waives any claims based on lack of personal jurisdiction with respect to all matters arising out of this Agreement, including, without limitation, the certification and administration of the Settlement Class, the approval of the Settlement, and the enforcement of the Settlement and any associated orders or judgments. This consent includes claims asserted by or on behalf of all Settlement Class Members with regard to the Settlement, regardless of their state of residence.

12.6 **Cooperation in Drafting.** Plaintiff and Defendant have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any party on the basis that the party was the drafter or participated in the drafting.

12.7 **Betancourt v. MBUSA Action.** The Parties agree that this Settlement shall not limit or release any claims in *Betancourt v. Mercedes-Benz USA, LLC*, Case No. 3:22-cv-05898-VC (N.D. Cal.), except as set forth herein. Further, for the purposes of economy and judicial efficiency, the Parties agree that Matthew Hill's deposition testimony in the Litigation shall constitute the deposition testimony of MBUSA in *Betancourt* as MBUSA's "person most knowledgeable" as to how MBUSA determines if an emissions part is high-priced or not.

12.8 **Fair Settlement.** Plaintiff, Defendant, and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims against Defendant and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential.

12.9 **Third Amended Complaint.** The Parties further agree that as a precondition of the Settlement, the Third Amended Complaint will be dismissed with prejudice.

12.10 **Dismissal of the Litigation.** Upon the Effective Date of the Settlement, the Settling Parties shall stipulate to voluntarily dismiss with prejudice the Litigation pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

12.11 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.12 **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

POMERANTZ LLP
Jordan L. Lurie
Ari Y. Basser
1100 Glendon Ave., Fl. 15
Los Angeles, CA 90024

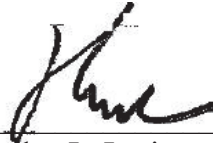
To Defendant:

WINSTON & STRAWN LLP
Troy M. Yoshino
101 California Street, Ste. 2100
San Francisco, CA 94111

12.13 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and may be delivered by facsimile or electronic scan, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement, provided that counsel for Plaintiff and Defendant will exchange between themselves original signed counterparts. Plaintiff and Defendant further agree to accept a digital image, printout, facsimile, or photocopy of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purposes of state law, California Evidence Code 1520, Federal Rule of Evidence 1002, and like statutes and regulations.

Dated: November 13, 2025

POMERANTZ LLP (for Plaintiff, Class Counsel,
and the Settlement Class)

By: 

Jordan L. Lurie
Class Counsel and Attorneys for Plaintiff

Dated: November 13, 2025

FRONTIER LAW (for Plaintiff)

By: 

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Attorneys for Plaintiff

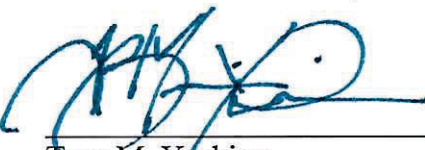
Dated: November 13, 2025

WINSTON & STRAWN LLP (for MBUSA)

By: _____
Troy M. Yoshino
Attorneys for MBUSA

Dated: NOVEMBER 12, 2025

WINSTON & STRAWN LLP (for MBUSA)

By: 

Troy M. Yoshino
Attorneys for MBUSA

Exhibit A

Reg. 177 States

State	Model Year Class Coverage Start
California	2015
Colorado	2022
Connecticut	2015
Delaware	2015
Maine	2015
Maryland	2015
Massachusetts	2015
Minnesota	2025
Nevada	2025
New Jersey	2015
New York	2015
Oregon	2015

Pennsylvania	2015
Rhode Island	2015
Vermont	2015
Virginia	2025
Washington	2015

EXHIBIT 2

POMERANTZLLP

History Pomerantz LLP is one of the most respected law firms in the United States dedicated to representing investors. The Firm was founded in 1936 by the late Abraham L. Pomerantz, widely regarded as a legal pioneer and “dean” of the plaintiffs’ securities bar, who helped secure the right of investors to bring class and derivative actions.

Leadership Today, led by Managing Partner Jeremy A. Lieberman, the Firm maintains the commitments to excellence and integrity passed down by Abe Pomerantz.

Results Pomerantz achieved a historic \$3 billion settlement for defrauded investors in 2018 as well as precedent-setting legal rulings, in *In re Petrobras Securities Litigation*. Pomerantz consistently shapes the law, winning landmark decisions that expand and protect investor rights and initiating historic corporate governance reforms.

Global Expertise The Firm has offices in Paris, France, London, the UK, and Tel Aviv, Israel. Pomerantz also partners with an extensive network of prominent law firms across the globe to assist clients, wherever they are situated, in recovering monies lost due to corporate misconduct and securities fraud. Our team of attorneys is collectively fluent in English, Arabic, Cantonese, Mandarin, French, Hebrew, Italian, Portuguese, Romanian, Russian, Spanish, and Ukrainian.

Practice Pomerantz protects, expands, and vindicates shareholder rights through our securities litigation services and portfolio monitoring service. The Firm represents some of the largest pension funds, asset managers and institutional investors around the globe, monitoring assets of over \$9 trillion. Pomerantz’s practice includes corporate governance, antitrust, and strategic consumer litigation.

Recognition Pomerantz has been a Legal 500 Tier 1 Firm since 2021. In 2020 Pomerantz was named Plaintiff Firm of the Year by Benchmark Litigation, ranked a top plaintiff firm by Chambers USA and The Legal 500, and honored with European Pensions’ Thought Leadership Award. In 2019, Jeremy Lieberman was named Plaintiff Attorney of the Year by Benchmark Litigation, and Pomerantz received Benchmark Litigation’s National Case Impact Award for *In re Petrobras Securities Litig.* In 2018, Pomerantz was a Law360 Securities Practice Group of the Year and a finalist for the *National Law Journal’s* Elite Trial Lawyers award; Jeremy Lieberman was named a Law360 Titan of the Plaintiffs’ Bar and a Benchmark Litigation Star. Among other accolades, many of our attorneys have been chosen by their peers, year after year, as Super Lawyers® Top-Rated Securities Litigation Attorneys and Rising Stars.

Pomerantz is headquartered in New York City, with offices in Chicago, Los Angeles, London, Paris, and Tel Aviv.

Securities Litigation

Significant Landmarks

***In re Petrobras Sec. Litig.*, No. 14-cv-9662 (S.D.N.Y. 2018)**

On January 3, 2018, in a significant victory for investors, Pomerantz, as sole Lead Counsel for the class, along with Lead Plaintiff Universities Superannuation Scheme Limited (“USS”), achieved a historic \$2.95 billion settlement with Petróleo Brasileiro S.A. (“Petrobras”) and its related entity, Petrobras International Finance Company, as well as certain of Petrobras’ former executives and directors. On February 2, 2018, Pomerantz and USS reached a \$50 million settlement with Petrobras’ auditors, PricewaterhouseCoopers Auditores Independentes, bringing the total recovery for Petrobras investors to \$3 billion.

This is not only the largest securities class action settlement in a decade but is the largest settlement ever in a securities class action involving a foreign issuer, the fifth-largest securities class action settlement ever achieved in the United States, the largest securities class action settlement achieved by a foreign Lead Plaintiff, and the largest securities class action settlement in history not involving a restatement of financial reports.

The class action, brought on behalf of all purchasers of common and preferred American Depositary Shares (“ADSs”) on the New York Stock Exchange, as well as purchasers of certain Petrobras debt, principally alleged that Petrobras and its senior executives engaged in a multi-year, multi-billion-dollar money-laundering and bribery scheme, which was concealed from investors.

In addition to the multi-billion-dollar recovery for defrauded investors, Pomerantz secured precedent-setting decisions when the Second Circuit Court of Appeals squarely rejected defendants’ invitation to adopt the heightened ascertainability requirement promulgated by the Third Circuit, which would have required plaintiffs to demonstrate that determining membership in a class is “administratively feasible.” The Second Circuit’s rejection of this standard is not only a victory for bondholders in securities class actions, but also for plaintiffs in consumer fraud class actions and other class actions where documentation regarding Class membership is not readily attainable. The Second Circuit also refused to adopt a requirement, urged by defendants, that all securities class action plaintiffs seeking class certification prove through direct evidence (i.e., an event study) that the prices of the relevant securities moved in a particular direction in response to new information.

***Pirnik v. Fiat Chrysler Automobiles N.V. et al.*, No. 1:15-cv-07199-JMF (S.D.N.Y)**

In August 2019, Pomerantz, as Lead Counsel, achieved final approval of a \$110 million settlement for the Class in this high-profile securities class action. Plaintiffs alleged that Fiat Chrysler concealed from investors that it improperly outfitted its diesel vehicles with “defeat device” software designed to cheat NOx emissions regulations in the U.S. and Europe, and that regulators had accused Fiat Chrysler of violating the emissions regulations. The *Fiat Chrysler* recovery provides the class of investors with as much as 20% of recoverable damages—an excellent result when compared to historical statistics in class action settlements, where typical recoveries for cases of this size are between 1.6% and 3.3%.

In addition to creating precedent-setting case law in successfully defending the various motions to dismiss the *Fiat Chrysler* litigation, Pomerantz also significantly advanced investors' ability to obtain critically important discovery from regulators that are often at the center of securities actions. During the litigation, Pomerantz sought the deposition of a former employee of the National Highway Traffic Safety Administration ("NHTSA"). The United States Department of Transportation ("USDOT"), like most federal agencies, has enacted a set of regulations—known as "Touhy regulations"—governing when its employees may be called by private parties to testify in court. On their face, USDOT's regulations apply to both "current" and "former" employees. In response to Pomerantz's request to depose a former employee of NHTSA that interacted with Fiat Chrysler, NHTSA denied the request, citing the Touhy regulation. Despite the widespread application, and assumed appropriateness, of applying these regulations to former employees throughout the case law, Pomerantz filed an action against USDOT and NHTSA, arguing that the statute pursuant to which the Touhy regulations were enacted speaks only of "employees," which should be interpreted to apply only to current employees. The court granted summary judgment in favor of Pomerantz's clients, holding that "USDOT's Touhy regulations are unlawful to the extent that they apply to former employees." This victory will greatly shift the discovery tools available, so that investor plaintiffs in securities class actions against highly regulated entities (for example, companies subject to FDA regulations) will now be able to depose former employees of the regulators that interacted with the defendants during the class period to get critical testimony concerning the company's violations and misdeeds.

Strougo v. Barclays PLC, No. 14-cv-5797 (S.D.N.Y.)

Pomerantz, as sole Lead Counsel in this high-profile securities class action, achieved a \$27 million settlement for defrauded investors in 2019. Plaintiffs alleged that defendants concealed information and misled investors regarding its management of its "LX" dark pool, a private trading platform where the size and price of the orders are not revealed to other participants. On November 6, 2017, the Second Circuit affirmed former District Court Judge Shira S. Scheindlin's February 2, 2016, Opinion and Order granting plaintiffs' motion for class certification in the case.

The Court of Appeals in *Barclays* held that direct evidence of price impact is not always necessary to demonstrate market efficiency, as required to invoke the *Basic* presumption of reliance, and was not required here. Significantly, when handing down its decision, the Second Circuit cited its own *Petrobras* decision, stating, "We have repeatedly—and recently—declined to adopt a particular test for market efficiency." *Waggoner v. Barclays PLC*, 875 F.3d 79, 94 (2d Cir. 2017).

The court held that defendants seeking to rebut the *Basic* presumption of reliance on an efficient market must do so by a preponderance of the evidence. The court further held that it would be inconsistent with *Halliburton II* to "allow . . . defendants to rebut the *Basic* presumption by simply producing *some* evidence of market inefficiency, but not demonstrating its inefficiency to the district court." *Id.* at 100. The court rejected defendants' contention that Federal Rule of Evidence 301 applies and made clear that the *Basic* presumption is a judicially created doctrine and thus the burden of persuasion properly shifts to defendants. The court thus confirmed that plaintiffs have no burden to show price impact at the class certification stage—a significant victory for investors.

In re Yahoo!, Inc. Sec. Litig., No. 17-cv-00373 (N.D. Cal.)

On September 10, 2018, Pomerantz, as Co-Lead Counsel, achieved final approval of a historic \$80 million settlement for the Class in this ground-breaking litigation. The complaint, filed in January 2017, alleged

that the internet giant intentionally misled investors about its cybersecurity practices in the wake of massive data breaches in 2013 and 2014 that compromised the personal information of all 3 billion Yahoo customers. Plaintiffs allege that Yahoo violated federal securities laws by failing to disclose the breaches, which caused a subsequent stock price dive. This represents the first significant settlement to date of a securities fraud class action filed in response to a data breach.

As part of due diligence, Pomerantz located critical evidence showing that Yahoo's management had concurrent knowledge of at least one of the data breaches. Importantly, these records showed that Yahoo's Board of Directors, including Defendant CEO Marissa Mayer, had knowledge of and received repeated updates regarding the breach. In its public filings, Yahoo denied that the CEO knew about the breach, and the CEO's knowledge was a key issue in the case.

After receiving Plaintiffs' opposition to the motion to dismiss, but before the federal District Court ruled on the motion, the case settled for \$80 million. This early and large settlement reflects the strength of the complaint's allegations.

Kaplan v. S.A.C. Capital Advisors, L.P., No. 12-cv-9350 (S.D.N.Y.)

In May 2017, Pomerantz, as Co-Lead Counsel, achieved final approval of a \$135 million recovery for the Class in this securities class action that stemmed from what has been called the most profitable insider trading scheme in U.S. history. After years of vigorous litigation, billionaire Steven A. Cohen's former hedge fund, S.A.C. Capital Advisors LP, agreed to settle the lawsuit by investors in the drug maker Elan Corp, who said they lost money because of insider trading by one of his portfolio managers.

In re BP p.l.c. Securities Litigation, MDL No. 2185 (S.D. Tex.)

Beginning in 2012, Pomerantz pursued ground-breaking individual lawsuits for institutional investors to recover losses in BP p.l.c.'s London-traded common stock and NYSE-traded American Depositary Shares (ADSs) arising from its 2010 Gulf of Mexico oil spill. Over nine years, Pomerantz briefed and argued every significant dispute on behalf of 125+ institutional plaintiffs, successfully opposed three motions to dismiss, won other contested motions, oversaw e-discovery of 1.75 million party and non-party documents, led the Individual Action Plaintiffs Steering Committee, served as sole Liaison with BP and the Court, and worked tirelessly with our clients' outside investment management firms to develop crucial case evidence.

A threshold challenge was how to litigate in U.S. court given the U.S. Supreme Court's decision in *Morrison v. National Australia Bank*, 130 S. Ct. 2869 (2010), which barred recovery for losses in foreign-traded securities under the U.S. federal securities laws. In 2013 and 2014, Pomerantz won significant victories in defeating BP's *forum non conveniens* arguments, which sought to force dismissal of the English common law claims from U.S. courts for refiling in English courts, first as regards U.S. institutions and, later, foreign institutions. Pomerantz also defeated BP's attempt to extend the U.S. federal Securities Litigation Uniform Standards Act of 1998 to reach, and dismiss, these foreign law claims in deference to non-existent remedies under the U.S. federal securities laws. These rulings paved the way for 125+ global institutional investors to pursue their claims and marked the first time, post-*Morrison*, that U.S. and foreign investors, pursuing foreign claims seeking recovery for losses in a foreign company's foreign-traded securities, did so in a U.S. court. In 2017, Pomerantz earned an important victory that expanded investor rights under English law, permitting certain BP investors to pursue a "holder claim" theory seeking to recover losses in securities held, rather than purchased anew, in

reliance on the alleged fraud—a theory barred under the U.S. federal securities laws since *Blue Chip Stamps v. Manor Drug Stores*, 421 U.S. 723 (1975). This win was significant, given the dearth of precedent from anywhere recognizing the viability of a “holder claim” under any non-U.S. law and holding that a given plaintiff alleged facts sufficiently evidencing reliance and documenting the resulting retention of an identifiable amount of shares on a date certain.

In Q1 2021, Pomerantz secured confidential, favorable monetary settlements from BP for our nearly three dozen clients, including public and private pension funds, money management firms, partnerships, and investment trusts from the U.S., Canada, the U.K., France, the Netherlands, and Australia.

In re Comverse Technology, Inc. Sec. Litig., No. 06-CV-1825 (E.D.N.Y.)

In June 2010, Judge Nicholas G. Garaufis of the U.S. District Court for the Eastern District of New York granted final approval of a \$225 million settlement proposed by Pomerantz and Lead Plaintiff the Menora Group, with Comverse Technology and certain of Comverse’s former officers and directors, after four years of highly contested litigation. The *Comverse* settlement is one of the largest securities class action settlements reached since the passage of the Private Securities Litigation Reform Act (“PSLRA”).¹ It is the second-largest recovery in a securities litigation involving the backdating of options, as well as one of the largest recoveries—\$60 million—from an individual officer-defendant, Comverse’s founder and former CEO, Kobi Alexander.

Other Significant Settlements

Even before the enactment of the PSLRA, Pomerantz represented state agencies in securities class actions, including the Treasurer of the Commonwealth of Pennsylvania (recovered \$100 million) against a major investment bank. *In re Salomon Brothers Treasury Litig.*, No. 91-cv-5471 (S.D.N.Y.).

Pomerantz recovered \$50 million for the Treasurer of the State of New Jersey and several New Jersey pension funds in an individual action. This was a substantially higher recovery than what our clients would have obtained had they remained in a related federal class action. *Treasurer of State of New Jersey v. AOL Time Warner, Inc.* (N.J. Super. Ct. Law Div., Mercer Cty.).

Pomerantz has litigated numerous cases for the Louisiana School Employees’ Retirement System. For example, as Lead Counsel, Pomerantz recovered \$74.75 million in a securities fraud class action against Citigroup, its CEO Sanford Weill, and its now infamous telecommunications analyst Jack Grubman. *In re Salomon Analyst AT&T Litig.*, No. 02-cv-6801 (S.D.N.Y.) Also, the Firm played a major role in a complex antitrust and securities class action which settled for over \$1 billion. *In re NASDAQ Market-Makers Antitrust Litig.*, MDL No. 1023 (S.D.N.Y.). Pomerantz was a member of the Executive Committee in *In re Transkaryotic Therapies, Inc. Securities Litigation*, C.A. No. 03-10165 (D. Mass.), helping to win a \$50 million settlement for the class.

In 2008, together with Co-Counsel, Pomerantz identified a substantial opportunity for recovery of losses in Countrywide mortgage-backed securities (“MBS”) for three large New Mexico funds (New Mexico State Investment Council, New Mexico Public Employees’ Retirement Association, and New Mexico Educational Retirement Board), which had been overlooked by all of the firms then in their securities

¹ Institutional Shareholder Services, *SCAS Top 100 Settlements Quarterly Report* (Sept. 30, 2010).

litigation pool. We then filed the first non-class lawsuit by a public institution with respect to Countrywide MBS. *See N.M. State Inv. Council v. Countrywide Fin. Corp.*, No. D-0101-CV-2008-02289 (N.M. 1st Dist. Ct.). In Fall 2010, we negotiated for our clients an extremely favorable but confidential settlement.

Over its long history, Pomerantz has achieved significant settlements in numerous cases, a sampling of which is listed below:

- *In re Petrobras Sec. Litig.*, No. 14-cv-9662 (S.D.N.Y. 2018)
\$3 billion settlement of securities class action in which Pomerantz was Lead Counsel.
- *Pirnik v. Fiat Chrysler Automobiles N.V. et al.*, No. 1:15-cv-07199-JMF (S.D.N.Y.)
\$110 million settlement of securities class action in which Pomerantz was Lead Counsel
- *In re Yahoo!, Inc. Sec. Litig.*, No. 17-cv-00373 (N.D. Cal. 2018)
\$80 million settlement of securities class action in which Pomerantz was Co-Lead Counsel
- *In re Libor Based Financial Instruments Antitrust Litig.*, 1:11-md-2262
\$31 million partial settlement with three defendants in this multi-district litigation in which Pomerantz represents the Berkshire Bank and the Government Development Bank for Puerto Rico
- *Kaplan v. S.A.C. Capital Advisors, L.P.*, No. 12-cv-9350 (S.D.N.Y. 2017)
\$135 million settlement of class action in which Pomerantz was Co-Lead Counsel.
- *In re Groupon, Inc. Sec. Litig.*, No. 12-cv-02450 (N.D. Ill. 2015)
\$45 million settlement of class action in which Pomerantz was sole Lead Counsel.
- *In re Elan Corp. Sec. Litig.*, No. 05-cv-2860 (S.D.N.Y. 2005)
\$75 million settlement in class action arising out of alleged accounting manipulations.
- *In re Safety-Kleen Corp. Stockholders Litig.*, No. 00-cv-736-17 (D.S.C. 2004)
\$54.5 million in total settlements in class action alleging accounting manipulations by corporate officials and auditors; last settlement reached on eve of trial.
- *Duckworth v. Country Life Ins. Co.*, No. 1998-CH-01046 (Ill. Cir. Ct., Cook Cty. 2000)
\$45 million recovery.
- *Snyder v. Nationwide Ins. Co.*, No. 97/0633 (N.Y. Sup. Ct. Onondaga Cty. 1998)
Settlement valued at \$100 million in derivative case arising from injuries to consumers purchasing life insurance policies.
- *In re National Health Lab., Inc. Sec. Litig.*, No. CV 92-1949 (S.D. Cal. 1995)
\$64 million recovery.
- *In re First Executive Corp. Sec. Litig.*, No. 89-cv-07135 (C.D. Cal. 1994)
\$102 million recovery for the class, exposing a massive securities fraud arising out of the Michael Milken debacle.
- *In re Boardwalk Marketplace Sec. Litig.*, MDL No. 712 (D. Conn. 1994)
Over \$66 million benefit in securities fraud action.
- *In re Telerate, Inc. S'holders Litig.*, C.A. No. 1115 (Del. Ch. 1989)
\$95 million benefit in case alleging violation of fiduciary duty under state law.

Pomerantz has also obtained stellar results for private institutions and Taft-Hartley funds. Below are a few examples:

- *In re Charter Commc'ns, Inc. Sec. Litig.*, No. 02-cv-1186 (E.D. Mo. 2005) (sole Lead Counsel for Lead Plaintiff StoneRidge Investment Partners LLC); \$146.25 million class settlement, where Charter also agreed to enact substantive improvements in corporate governance.

- *In re Am. Italian Pasta Sec. Litig.*, No. 05-cv-865 (W.D. Mo. 2008) (sole Lead Counsel for Lead Plaintiff Ironworkers Locals 40, 361 and 417; \$28.5 million aggregate settlements).
- *Richardson v. Gray*, No. 116880/1995 (N.Y. Sup. Ct. N.Y. Cty. 1999); and *In re Summit Metals*, No. 98-2870 (Bankr. D. Del. 2004) (two derivative actions where the Firm represented C.C. Partners Ltd. and obtained judgment of contempt against controlling shareholder for having made “extraordinary” payments to himself in violation of a preliminary injunction; persuaded the court to jail him for two years upon his refusal to pay; and, in a related action, won a \$43 million judgment after trial and obtained turnover of stock of two companies).

Shaping the Law

Not only has Pomerantz established a long track record of obtaining substantial monetary recoveries for our clients; whenever appropriate, we also pursue corporate governance reforms on their behalf. In *In re Chesapeake Shareholders Derivative Litigation*, No. CJ-2009-3983 (Okla. Dist. Ct., Okla. Cty. 2011), for example, the Firm served as Co-Lead Counsel, representing a public pension client in a derivative case arising from an excessive compensation package granted to Chesapeake’s CEO and founder. This was a derivative action, not a class action. Yet it is illustrative of the results that can be obtained by an institutional investor in the corporate governance arena. There we obtained a settlement which called for the repayment of \$12.1 million and other consideration by the CEO. The Wall Street Journal (Nov. 3, 2011) characterized the settlement as “a rare concession for the 52-year-old executive, who has run the company largely by his own rules since he co-founded it in 1989.” The settlement also included comprehensive corporate governance reforms.

The Firm has won many landmark decisions that have enhanced shareholders’ rights and improved corporate governance. These include decisions that established that:

- defendants seeking to rebut the *Basic* presumption of reliance on an efficient market must do so by a preponderance of the evidence. *Waggoner v. Barclays PLC*, 875 F.3d 79 (2d Cir. 2017) (*Strougo v. Barclays PLC*, in the court below);
- plaintiffs have no burden to show price impact at the class certification stage. *Waggoner v. Barclays PLC*, 875 F.3d 79 (2d Cir. 2017) (*Strougo v. Barclays PLC*, in the court below);
- the ascertainability doctrine requires only that a class be defined using objective criteria that establish a membership with definite boundaries. *Universities Superannuation Scheme Ltd. v. Petróleo Brasileiro S.A. Petrobras*, 862 F.3d 250 (2d Cir. 2017);
- companies cannot adopt bylaws to regulate the rights of former stockholders. *Strougo v. Hollander*, C.A. No. 9770-CB (Del. Ch. 2015);
- a temporary rise in share price above its purchase price in the aftermath of a corrective disclosure does not eviscerate an investor’s claim for damages. *Acticon AG v. China Ne. Petroleum Holdings Ltd.*, 692 F.3d 34 (2d Cir. 2012);
- an MBS holder may bring claims if the MBS price declines even if all payments of principal and interest have been made. Transcript of Proceedings, *N.M. State Inv. Council v. Countrywide Fin. Corp.*, No. D-0101-CV-2008-02289 (N.M. 1st Dist. Ct. Mar. 25, 2009);
- when a court selects a Lead Plaintiff under the Private Securities Litigation Reform Act (“PSLRA”), the standard for calculating the “largest financial interest” must take into account sales as well as purchases. *In re Comverse Tech., Inc. Sec. Litig.*, No. 06-cv-1825, 2007 U.S. Dist. LEXIS 14878 (E.D.N.Y. Mar. 2, 2007);

- a managing underwriter can owe fiduciary duties of loyalty and care to an issuer in connection with a public offering of the issuer stock, even in the absence of any contractual agreement. Professor John C. Coffee, a renowned Columbia University securities law professor, commenting on the ruling, stated: “It’s going to change the practice of all underwriting.” *EBC I, Inc. v. Goldman Sachs & Co.*, 5 N.Y. 3d 11 (2005);
- purchasers of options have standing to sue under federal securities laws. *In re Green Tree Fin. Corp. Options Litig.*, No. 97-2679, 2002 U.S. Dist. LEXIS 13986 (D. Minn. July 29, 2002);
- shareholders have a right to a jury trial in derivative actions. *Ross v. Bernhard*, 396 U.S. 531 (1970);
- a company may have the obligation to disclose to shareholders its Board’s consideration of important corporate transactions, such as the possibility of a spin-off, even before any final decision has been made. *Kronfeld v. Trans World Airlines, Inc.*, 832 F.2d 726 (2d Cir. 1987);
- specific standards for assessing whether mutual fund advisors breach fiduciary duties by charging excessive fees. *Gartenberg v. Merrill Lynch Asset Mgmt., Inc.*, 740 F.2d 190 (2d Cir. 1984);
- investment advisors to mutual funds are fiduciaries who cannot sell their trustee positions for a profit. *Rosenfeld v. Black*, 445 F.2d 1337 (2d Cir. 1971); and
- management directors of mutual funds have a duty to make full disclosure to outside directors “in every area where there was even a possible conflict of interest.” *Moses v. Burgin*, 445 F.2d 369 (1st Cir. 1971).

Comments from the Courts

Throughout its history, courts time and again have acknowledged the Firm’s ability to vigorously pursue and successfully litigate actions on behalf of investors.

U.S. District Judge Noel L. Hillman, in approving the *In re Toronto-Dominion Bank Securities Litigation* settlement in October 2019, stated:

I commend counsel on both sides for their hard work, their very comprehensive and thoughtful submissions during the motion practice aspect of this case . . . It’s clear to me that this was comprehensive, extensive, thoughtful, meaningful litigation leading up to the settlement . . . This settlement appears to have been obtained through the hard work of the Pomerantz firm . . . It was through their efforts and not piggybacking on any other work that resulted in this settlement.

In approving the settlement in *Strougo v. Barclays PLC* in June 2019, Judge Victor Marrero of the Southern District of New York wrote:

Let me thank counsel on both sides for the extraordinary work both sides did in bringing this matter to a reasonable conclusion. As the parties have indicated, the matter was intensely litigated, but it was done in the most extraordinary fashion with cooperation, collaboration, and high levels of professionalism on both sides, so I thank you.

In approving the \$3 billion settlement in *In re Petrobras Securities Litigation* in June 2018, Judge Jed S. Rakoff of the Southern District of New York wrote:

[T]he Court finds that Class Counsel's performance was in many respects exceptional, with the result that, as noted, the class is poised to enjoy a substantially larger per share recovery [65%] than the recovery enjoyed by numerous large and sophisticated plaintiffs who separately settled their claims.

At the hearing for preliminary approval of the settlement in *In re Petrobras Securities Litigation* in February 2018, Judge Rakoff stated:

[T]he lawyers in this case [are] some of the best lawyers in the United States, if not in the world.

Two years earlier, in certifying two Classes in *In re Petrobras Securities Litigation* in February 2016, Judge Rakoff wrote:

[O]n the basis not only of USS's counsel's prior experience but also the Court's observation of its advocacy over the many months since it was appointed Lead Counsel, the Court concludes that Pomerantz, the proposed class counsel, is "qualified, experienced and able to conduct the litigation." . . . [T]he Pomerantz firm has both the skill and resources to represent the Classes adequately.

In approving the settlement in *Thorpe v. Walter Investment Management Corp.*, No. 14-cv-20880, 2016 U.S. Dist. LEXIS 144133 (S.D. Fla. Oct. 14, 2016) Judge Ursula Ungaro wrote:

Class Counsel has developed a reputation for zealous advocacy in securities class actions . . . The settlement amount of \$24 million is an outstanding result.

At the May 2015 hearing wherein the court approved the settlement in *Courtney v. Avid Technology, Inc.*, No. 13-cv-10686 (D. Mass. May 12, 2015), following oral argument by Jeremy A. Lieberman, Judge William G. Young stated:

This has been very well litigated. It is always a privilege. I don't just say that as a matter of form. And I thank you for the vigorous litigation that I've been permitted to be a part of. [Tr. at 8-9.]

At the January 2012 hearing wherein the court approved the settlement in *In re Chesapeake Energy Corp. Shareholder Derivative Litigation*, No. CJ-2009-3983 (Okla. Dist. Ct., Okla. Cty. Jan. 30, 2012), following oral argument by Marc I. Gross, Judge Daniel L. Owens stated:

Counsel, it's a pleasure, and I mean this and rarely say it. I think I've said it two times in 25 years. It is an extreme pleasure to deal with counsel of such caliber. [Tr. at 48.]

In approving the \$225 million settlement in *In re Comverse Technology, Inc. Securities Litigation*, No. 06-CV-1825 (E.D.N.Y.) in June 2010, Judge Nicholas G. Garaufis stated:

As outlined above, the recovery in this case is one of the highest ever achieved in this type of securities action . . . The court also notes that, throughout this litigation, it has been impressed by Lead Counsel's acumen and diligence. The briefing has been

thorough, clear, and convincing, and . . . Lead Counsel has not taken short cuts or relaxed its efforts at any stage of the litigation.

In approving a \$146.25 million settlement in *In re Charter Communications Securities Litigation*, No. 02-CV-1186, 2005 U.S. Dist. LEXIS 14772 (E.D. Mo. June 30, 2005), in which Pomerantz served as sole Lead Counsel, Judge Charles A. Shaw praised the Firm's efforts, citing "the vigor with which Lead Counsel . . . investigated claims, briefed the motions to dismiss, and negotiated the settlement." He further stated:

This Court believes Lead Plaintiff achieved an excellent result in a complex action, where the risk of obtaining a significantly smaller recovery, if any, was substantial.

In approving a \$24 million settlement in *In re Force Protection, Inc.*, No. 08 CV 845 (D.S.C. 2011), Judge C. Weston Houk described the Firm as "attorneys of great ability and great reputation" and commended the Firm for having "done an excellent job."

In certifying a class in a securities fraud action against analysts in *DeMarco v. Robertson Stephens, Inc.*, 228 F.R.D. 468 (S.D.N.Y. 2005), Judge Gerard D. Lynch stated that Pomerantz had "ably and zealously represented the interests of the class."

Numerous courts have made similar comments:

- Appointing Pomerantz Lead Counsel in *American Italian Pasta Co. Securities Litigation*, No 05-CV-0725 (W.D. Mo.), a class action that involved a massive fraud and restatements spanning several years, the District Court observed that the Firm "has significant experience (and has been extremely effective) litigating securities class actions, employs highly qualified attorneys, and possesses ample resources to effectively manage the class litigation and protect the class's interests."
- In approving the settlement in *In re Wiring Devices Antitrust Litigation*, MDL No. 331 (E.D.N.Y. Sept. 9, 1980), Chief Judge Jack B. Weinstein stated that "Counsel for the plaintiffs I think did an excellent job . . . They are outstanding and skillful. The litigation was and is extremely complex. They assumed a great deal of responsibility. They recovered a very large amount given the possibility of no recovery here which was in my opinion substantial."
- In *Snyder v. Nationwide Insurance Co.*, No. 97/0633, (N.Y. Supreme Court, Onondaga Cty.), a case where Pomerantz served as Co-Lead Counsel, Judge Tormey stated, "It was a pleasure to work with you. This is a good result. You've got some great attorneys working on it."
- In *Steinberg v. Nationwide Mutual Insurance Co.* (E.D.N.Y. 2004), Judge Spatt, granting class certification and appointing the Firm as class counsel, observed: "The Pomerantz firm has a strong reputation as class counsel and has demonstrated its competence to serve as class counsel in this motion for class certification." (224 F.R.D. 67, 766.)
- In *Mercury Savings & Loan*, No. 90-cv-00087 LHM (C.D. Cal. 1993), Judge McLaughlin commended the Firm for the "absolutely extraordinary job in this litigation."
- In *Boardwalk Marketplace Securities Litigation*, MDL No. 712 (D. Conn.), Judge Eginton described the Firm's services as "exemplary," praised it for its "usual fine job of lawyering . . . [in] an extremely complex matter," and concluded that the case was "very well-handled and managed." (Tr. at 6, 5/20/92; Tr. at 10, 10/10/92.)

- In *Nodar v. Weksel*, No. 84 Civ. 3870 (S.D.N.Y.), Judge Broderick acknowledged “that the services rendered [by Pomerantz] were excellent services from the point of view of the class represented, [and] the result was an excellent result.” (Tr. at 21-22, 12/27/90.)
- In *Klein v. A.G. Becker Paribas, Inc.*, No. 83 Civ. 6456 (S.D.N.Y.), Judge Goettel complimented the Firm for providing “excellent . . . absolutely top-drawer representation for the class, particularly in light of the vigorous defense offered by the defense firm.” (Tr. at 22, 3/6/87.)
- In *Digital Securities Litigation*, No. 83-3255 (D. Mass.), Judge Young lauded the Firm for its “[v]ery fine lawyering.” (Tr. at 13, 9/18/86.)
- In *Shelter Realty Corp. v. Allied Maintenance Corp.*, 75 F.R.D. 34, 40 (S.D.N.Y. 1977), Judge Frankel, referring to Pomerantz, said: “Their experience in handling class actions of this nature is known to the court and certainly puts to rest any doubt that the absent class members will receive the quality of representation to which they are entitled.”
- In *Rauch v. Bilzerian*, No. 88 Civ. 15624 (N.J. Sup. Ct.), the court, after trial, referred to Pomerantz partners as “exceptionally competent counsel,” and as having provided “top drawer, topflight [representation], certainly as good as I’ve seen in my stay on this court.”

Corporate Governance Litigation

Pomerantz is committed to ensuring that companies adhere to responsible business practices and practice good corporate citizenship. We strongly support policies and procedures designed to give shareholders the ability to oversee the activities of a corporation. We vigorously pursue corporate governance reform, particularly in the area of excess compensation, where it can address the growing disparity between the salaries of executives and the workers of major corporations. We have successfully utilized litigation to bring about corporate governance reform in numerous cases, and always consider whether such reforms are appropriate before any case is settled.

Pomerantz’s Corporate Governance Practice Group, led by Partner Gustavo F. Bruckner, enforces shareholder rights and prosecutes actions challenging corporate transactions that arise from an unfair process or result in an unfair price for shareholders.

In September 2017, New Jersey Superior Court Judge Julio Mendez, of Cape May County Chancery Division, approved Pomerantz’s settlement in a litigation against Ocean Shore Holding Co. The settlement provided non-pecuniary benefits for a non-opt out class. In so doing, Judge Mendez became the first New Jersey state court judge to formally adopt the Third Circuit’s nine-part *Girsh* factors, *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975). There has never before been a published New Jersey state court opinion setting out the factors a court must consider in evaluating whether a class action settlement should be determined to be fair and adequate. After conducting an analysis of each of the nine *Girsh* factors and holding that “class actions settlements involving non-monetary benefits to the class are subject to more exacting scrutiny,” Judge Mendez held that the proposed settlement provided a material benefit to the shareholders.

In February 2018, the Maryland Circuit Court, Montgomery County, approved a \$17.5 million settlement that plaintiffs achieved as additional consideration on behalf of a class of shareholders of American Capital, Ltd. *In re Am. Capital, Ltd. S’holder Litig.*, C.A. No. 422598-V (2018). The settlement resolved Plaintiffs’ claims regarding a forced sale of American Capital.

Pomerantz filed an action challenging the sale of American Capital, a Delaware corporation with its headquarters in Maryland. Among other things, American Capital's board of directors (the "Board") agreed to sell the company at a price below what two other bidders were willing to offer. Worse, the merger price was even below the amount that shareholders would have received in the company's planned phased liquidation, which the company was considering under pressure from Elliott Management, an activist hedge fund and holder of approximate 15% of American Capital stock. Elliott was not originally named as a defendant, but after initial discovery showed the extent of its involvement in the Board's breaches of fiduciary duty, Elliott was added as a defendant in an amended complaint under the theory that Elliott exercised actual control over the Board's decision-making. Elliott moved to dismiss on jurisdictional grounds and additionally challenged its alleged status as a controller of American Capital. In June 2017, minutes before the hearing on defendants' motion to dismiss, a partial settlement was entered into with the members of the Board for \$11.5 million. The motion to dismiss hearing proceeded despite the partial settlement, but only as to Elliott. In July 2017, the court denied the motion to dismiss, finding that Elliott, "by virtue solely of its own conduct, . . . has easily satisfied the transacting business prong of the Maryland long arm statute." The court also found that the "amended complaint in this case sufficiently pleads that Elliott was a controller with respect to" the sale, thus implicating a higher standard of review. Elliott subsequently settled the remaining claims for an additional \$6 million. Pomerantz served as Co-Lead Counsel.

In May 2017, the Circuit Court of the State of Oregon approved the settlement achieved by Pomerantz and co-counsel of a derivative action brought by two shareholders of Lithia Motors, Inc. The lawsuit alleged breach of fiduciary duties by the board of directors in approving, without any meaningful review, the Transition Agreement between Lithia Motors and Sidney DeBoer, its founder, controlling shareholder, CEO, and Chairman, who was stepping down as CEO. DeBoer and his son, the current CEO, Bryan DeBoer, negotiated virtually all the material terms of the Agreement, by which the company agreed to pay the senior DeBoer \$1,060,000 and a \$42,000 car allowance annually for the rest of his life, plus other benefits, in addition to the \$200,000 per year that he would receive for continuing to serve as Chairman.

The *Lithia* settlement extracted corporate governance therapeutics that provide substantial benefits to Lithia and its shareholders and redress the wrongdoing alleged by plaintiffs. The board will now be required to have at least five independent directors—as defined under the New York Stock Exchange rules—by 2020; a number of other new protocols will be in place to prevent self-dealing by board members. Further, the settlement calls for the Transition Agreement to be reviewed by an independent auditor who will determine whether the annual payments of \$1,060,000 for life to Sidney DeBoer are reasonable. Lithia has agreed to accept whatever decision the auditor makes.

In January 2017, the Group received approval of the Delaware Chancery Court for a \$5.6 million settlement it achieved on behalf of a class of shareholders of Physicians Formula Holdings, Inc. over an ignored merger offer in 2012. *In re Physicians Formula Holdings, Inc.*, C.A. No. 7794-VCL (Del. Ch.).

The Group obtained a landmark ruling in *Strougo v. Hollander*, C.A. No. 9770-CB (Del. Ch.), that fee-shifting bylaws adopted after a challenged transaction do not apply to shareholders affected by the transaction. They were also able to obtain a 25% price increase for members of the class cashed out in the going private transaction.

In *Miller v. Bolduc*, No. SUCV 2015-00807 (Mass. Super. Ct.), the Group caused Implant Sciences to hold its first shareholder annual meeting in five years and put an important compensation grant up for a shareholder vote.

In *Smollar v. Potarazu*, C.A. No. 10287-VCN (Del. Ch.), the Group pursued a derivative action to bring about the appointment of two independent members to the board of directors, retention of an independent auditor, dissemination of financials to shareholders and the holding of first ever in-person annual meeting, among other corporate therapeutics.

In *Hallandale Beach Police Officers & Firefighters' Personnel Retirement Fund vs. Lululemon athletica, Inc.*, C.A. No. 8522-VCP (Del. Ch.), in an issue of first impression in Delaware, the Chancery Court ordered the production of the chairman's 10b5-1 stock trading plan. The court found that a stock trading plan established by the company's chairman, pursuant to which a broker, rather than the chairman himself, would liquidate a portion of the chairman's stock in the company, did not preclude potential liability for insider trading.

In *Strougo v. North State Bancorp*, No. 15 CVS 14696 (N.C. Super. Ct.), the Group caused the Merger Agreement to be amended to provide a "majority of the minority" provision for the holders of North State Bancorp's common stock in connection with the shareholder vote on the merger. As a result of the Action, common shareholders could stop the merger if they did not wish it to go forward.

Pomerantz's commitment to advancing sound corporate governance principles is further demonstrated by the more than 26 years that we have co-sponsored the Abraham L. Pomerantz Lecture Series with Brooklyn Law School. These lectures focus on critical and emerging issues concerning shareholder rights and corporate governance and bring together top academics and litigators.

Our bi-monthly newsletter, *The Pomerantz Monitor*, provides institutional investors updates and insights on current issues in corporate governance.

Strategic Consumer Litigation

Pomerantz's Strategic Consumer Litigation practice group, led by Partner Jordan Lurie, represents consumers in actions that seek to recover monetary and injunctive relief on behalf of class members while also advocating for important consumer rights. The attorneys in this group have successfully prosecuted claims involving California's Unfair Competition Law, California's Consumers Legal Remedies Act, the Song Beverly Consumer Warranty Act and the Song Beverly Credit Card Act. They have resolved data breach privacy cases and cases involving unlawful recording, illegal background checks, unfair business practices, misleading advertising, and other consumer finance related actions. All of these actions also have resulted in significant changes to defendants' business practices.

Pomerantz currently represents consumers in a nationwide class action against Facebook for mistargeting ads. Plaintiff alleges that Facebook programmatically displays a material percentage of ads to users outside the defined target market and displays ads to "serial Likers" outside the defined target audience in order to boost Facebook's revenue. *IntegrityMessageBoards.com v. Facebook, Inc.* (N.D. Cal.) Case No. 4:18-cv-05286 PJH.

Pomerantz has pioneered litigation to establish claims for public injunctive relief under California's unfair business practices statute. For example, Pomerantz has filed cases seeking to prevent major auto manufacturers from unauthorized access to, and use of, drivers' vehicle data without compensation, and seeking to require the auto companies to share diagnostic data extracted from drivers' vehicles. The Strategic Consumer Litigation practice group is also prosecuting class cases against auto manufacturers for failing to properly identify high-priced parts that must be covered in California under extended emissions warranties.

Other consumer matters handled by Pomerantz's Strategic Consumer Litigation practice group include actions involving cryptocurrency, medical billing, price fixing, and false advertising of various consumer products and services.

Antitrust Litigation

Pomerantz has earned a reputation for prosecuting complex antitrust and consumer class actions with vigor, innovation, and success. Pomerantz's Antitrust and Consumer Group has recovered billions of dollars for the Firm's business and individual clients and the classes that they represent. Time and again, Pomerantz has protected our free-market system from anticompetitive conduct such as price fixing, monopolization, exclusive territorial division, pernicious pharmaceutical conduct, and false advertising. Pomerantz's advocacy has spanned across diverse product markets, exhibiting the Antitrust and Consumer Group's versatility to prosecute class actions on any terrain.

Pomerantz has served and is currently serving in leadership or Co-Leadership roles in several high-profile multi-district litigation class actions. In December 2018, the Firm achieved a \$31 billion partial settlement with three defendants on behalf of a class of U.S. lending institutions that originated, purchased or held loans paying interest rates tied to the U.S. Dollar London Interbank Offered Rate (USD LIBOR). It is alleged that the class suffered damages as a result of collusive manipulation by the LIBOR contributor panel banks that artificially suppressed the USD LIBOR rate during the class period, causing the class members to receive lower interest payments than they would have otherwise received. *In re Libor Based Financial Instruments Antitrust Litig.*, 1:11-md-2262.

Pomerantz represented baseball and hockey fans in a game-changing antitrust class action against Major League Baseball and the National Hockey League, challenging the exclusive territorial division of live television broadcasts, internet streaming, and the resulting geographic blackouts. *See Laumann v. NHL and Garber v. MLB* (S.D.N.Y. 2012).

Pomerantz has spearheaded the effort to challenge harmful anticompetitive conduct by pharmaceutical companies—including Pay-for-Delay Agreements—that artificially inflates the price of prescription drugs by keeping generic versions off the market.

Even prior to the 2013 precedential U.S. Supreme Court decision in *Actavis*, Pomerantz litigated and successfully settled the following generic-drug-delay cases:

- *In re Flonase Antitrust Litig.* (E.D. Pa. 2008) (\$35 million);
- *In re Toprol XL Antitrust Litig.* (D. Del. 2006) (\$11 million); and
- *In re Wellbutrin SR Antitrust Litig.* (E.D. Pa. 2004) (\$21.5 million).

Other exemplary victories include Pomerantz's prominent role in *In re NASDAQ Market-Makers Antitrust Litigation* (S.D.N.Y.), which resulted in a settlement in excess of \$1 billion for class members, one of the largest antitrust settlements in history. Pomerantz also played prominent roles in *In re Sorbates Direct Purchaser Antitrust Litigation* (N.D. Cal.), which resulted in over an \$82 million recovery, and in *In re Methionine Antitrust Litigation* (N.D. Cal.), which resulted in a \$107 million recovery. These cases illustrate the resources, expertise, and commitment that Pomerantz's Antitrust Group devotes to prosecuting some of the most egregious anticompetitive conduct.

A Global Advocate for Asset Managers and Public and Taft-Hartley Pension Funds

Pomerantz represents some of the largest pension funds, asset managers, and institutional investors around the globe, monitoring assets of over \$9 trillion, and growing. Utilizing cutting-edge legal strategies and the latest proprietary techniques, Pomerantz protects, expands, and vindicates shareholder rights through our securities litigation services and portfolio monitoring program.

Pomerantz partners routinely advise foreign and domestic institutional investors on how best to evaluate losses to their investment portfolios attributable to financial misconduct and how best to maximize their potential recoveries worldwide. In particular, Pomerantz Partners, Jeremy Lieberman, Jennifer Pafiti, and Marc Gross regularly travel throughout the U.S. and across the globe to meet with clients on these issues and are frequent speakers at investor conferences and educational forums in North America, Europe, and the Middle East.

Pomerantz was honored by European Pensions with its 2020 Thought Leadership award in recognition of significant contributions the Firm has made in the European pension environment.

Institutional Investor Services

Pomerantz offers a variety of services to institutional investors. Through the Firm's proprietary system, PomTrack[®], Pomerantz monitors client portfolios to identify and evaluate potential and pending securities fraud, ERISA and derivative claims, and class action settlements. Monthly customized PomTrack[®] reports are included with the service. PomTrack[®] currently monitors assets of nearly \$9 trillion for some of the most influential institutional investors worldwide.

When a potential securities claim impacting a client is identified, Pomerantz offers to analyze the case's merits and provide a written analysis and recommendation. If litigation is warranted, a team of Pomerantz attorneys will provide efficient and effective legal representation. The experience and expertise of our attorneys—which have consistently been acknowledged by the courts—allow Pomerantz to vigorously pursue the claims of investors, taking complex cases to trial when warranted.

Pomerantz is committed to ensuring that companies adhere to responsible business practices and practice good corporate citizenship. The Firm strongly support policies and procedures designed to give shareholders the ability to oversee the activities of a corporation. Pomerantz has successfully utilized

litigation to bring about corporate governance reform, and always considers whether such reforms are appropriate before any case is settled.

Pomerantz provides clients with insightful and timely commentary on matters essential to effective fund management in our bi-monthly newsletter, *The Pomerantz Monitor* and regularly sponsors conferences and roundtable events around the globe with speakers who are experts in securities litigation and corporate governance matters.

Attorneys

Partners

Jeremy A. Lieberman

Jeremy A. Lieberman is Pomerantz's Managing Partner. He became associated with the Firm in August 2004 and was elevated to Partner in January 2010. The Legal 500, in honoring Jeremy as a Leading Lawyer and Pomerantz as a 2021 and 2022 Tier 1 Plaintiffs Securities Law Firm, stated that "Jeremy Lieberman is super impressive—a formidable adversary for any defense firm." Among the client testimonials posted on The Legal 500's website: "Jeremy Lieberman led the case for us with remarkable and unrelenting energy and aggression. He made a number of excellent strategic decisions which boosted our recovery." Lawdragon has named Jeremy among the Leading 500 Plaintiff Financial Lawyers in the United States each year from 2019 to 2024. Super Lawyers® named him among the Top 100 Lawyers in the New York Metro area in 2021. In 2020, Jeremy won a Distinguished Leader award from the *New York Law Journal*. He was honored as Benchmark Litigation's 2019 Plaintiff Attorney of the Year. In 2018, Jeremy was honored as a Titan of the Plaintiffs Bar by Law360 and as a Benchmark Litigation Star. The Pomerantz team that Jeremy leads was named a 2018 Securities Practice Group of the Year.

Jeremy led the securities class action litigation *In re Petrobras Securities Litigation*, which arose from a multi-billion-dollar kickback and bribery scheme involving Brazil's largest oil company, *Petróleo Brasileiro S.A.—Petrobras*, in which Pomerantz was sole Lead Counsel. The biggest instance of corruption in the history of Brazil ensnared not only Petrobras' former executives but also Brazilian politicians, including former president Lula da Silva and one-third of the Brazilian Congress. In January and February 2018, Jeremy achieved a historic \$3 billion settlement for the Class. This is not only the largest securities class action settlement in a decade but is the largest settlement ever in a securities class action involving a foreign issuer, the fifth-largest securities class action settlement ever achieved in the United States, the largest securities class action settlement achieved by a foreign Lead Plaintiff, and the largest securities class action settlement in history not involving a restatement of financial reports.

Jeremy also secured a significant victory for Petrobras investors at the Second Circuit Court of Appeals, when the court rejected the heightened ascertainability requirement for obtaining class certification that had been imposed by the Third Circuit Courts of Appeals. The ruling will have a positive impact on plaintiffs in securities fraud litigation. Indeed, the *Petrobras* litigation was honored in 2019 as a National Impact Case by Benchmark Litigation.

Jeremy was Lead Counsel in *Pirnik v. Fiat Chrysler Automobiles N.V. et al.*, No. 1:15-cv-07199-JMF (S.D.N.Y), in which the Firm achieved a \$110 million settlement for the class. Plaintiff alleged that Fiat Chrysler concealed from investors that it improperly outfitted its diesel vehicles with “defeat device” software designed to cheat NOx emissions regulations in the U.S. and Europe, and that regulators had accused Fiat Chrysler of violating the emissions regulations. The *Fiat Chrysler* recovery provided the class of investors with as much as 20% of recoverable damages—an excellent result when compared to historical statistics in class action settlements, where typical recoveries for cases of this size are between 1.6% and 3.3%.

In November 2019, Jeremy achieved a critical victory for investors in the securities fraud class action against Perrigo Co. plc when Judge Arleo of the United States District Court for the District of New Jersey certified classes of investors that purchased Perrigo securities on both the New York Stock Exchange and the Tel Aviv Stock Exchange. Pomerantz represents a number of institutional investors that purchased Perrigo securities on both exchanges after an offer by Mylan N.V. to tender Perrigo shares. This is the first time since *Morrison* that a U.S. court has independently analyzed the market of a security traded on a non-U.S. exchange and found that it met the standards of market efficiency necessary allow for class certification.

Jeremy headed the Firm’s individual action against pharmaceutical giant Teva Pharmaceutical Industries Ltd. and Teva Pharmaceuticals USA, Inc. (together, “Teva”), and certain of Teva’s current and former employees and officers, relating to alleged anticompetitive practices in Teva’s sales of generic drugs. Teva is a dual-listed company, and the Firm represents several Israeli institutional investors who purchased Teva shares on the Tel Aviv Stock Exchange. In early 2021, Pomerantz achieved a major victory for global investors when the district court agreed to exercise supplemental jurisdiction over the Israeli law claims. *Clal Insurance Company Ltd. v. Teva Pharmaceutical Industries Ltd.*

In 2019, Jeremy achieved a \$27 million settlement for the Class in *Strougo v. Barclays PLC*, a high-profile securities class action in which Pomerantz was Lead Counsel. Plaintiffs alleged that Barclays PLC misled institutional investors about the manipulation of the banking giant’s so-called “dark pool” trading systems in order to provide a trading advantage to high-frequency traders over its institutional investor clients. This case turned on the duty of integrity owed by Barclays to its clients. In November 2017, Jeremy achieved precedent-setting victories for investors, when the Second Circuit Court of Appeals held that direct evidence of price impact is not always necessary to demonstrate market efficiency to invoke the presumption of reliance, and that defendants seeking to rebut the presumption of reliance must do so by a preponderance of the evidence rather than merely meeting a burden of production.

Jeremy led the Firm’s securities class action litigation against Yahoo!, Inc., in which Pomerantz, as Lead Counsel, achieved an \$80 million settlement for the Class in 2018. The case involved the biggest data breaches in U.S. history, in which over 3 billion Yahoo accounts were compromised. This was the first significant settlement to date of a securities fraud class action filed in response to a data breach.

In 2018 Jeremy achieved a \$3,300,000 settlement for the Class in the Firm’s securities class action against Corinthian Colleges, one of the largest for-profit college systems in the country, for alleged misrepresentations about its job placement rates, compliance with applicable regulations, and enrollment statistics. Pomerantz prevailed in the motion to dismiss the proceedings, a particularly noteworthy victory because Chief Judge George King of the Central District of California had dismissed

two prior lawsuits against Corinthian with similar allegations. *Erickson v. Corinthian Colleges, Inc.* (C.D. Cal.).

Jeremy led the Firm's litigation team that in 2018 secured a \$31 million partial settlement with three defendants in *In re Libor Based Financial Instruments Antitrust Litigation*, a closely watched multi-district litigation, which concerns the London Interbank Offered Rate (LIBOR) rigging scandal.

In *In re China North East Petroleum Corp. Securities Litigation*, Jeremy achieved a significant victory for shareholders in the United States Court of Appeals for the Second Circuit, whereby the Appeals Court ruled that a temporary rise in share price above its purchase price in the aftermath of a corrective disclosure did not eviscerate an investor's claim for damages. The Second Circuit's decision was deemed "precedential" by the *New York Law Journal* and provides critical guidance for assessing damages in a § 10(b) action.

Jeremy had an integral role in *In re Comverse Technology, Inc. Securities Litigation*, in which he and his partners achieved a historic \$225 million settlement on behalf of the Class, which was the second-largest options backdating settlement to date.

Jeremy regularly consults with Pomerantz's international institutional clients, including pension funds, regarding their rights under the U.S. securities laws. Jeremy is working with the Firm's international clients to craft a response to the Supreme Court's ruling in *Morrison v. National Australia Bank, Ltd.*, which limited the ability of foreign investors to seek redress under the federal securities laws.

Jeremy is a frequent lecturer worldwide regarding current corporate governance and securities litigation issues.

Jeremy graduated from Fordham University School of Law in 2002. While in law school, he served as a staff member of the *Fordham Urban Law Journal*. Upon graduation, he began his career at a major New York law firm as a litigation associate, where he specialized in complex commercial litigation.

Jeremy is admitted to practice in New York; the United States District Courts for the Southern and Eastern Districts of New York, the Southern District of Texas, the District of Colorado, the Eastern District of Michigan, the Eastern District of Wisconsin, and the Northern District of Illinois; the United States Courts of Appeals for the First, Second, Third, Fourth, Fifth, Sixth, Ninth, and Tenth Circuits; and the United States Supreme Court.

Gustavo F. Bruckner

Gustavo F. Bruckner heads Pomerantz's Corporate Governance practice group, which enforces shareholder rights and prosecutes litigation challenging corporate actions that harm shareholders. Under Gustavo's leadership, the Corporate Governance group has achieved numerous noteworthy litigation successes. He has been quoted on corporate governance issues by *The New York Times*, *The Wall Street Journal*, *Bloomberg*, *Law360*, and *Reuters*, and was honored from 2016 through 2021 by Super Lawyers® as a "Top-Rated Securities Litigation Attorney," a recognition bestowed on no more than 5% of eligible attorneys in the New York Metro area. In 2023, he was included on Lawdragon's list of the 500 Leading Plaintiff Financial Lawyers. Gustavo regularly appears in state and federal courts

across the nation. Gustavo presented at the prestigious Institute for Law and Economic Policy conference.

Gustavo is a fierce advocate of aggressive corporate clawback policies that allow companies to recover damages from officers and directors for reputational and financial harm. Most recently, in *McIntosh vs Keizer, et al.*, Docket No. 2018-0386 (Del. Ch.), Pomerantz filed a derivative suit on behalf of Hertz Global Holdings, Inc. shareholders, seeking to compel the Hertz board of directors to claw back millions of dollars in unearned and undeserved payments that the Company made to former officers and directors who significantly damaged Hertz through years of wrongdoing and misconduct. Under pressure from plaintiff's litigation efforts, the Hertz board of directors elected to take unprecedented action and mooted plaintiff's claims, initiating litigation to recover tens of millions of dollars in incentive compensation and more than \$200 million in damages from culpable former Hertz executives.

Pomerantz, through initiation and prosecution of a shareholder derivative action, forced the Hertz board to seek clawback from former officers and directors of the company, unjustly enriched after causing the Company to file inaccurate and false financial statements leading to a \$235 million restatement and \$16 million fee to the SEC.

In September 2017, Gustavo's Corporate Governance team achieved a settlement in New Jersey Superior Court that provided non-pecuniary benefits for a non-opt out class. In approving the settlement, Judge Julio Mendez, of Cape May County Chancery Division, became the first New Jersey state court judge to formally adopt the Third Circuit's nine-part *Girsh* factors, *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975). Never before has there been a published New Jersey state court opinion setting out the factors a court must consider in evaluating whether a class action settlement should be determined to be fair and adequate.

Gustavo successfully argued *Strougo v. Hollander*, C.A. No. 9770-CB (Del. Ch. 2015), obtaining a landmark ruling in Delaware that bylaws adopted after shareholders are cashed out do not apply to shareholders affected by the transaction. In the process, Gustavo and the Corporate Governance team beat back a fee-shifting bylaw and were able to obtain a 25% price increase for members of the class cashed out in the "going private" transaction. Shortly thereafter, the Delaware Legislature adopted legislation to ban fee-shifting bylaws.

In *Stein v. DeBoer* (Or. Cir. Ct. 2017), Gustavo and the Corporate Governance group achieved a settlement that provides significant corporate governance therapeutics on behalf of shareholders of Lithia Motors, Inc. The company's board had approved, without meaningful review, the Transition Agreement between the company and Sidney DeBoer, its founder, controlling shareholder, CEO, and Chairman, who was stepping down as CEO. DeBoer and his son, the current CEO, negotiated virtually all the material terms of the Agreement, by which the company agreed to pay the senior DeBoer \$1,060,000 and a \$42,000 car allowance annually for the rest of his life, plus other benefits, in addition to the \$200,000 per year that he would receive for continuing to serve as Chairman.

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In *Strougo v. North State Bancorp*, No. 15 CVS 14696 (N.C. Super. Ct. 2015), Gustavo and the Corporate Governance team caused the North State Bancorp merger agreement to be amended to provide a “majority of the minority” provision for common shareholders in connection with the shareholder vote on the merger. As a result of the action, common shareholders had the ability to stop the merger if they did not wish it to go forward.

In *Hallandale Beach Police Officers and Firefighters’ Personnel Retirement Fund vs. Lululemon Athletica, Inc.*, C.A. No. 8522-VCP (Del. Ch. 2014), in an issue of first impression in Delaware, Gustavo successfully argued for the production of the company chairman’s Rule 10b5-1 stock trading plan. The court found that a stock trading plan established by the company’s chairman, pursuant to which a broker, rather than the chairman himself, would liquidate a portion of the chairman’s stock in the company, did not preclude potential liability for insider trading.

Gustavo was Co-Lead Counsel in *In re Great Wolf Resorts, Inc. Shareholders Litigation*, C.A. No. 7328-VCN (Del. Ch. 2012), obtaining the elimination of stand-still provisions that allowed third parties to bid for Great Wolf Resorts, Inc., resulting in the emergence of a third-party bidder and approximately \$94 million (57%) in additional merger consideration for Great Wolf shareholders.

Gustavo received his law degree in 1992 from the Benjamin N. Cardozo School of Law, where he served as an editor of the Moot Court Board and on the Student Council. Upon graduation, he received the award for outstanding student service.

After graduating law school, Gustavo served as Chief-of-Staff to a New York City legislator.

Gustavo is a Mentor and Coach to the NYU Stern School of Business, Berkley Center for Entrepreneurial Studies, New Venture Competition. He was a University Scholar at NYU where he obtained a B.S. in Marketing and International Business in 1988 and an MBA in Finance and International Business in 1989. Gustavo is a Trustee and former Treasurer of the Beit Rabban Day School, and an arbitrator in the Civil Court of the City of New York.

Gustavo is admitted to practice in New York and New Jersey; the United States District Courts for the Eastern, Northern, and Southern Districts of New York and the District of New Jersey; the United States Courts of Appeals for the Second and Seventh Circuits; and the United States Supreme Court.

Brian Calandra

Brian Calandra joined Pomerantz in June 2019 as Of Counsel and was elevated to Partner in January 2023. He has extensive experience in securities, antitrust, complex commercial, and white-collar matters in federal and state courts nationwide. Brian has represented issuers, underwriters, and individuals in securities class actions involving the financial, telecommunications, real estate, and pharmaceutical industries. He has also represented financial institutions in antitrust class actions concerning foreign exchange; supra-national, sub-sovereign and agency bonds; bonds issued by the government of Mexico; and credit card fees. In 2021, Brian was honored as a Super Lawyers® “Top-Rated Securities Litigation Attorney”.

Brian has written multiple times on developments in securities law and other topics, including co-authoring an overview of insider trading law and enforcement for *Practical Compliance & Risk*

Management for the Securities Industry, co-authoring an analysis of anti-corruption compliance risks posed by sovereign wealth funds for *Risk & Compliance*, and authoring an analysis of the effects of the 2005 Bankruptcy Abuse Prevention and Consumer Protection Act on women in bankruptcy for the *Women's Rights Law Reporter*.

Before joining Pomerantz, Brian was a litigation associate at Shearman & Sterling LLP. Brian graduated from Rutgers School of Law-Newark in 2009, *cum laude*, Order of the Coif. While at Rutgers, Brian was co-editor-in-chief of the *Women's Rights Law Reporter* and received the Justice Henry E. Ackerson Prize for Distinction in Legal Skills and the Carol Russ Memorial Prize for Distinction in Promoting Women's Rights.

Brian is admitted to practice in New York; the United States District Courts for the Northern, Southern and Eastern Districts of New York; the District of New Jersey, and the Eastern District of Wisconsin; the United States Courts of Appeals for the First, Second, Third, Fifth and Tenth Circuits; and the United States Supreme Court.

Justin D. D'Aloia

Justin D. D'Aloia is a Partner in Pomerantz's New York office, where he specializes in securities class action litigation. He has extensive experience litigating high-profile securities cases in federal and state courts across the country. Justin has represented issuers, underwriters, and senior executives in matters involving a range of industries, including the financial services, life sciences, real estate, technology, and consumer retail sectors. His practice covers the full spectrum of proceedings from pre-suit demand through settlement.

Justin joined Pomerantz as a Partner in October 2022. Before joining Pomerantz, Justin was counsel at a large international law firm where he focused on securities litigation and other complex shareholder class action litigation. He previously served as a law clerk to Judge Mark Falk of the United States District Court for the District of New Jersey.

Justin received his J.D. from Fordham University School of Law, where he was Editor-in-Chief of the Fordham International Law Journal. He earned his undergraduate degree from Rutgers University with a concentration in Business and Economics.

Justin is admitted to practice in New York; United States District Courts for the Southern and Eastern Districts of New York and the District of Colorado; United States Courts of Appeals for the Second, Third, and Tenth Circuits.

Emma Gilmore

Emma Gilmore is a Partner at Pomerantz and is regularly involved in high-profile class-action litigation. In 2024, Benchmark Litigation selected her as "Plaintiff Litigator of the Year." In 2023, the *National Law Journal* named her a Plaintiffs' Attorney Trailblazer and Benchmark Litigation shortlisted her for Plaintiff Litigator of the Year. Emma was honored by Law360 in 2023 and in 2018 as an MVP in Securities Litigation, part of an "elite slate of attorneys [who] have distinguished themselves from their peers by securing hard-earned successes in high-stakes litigation, complex global matters and record-breaking deals." Only up to six attorneys nationwide are selected each year as MVPs in Securities Litigation. In

2018, Emma was the first woman plaintiff attorney to receive this outstanding award since it was initiated in 2011. In 2021, Emma was awarded a spot on *National Law Journal's* prestigious Elite Women of the Plaintiffs Bar list. In 2021 and 2020, she was named by Benchmark Litigation as one of the Top 250 Women in Litigation—an honor bestowed on only seven plaintiffs' lawyers in the U.S. those years. The *National Law Journal* and the *New York Law Journal* honored her as a "Plaintiffs' Lawyer Trailblazer." Emma has been honored since 2018 as a Super Lawyer®. She has been recognized by Lawdragon as one of the top 500 Leading Plaintiff Financial Lawyers.

Emma is regularly invited to speak about recent trends and developments in securities litigation. She serves on the New York City Bar Association's Securities Litigation Committee. Emma regularly counsels clients around the world on how to maximize recoveries on their investments.

Emma played a leading role in the Firm's class action case in the Southern District of New York against Brazil's largest oil company, Petrobras, arising from a multi-billion-dollar kickback and bribery scheme, in which the Firm was sole Lead Counsel. In a significant victory for investors, Pomerantz achieved a historic \$3 billion settlement with Petrobras. This is not only the largest securities class action settlement in a decade but is the largest settlement ever in a class action involving a foreign issuer, the fifth-largest class action settlement ever achieved in the United States, and the largest settlement achieved by a foreign lead plaintiff. The biggest instance of corruption in the history of Brazil had ensnared not only Petrobras' former executives but also Brazilian politicians, including former president Lula da Silva and one-third of the Brazilian Congress. Emma traveled to Brazil to uncover evidence of fraud and drafted the complaint. She deposed and defended numerous fact and expert witnesses, including deposing the former CEO of Petrobras, the whistleblower, and the chief accountant. She drafted the appellate brief, playing an instrumental role in securing a significant victory for investors in this case at the Second Circuit Court of Appeals, when the Court rejected the heightened ascertainability requirement for obtaining class certification that had been imposed by other circuit courts. She opposed defendants' petition for a writ of certiorari to the Supreme Court. Emma successfully obtained sanctions against a professional objector challenging the integrity of the settlement, both in the District Court and in the Court of Appeals for the Second Circuit.

Emma organized a group of twenty-seven of the foremost U.S. scholars in the field of evidence and spearheaded the effort to submit an amicus brief to the U.S. Supreme Court on their behalf in a critical issue for investors. One of the two issues before the High Court in *Goldman Sachs Group, Inc. et al v. Arkansas Teachers Retirement System, et al.* (No. 20-222) squarely affected investors' ability to pursue claims collectively as a class: whether, in order to rebut the presumption of reliance originated by the Court in the landmark *Basic v. Levinson* decision, defendants bear the burden of persuasion, or whether they bear only the much lower burden of production. The scholars argued that defendants carry the higher burden of persuasion. In a 6-3 decision, the Supreme Court sided with Pomerantz and the scholars.

Emma led the Firm's class action litigation against Deutsche Bank and its executives, arising from the Bank's improper anti-money-laundering and know-your-customer procedures. Plaintiffs alleged that, despite the Bank's representations that it implemented a "robust and strict" Know Your Customer program with "special safeguards" for politically exposed persons (PEPs), defendants repeatedly exempted high-net-worth individuals and PEPs from any meaningful due diligence, enabling their criminal activities through the Bank's facilities. For example, Deutsche Bank continued "business as usual" with Jeffrey Epstein even after learning that 40 underage girls had come forward with testimony

that he had sexually assaulted them. Deutsche Bank's former CEOs also onboarded, retained, and serviced Russian oligarchs and other clients reportedly engaged in criminal activities, with little or no due diligence. On October 20, 2022, Emma secured for investors nearly 50% of recoverable damages, which reflects a premium for the palpable misconduct and is exceptionally high for securities class action settlements. The Deutsche Bank litigation and settlement serve as important legal precedents aimed to deter financial institutions from enabling the wealthy and powerful to commit crimes in return for financial benefits to the institutions.

Emma co-leads the Firm's securities class action against Amazon arising from the behemoth's anti-competitive practices, which are also the subject of investigations by the U.S Congress and foreign regulators. Amazon is accused of misrepresenting its business dealing with third-party sellers on its market platform. Unbeknownst to investors, Amazon repeatedly misappropriated third-party sellers' data to create competing products, tied and bundled its products, exploited its power over third party sellers and favored its private-label products to the detriment of third-party sellers and consumers. The lawsuit seeks to recover billions of dollars in damages on behalf of defrauded investors.

Emma played a leading role in *Strougo v. Barclays PLC*, a high-profile securities class action that alleged Barclays PLC misled institutional investor clients about the extent of the banking giant's use of so-called "dark pool" trading systems. She secured an important precedent-setting opinion from the Second Circuit. Emma organized a group of leading evidence experts who filed amicus briefs supporting plaintiffs' position in the Second Circuit.

Emma secured a unanimous decision by a panel of the Ninth Circuit Court of Appeals, benefiting defrauded investors in *Costa Brava Partnership III LP v. ChinaCast Education Corp.* In an issue of first impression, the Ninth Circuit held that imputation of the CEO's scienter to the company was warranted vis-a-vis innocent third parties, despite the fact that the executive acted for his own benefit and to the company's detriment.

She has also devoted a significant amount of time to pro bono matters. She played a critical role in securing a unanimous ruling by the Arkansas Supreme Court striking down as unconstitutional a state law banning cohabiting individuals from adopting children or serving as foster parents. The ruling was a relief for the 1,600-plus children in the state of Arkansas who needed a permanent family. The litigation generated significant publicity, including coverage by the *Arkansas Times*, *the Wall Street Journal*, and *the New York Times*.

She was Lead Counsel in the Firm's class action litigation against Arconic, in which she secured a \$74 million settlement for the class. Arconic is the U.S. company that manufactured the highly flammable aluminum cladding allegedly responsible for the 2017 Grenfell Tower fire in London that eradicated a public housing block, killing 72 people and injuring 70 other tenants. Arconic repeatedly misrepresented to the market its safety protocols and the safety classification of its cladding products. When the truth about Arconic's unsafe practices emerged, investors lost over \$1 billion in damages.

Before joining Pomerantz, Emma was a litigation associate with the firms of Skadden, Arps, Slate, Meagher and Flom, LLP, and Sullivan & Cromwell, LLP. She worked on the *WorldCom Securities Litigation*, which settled for \$2 billion.

She also served as a law clerk to the Honorable Thomas C. Platt, former U.S. Chief Judge for the Eastern District of New York.

Emma graduated *cum laude* from Brooklyn Law School, where she served as a staff editor for the *Brooklyn Law Review*. She was the recipient of two CALI Excellence for the Future Awards, in the subjects of evidence and discovery. She graduated *summa cum laude* from Arizona State University, with a BA in French and a minor in Business.

She serves on the Firm's Anti-Harassment and Discrimination Committee.

Michael Grunfeld

Michael Grunfeld joined Pomerantz in July 2017 as Of Counsel and was elevated to Partner in 2019.

Michael has extensive experience in securities, complex commercial, and white-collar matters in federal and state courts around the country.

He has played a leading role in some of the Firm's significant class action litigation, including its case against Yahoo!, Inc. arising out of the biggest data breaches in U.S. history, in which the Firm, as Lead Counsel, achieved an \$80 million settlement on behalf of the Class. This settlement made history as the first substantial shareholder recovery in a securities fraud class action related to a cybersecurity breach. Michael also plays a leading role in many of the Firm's other ongoing class actions.

Michael is an honoree of Benchmark Litigation's 40 & Under Hot List 2020, 2021, and 2022, granted to a few of the "best and brightest law firm partners who stand out in their practices." He was named a 2019 Rising Star by Law360, a prestigious honor awarded to a select few top litigators under 40 years old "whose legal accomplishments transcend their age." In 2020, 2021, and 2022, Michael was recognized by Super Lawyers® as a Top-Rated Securities Litigation Attorney;" in 2018 and 2019 he was honored as a New York Metro Rising Star.

Michael also leads Pomerantz's litigation on behalf of the Colorado Public Employees' Retirement System as an intervenor in *The Doris Behr 2012 Irrevocable Trust v. Johnson & Johnson*. At issue is an activist investor's attempt to have Johnson & Johnson ("J&J") shareholders vote on a proxy proposal instituting a corporate bylaw that would require all securities fraud claims against the company to be pursued through mandatory arbitration, and that would waive shareholder's rights to bring securities class actions. In March 2022, the district court handed down an important victory for shareholders when it granted J&J's and the Intervenors' Motion to Dismiss the Third Amended Complaint.

Michael is the co-author of a chapter on damages in securities class actions in the LexisNexis treatise, *Litigating Securities Class Actions*.

Michael served as a clerk for Judge Ronald Gilman of the Sixth Circuit Court of Appeals and as a foreign law clerk for Justice Asher Grunis of the Israeli Supreme Court. Before joining Pomerantz, he was a litigation associate at Shearman & Sterling LLP and Paul, Weiss, Rifkind, Wharton & Garrison LLP.

Michael graduated from Columbia Law School in 2008, where he was a Harlan Fiske Stone Scholar and Submissions Editor of the Columbia Business Law Review. He graduated from Harvard University with an A.B. in Government, *magna cum laude*, in 2004.

Michael is admitted to practice in New York; the United States District Courts for the Southern and Eastern Districts of New York and the District of Colorado; and the United States Courts of Appeal for the Second, Third, Fourth, Sixth, Ninth, and Tenth Circuits.

J. Alexander Hood II

J. Alexander Hood II joined Pomerantz in June 2015 and was elevated to Of Counsel to the Firm in 2019. He was elevated to Partner in 2022. Alex leads the Firm's case origination team, identifying and investigating potential violations of the federal securities laws. In 2023, Alex was selected as a Rising Star in the *National Law Journal's* Elite Trial Lawyers awards competition. This award honors lawyers under 40 who represent the next generation of legal leaders. He has been named a Super Lawyers® Rising Star each year since 2019.

He has been named a Super Lawyers® Rising Star each year since 2019.

Alex played a key role in securing Pomerantz's appointment as Lead Counsel in actions against Yahoo!, Inc., Fiat Chrysler Automobiles N.V., Wynn Resorts Limited, Mylan N.V., The Western Union Company, Perrigo Company plc, Blue Apron Holdings, Inc., AT&T, Inc., Wells Fargo & Company, and Raytheon Technologies Corporation, among others.

Alex also oversees the firm's involvement on behalf of institutional investors in non-U.S. litigations, assisting Pomerantz clients with respect to evaluating and pursuing recovery in foreign jurisdictions, including matters in the Netherlands, Germany, the UK, Australia, Brazil, Denmark, and elsewhere.

Prior to joining Pomerantz, Alex practiced at nationally recognized law firms, where he was involved in commercial, financial services, corporate governance and securities matters.

Alex graduated from Boston University School of Law (J.D.) and from the University of Oregon School of Law (LL.M.). During law school, he served as a member of the Boston University Review of Banking & Financial Law and participated in the Thomas Tang Moot Court Competition. In addition, Alex clerked for the American Civil Liberties Union of Tennessee and, as a legal extern, worked on the Center for Biological Diversity's Clean Water Act suit against BP in connection with the Deepwater Horizon oil spill.

Alex is admitted to practice in New York; the United States District Courts for the Southern, Eastern, Western and Northern Districts of New York; the District of Colorado; the Eastern District of Michigan; the Eastern District of Wisconsin; the Northern District of Illinois; the Northern District of Indiana; the Southern District of Texas; and the United States Courts of Appeals for the Second Circuit.

Omar Jafri

Omar Jafri is a Partner at Pomerantz. He represents defrauded investors in individual and class action securities litigation. In 2021, Omar was recognized by the *National Law Journal* as a Rising Star of the Plaintiffs' Bar. The *National Law Journal* selected lawyers who "demonstrated repeated success in

cutting-edge work on behalf of plaintiffs over the last 18 months [and] possess a solid track record of client wins over the past three to five years.” In 2021, 2022 and 2023, Omar was recognized by Super Lawyers® as a Rising Star in Securities Litigation.

Omar has played an integral role in numerous cases where the Firm achieved significant recoveries for defrauded shareholders as Lead, Co-Lead or Additional Counsel, including: *In re Chicago Bridge & Iron Co. N.V. Securities Litigation* (\$44 million recovery); *In re Juno Therapeutics, Inc. Securities Litigation* (\$24 million recovery); *In re Aveo Pharmaceuticals, Inc. Securities Litigation* (\$18 million recovery, which was more than four times larger than the SEC’s fair fund recovery in its parallel litigation); *Sudunagunta v. NantKwest, Inc.* (\$12 million settlement); *Cooper v. Thoratec Corporation et al.* (\$11.9 million settlement following a reversal in the United States Court of Appeals for the Ninth Circuit after the lower court repeatedly dismissed the case); *Thomas v. MagnaChip Semiconductor Corp. Securities Litigation* (\$6.2 million settlement with majority shareholder, Avenue Capital); *Solomon v. Sprint Corporation et al.* (\$3.75 million settlement); *Schaeffer v. Nabriva Therapeutics plc et al.* (\$3 million settlement); and *In re Sequans Communications S.A. Securities Litigation* (\$2.75 million settlement).

Through vigorous litigation, Omar has helped shape important precedents for all investors. *NantKwest* was the first case in the United States to recognize statistical proof of traceability. In *Roofers’ Pension Fund v. Papa et al.*, the District Court independently analyzed the market of a security traded on a foreign exchange and found that it met the standards of market efficiency to allow for class certification for the first time since the U.S. Supreme Court decided *Morrison*. *Nabriva* was the first case in the Second Circuit to sustain a complaint based on the failure to disclose the FDA’s serious criticisms identified in a Form 483 letter. In *Yan v. ReWalk Robotics et al.*, while the United States Court of Appeals for the First Circuit disagreed on the merits, the Circuit held that it is erroneous to dismiss a case for lack of standing when a named plaintiff can be substituted with another class member, shutting the door on such defense tactics in any future case filed in that Circuit. *In re Bed Bath & Beyond Corporation Securities Litigation* was one of the first decisions in the country to conclude that the dissemination of a misleading emoji can be an actionable misrepresentation under the federal securities laws. And in *Glazer Capital Management, L.P. et al. v. Forescout Technologies, Inc. et al.*, Omar won a rare reversal in a securities fraud class action in the United States Court of Appeals for the Ninth Circuit. In a published decision that reversed the dismissal in *Forescout*, the Ninth Circuit held that lower courts must not comingle the lower standard for falsity with the higher standard for scienter in analyzing the sufficiency of a securities fraud complaint, and repudiated numerous arguments concerning the testimony of Confidential Witnesses that the defense bar had convinced many lower courts to erroneously endorse over the years.

Omar started his legal career at the height of the financial crisis in 2008 and has litigated major disputes on behalf of institutional investors arising out of the credit crisis, including disputes related to Collateralized Debt Obligations, Residential Mortgage-Backed Securities, Credit Default Swaps and other complex financial investments. Omar also represented the Examiner in the *Lehman Brothers* bankruptcy, the largest in history at the time, and helped draft a report that identified colorable claims against Lehman’s senior executives for violating their fiduciary duties. He also has a robust *pro bono* criminal defense practice and has represented indigent defendants charged with crimes that range from simple battery to arson and murder.

Before joining Pomerantz, Omar was a law clerk to Judge William S. Duffey, Jr. of the United States District Court for the Northern District of Georgia, and an associate at an international law firm where

he represented clients in a wide variety of matters, including securities litigation, complex commercial litigation, white collar criminal defense, and internal investigations.

Omar is a 2004 honors graduate of the University of Texas at Austin, and a 2008, *magna cum laude*, graduate of the University of Illinois College of Law, where he was inducted into the *Order of the Coif* and received the Rickert Award for Excellence in Advocacy. He is a fellow of the American Bar Foundation.

Omar is admitted to practice in Illinois; the United States District Courts for the Northern District of Illinois (Trial Bar) and the Northern District of Indiana; and the United States Courts of Appeals for the First, Second, Fifth, and Ninth Circuits.

Jordan L. Lurie

Jordan L. Lurie joined Pomerantz as a partner in the Los Angeles office in December 2018. Jordan heads Pomerantz's Strategic Consumer Litigation practice. He was named a 2021 Southern California Super Lawyer®.

Jordan has litigated shareholder class and derivative actions, complex corporate securities and consumer litigation, and a wide range of fraud and misrepresentation cases brought under state and federal consumer protection statutes involving unfair competition, false advertising, and privacy rights. Among his notable representations, Jordan served as Lead Counsel in the prosecution and successful resolution of major nationwide class actions against Nissan, Ford, Volkswagen, BMW, Toyota, Chrysler and General Motors. He also successfully preserved a multi-million dollar nationwide automotive class action settlement by convincing the then Chief Judge of the Ninth Circuit and his wife, who were also class members and had filed objections to the settlement, to withdraw their objections and endorse the settlement.

Jordan has argued cases in the California Court of Appeals and in the Ninth Circuit that resulted in published opinions establishing class members' rights to intervene and clarifying the standing requirements for an objector to appeal. He also established a Ninth Circuit precedent for obtaining attorneys' fees in a catalyst fee action. Jordan has tried a federal securities fraud class action to verdict. He has been a featured speaker at California Mandatory Continuing Legal Education seminars and is a trained ombudsman and mediator. In 2020, Jordan was recognized as a 2021 Southern California Super Lawyer.

Outside of his legal practice, Jordan is an active educator and community leader and has held executive positions in various organizations in the Los Angeles community. Jordan participated in the first Wexner Heritage Foundation leadership program in Los Angeles and the first national cohort of the Board Member Institute for Jewish Nonprofits at the Kellogg School of Management.

Prior to joining Pomerantz, Jordan was the Managing Partner of the Los Angeles office of Weiss & Lurie and Senior Litigator at Capstone Law APC.

Jordan graduated cum laude from Yale University in 1984 with a B.A in Political Science and received his law degree in 1987 from the University of Southern California Gould School of Law, where he served as Notes Editor of the *University of Southern California Law Review*.

Jordan is a member of the State Bar of California and has been admitted to practice before the United States District Courts for the Northern, Southern, Central and Eastern Districts of California, the Eastern and Western Districts of Michigan, and the District of Colorado.

Jennifer Pafiti

Jennifer Pafiti became associated with the Firm in April 2014 and was elevated to Partner in December 2015. A dually qualified U.K. solicitor and U.S. attorney, she is the Firm's Head of Client Services and also takes an active role in complex securities litigation, representing clients in both class and non-class action securities litigation.

In 2023, Jennifer was one of only four individuals to be honored with the *New York Law Journal's* Innovation Award, which recognizes "creative and inspiring approaches by forward-thinking firms and individuals." Jennifer was nominated as a 2023 Lawyer of Distinction. In 2022, *The Enterprise World* named Jennifer as *The Most Successful Business Leader to Watch*. In 2021, Jennifer was selected as one of the "Women, Influence and Power in Law" honorees by Corporate Counsel, in the Collaborative Leadership—Law Firm category. Lawdragon has named Jennifer among the Leading 500 Lawyers in the United States every year since 2021. In 2020 she was named a Southern California Rising Star by Super Lawyers® and was recognized by Benchmark Litigation as a Future Star. Lawdragon has recognized Jennifer as a Leading Plaintiff Financial Attorney from 2019 through 2021. In 2019, she was also honored by Super Lawyers® as a Southern California Rising Star in Securities Litigation, named to Benchmark Litigation's *40 & Under Hot List* of the best young attorneys in the United States, and recognized by *Los Angeles Magazine* as one of Southern California's Top Young Lawyers. In 2018, Jennifer was recognized as a Lawyer of Distinction. She was honored by Super Lawyers® in 2017 as both a Rising Star and one of the Top Women Attorneys in Southern California. In 2016, the *Daily Journal* selected Jennifer for its "Top 40 Under 40" list of the best young attorneys in California.

Jennifer was an integral member of the Firm's litigation team for *In re Petrobras Securities Litigation*, a case relating to a multi-billion-dollar kickback and bribery scheme at Brazil's largest oil company, Petróleo Brasileiro S.A.—Petrobras, in which the Firm was sole Lead Counsel. She helped secure a significant victory for investors in this case at the Second Circuit Court of Appeals, when the court rejected the heightened ascertainability requirement for obtaining class certification that had been imposed by other Circuit courts such as the Third and Sixth Circuit Courts of Appeals. Working closely with Lead Plaintiff, Universities Superannuation Scheme Limited, she was also instrumental in achieving the historic settlement of \$3 billion for Petrobras investors. This is not only the largest securities class action settlement in a decade but is the largest settlement ever in a securities class action involving a foreign issuer, the fifth-largest securities class action settlement ever achieved in the United States, the largest securities class action settlement achieved by a foreign Lead Plaintiff, and the largest securities class action settlement in history not involving a restatement of financial reports.

Jennifer was involved, among other cases, in the securities class action against rare disease biopharmaceutical company, KaloBios, and certain of its officers, including CEO Martin Shkreli. In 2018, Pomerantz achieved a settlement of \$3 million plus 300,000 shares for defrauded investors—an excellent recovery in light of the company's bankruptcy. *Isensee v. KaloBios*. Jennifer also helped achieve a \$10 million recovery for the class in a securities litigation against the bankrupt Californian energy company, PG&E, which arose from allegedly false statements made by the company about its rolling

power outages in the wake of the catastrophic wildfire incidents that occurred in California in 2015, 2017, and 2018. *Vataj v. Johnson, et al.*

Jennifer earned a Bachelor of Science degree in Psychology at Thames Valley University in England, prior to studying law. She earned her law degrees at Thames Valley University (G.D.L.) and the Inns of Court School of Law (L.P.C.) in the U.K.

Before studying law in England, Jennifer was a regulated financial advisor and senior mortgage underwriter at a major U.K. financial institution. She holds full CeFA and CeMAP qualifications. After qualifying as a solicitor, Jennifer specialized in private practice civil litigation, which included the representation of clients in high-profile cases in the Royal Courts of Justice. Prior to joining Pomerantz, Jennifer was an associate with Robbins Geller Rudman & Dowd LLP in their San Diego office.

Jennifer regularly travels throughout the U.S. and Europe to advise clients on how best to evaluate losses to their investment portfolios attributable to financial fraud or other misconduct, and how best to maximize their potential recoveries. Jennifer is also a regular speaker at events on securities litigation and fiduciary duty. In 2022, Thought Leaders 4 Disputes published Jennifer's article entitled "The Globalisation of Securities Litigation."

Jennifer served on the Honorary Steering Committee of Equal Rights Advocates ("ERA"), which focuses on specific issues that women face in the legal profession. ERA is an organization that protects and expands economic and educational access and opportunities for women and girls.

Jennifer is a member of the National Association of Pension Fund Attorneys and represents the Firm as a member of the California Association of Public Retirement Systems, the State Association of County Retirement Systems, the National Association of State Treasurers, the National Conference of Employee Retirement Systems, the Texas Association of Public Employee Retirement Systems, and the U.K.'s National Association of Pension Funds.

Jennifer is admitted to practice in England and Wales; California; the United States District Courts for the Northern, Central and Southern Districts of California; and the United States Court of Appeals for the Ninth Circuit.

Joshua B. Silverman

Joshua B. Silverman is a partner in Pomerantz's Chicago office. He specializes in individual and class action securities litigation.

Josh was Lead Counsel in *In re Groupon, Inc. Securities Litigation*, achieving a \$45 million settlement, one of the highest percentage recoveries in the Seventh Circuit. He was also Lead or Co-Lead Counsel in *In re MannKind Corp. Securities Litigation* (\$23 million settlement); *In re AVEO Pharmaceuticals, Inc. Securities Litigation* (\$18 million settlement, more than four times larger than the SEC's fair fund recovery in parallel litigation); *New Mexico State Investment Council v. Countrywide Financial Corp.* (very favorable confidential settlement); *New Mexico State Investment Council v. Cheslock Bakker & Associates* (summary judgment award in excess of \$30 million); *Sudunagunta v. NantKwest, Inc.* (\$12 million settlement); *Bruce v. Suntech Power Holdings Corp.* (\$5 million settlement); *In re AgFeed, Inc. Securities Litigation* (\$7 million settlement); and *In re Hemispherx BioPharma Securities Litigation* (\$2.75 million

settlement). Josh also played a key role in the Firm's representation of investors before the United States Supreme Court in *StoneRidge*, and prosecuted many of the Firm's other class cases, including *In re Sealed Air Corp. Securities Litigation* (\$20 million settlement).

Josh, together with Managing Partner Jeremy Lieberman, achieved a critical victory for investors in the securities fraud class action against Perrigo Co. plc when Judge Arleo of the United States District Court for the District of New Jersey certified classes of investors that purchased Perrigo securities on both the New York Stock Exchange and the Tel Aviv Stock Exchange. Pomerantz represents a number of institutional investors that purchased Perrigo securities on both exchanges after an offer by Mylan N.V. to tender Perrigo shares. This is the first time since *Morrison* that a U.S. court has independently analyzed the market of a security traded on a non-U.S. exchange, and found that it met the standards of market efficiency necessary allow for class certification.

Several of Josh's cases have set important precedent. For example, *In re MannKind* established that investors may support complaints with expert information. *New Mexico v. Countrywide* recognized that investors may show Section 11 damages for asset-backed securities even if there has been no interruption in payment or threat of default. More recently, *NantKwest* was the first Section 11 case in the nation to recognize statistical proof of traceability.

In addition to prosecuting cases, Josh regularly speaks at investor conferences and continuing legal education programs.

Before joining Pomerantz, Josh practiced at McGuireWoods LLP and its Chicago predecessor, Ross & Hardies, where he represented one of the largest independent futures commission merchants in commodities fraud and civil RICO cases. He also spent two years as a securities trader, and continues to actively trade stocks, futures, and options for his own account.

Josh is a 1993 graduate of the University of Michigan, where he received Phi Beta Kappa honors, and a 1996 graduate of the University of Michigan Law School.

Josh is admitted to practice in Illinois; the United States District Court for the Northern District of Illinois; the United States Courts of Appeals for the First, Second, Third, Seventh, Eighth and Ninth Circuits; and the United States Supreme Court.

Brenda Szydlo

Brenda Szydlo joined Pomerantz in January 2016 as Of Counsel and was elevated to Partner in 2022. She brings to the Firm extensive experience in complex civil litigation in federal and state court on behalf of plaintiffs and defendants, with a particular focus on securities and financial fraud litigation, litigation against pharmaceutical corporations, accountants' liability, and commercial litigation. In 2020, 2021, and 2022, Brenda was recognized by Super Lawyers® as a "Top-Rated Securities Litigation Attorney." Brenda was also included on the Lawdragon 500 Leading Plaintiff Financial Lawyers list in 2022 and 2023.

Brenda played a leading role in the Firm's securities class action case in the Southern District of New York against Brazil's largest oil company, Petrobras, arising from a multi-billion-dollar kickback and bribery scheme, in which the Firm, as sole Lead Counsel, achieved a precedent-setting legal ruling and a historic \$3 billion settlement for the Class. This is not only the largest securities class action settlement

in a decade but is the largest settlement ever in a securities class action involving a foreign issuer, the fifth-largest securities class action settlement ever achieved in the United States, the largest securities class action settlement achieved by a foreign Lead Plaintiff, and the largest securities class action settlement in history not involving a restatement of financial reports.

Brenda has represented investors in additional class and private actions that have resulted in significant recoveries, such as *In re Pfizer, Inc. Securities Litigation*, where the recovery was \$486 million, and *In re Refco, Inc. Securities Litigation*, where the recovery was in excess of \$407 million. She has also represented investors in opt-out securities actions, such as investors opting out of *In re Bank of America Corp. Securities, Derivative & ERISA Litigation* in order to pursue their own securities action.

Prior to joining Pomerantz, Brenda served as Senior Counsel in a prominent plaintiff advocacy firm, where she represented clients in securities and financial fraud litigation, and litigation against pharmaceutical corporations and accounting firms. Brenda also served as Counsel in the litigation department of one of the largest premier law firms in the world, where her practice focused on defending individuals and corporation in securities litigation and enforcement, accountants' liability actions, and commercial litigation.

Brenda is a graduate of St. John's University School of Law, where she was a St. Thomas More Scholar and member of the Law Review. She received a B.A. in economics from Binghamton University.

Brenda is admitted to practice in New York; United States District Courts for the Southern and Eastern Districts of New York; the U.S. Courts of Appeals for the Second and Ninth Circuits; and the United States Supreme Court.

Matthew L. Tuccillo

A Partner since 2013, Matthew L. Tuccillo joined Pomerantz in 2011. With 23+ years of experience, he is recognized as a top national securities litigator.

He has been named a Super Lawyers® "Top-Rated Securities Litigation Attorney" (2016–present), Lawdragon Leading Plaintiff Financial Lawyer (2019–2020, 2022–present), Benchmark Litigation Star (2021–present), Legal 500 Recommended Securities Litigator (2016, 2021), American Lawyer Top Rated Litigator (2023) and Northeast Trailblazer (2021), and a Martindale-Hubbell AV® Preeminent™ peer-rated attorney (2014–present). His advocacy has been covered by Bloomberg, Law360, the Houston Chronicle, the Hartford Business Journal, and other outlets.

Matt serves as the Firm's lead litigator on high-stakes securities class action litigation in courts nationwide. He closely advises his institutional clients, which are regularly appointed to serve as lead plaintiffs overseeing such lawsuits. His current caseload includes multiple lawsuits headed by his clients with class-wide damages of \$500 million–\$1 billion+. Matt's representative cases include:

- In *In re Miniso Group Holding Limited Securities Litigation*, No. CV-22-5815 (MR Wx) (S.D.N.Y.), one of Matt's foreign pension fund clients has been appointed lead plaintiff to oversee class action claims arising from a China-based retail company's U.S. IPO. A motion to dismiss the amended complaint is being litigated.

- In *In re Emergent Biosolutions, Inc. Securities Litigation*, No. 8:21-cv-00955-PWG (D. Md.), arising from a company's COVID-19 vaccine manufacturing failures, one of Matt's foreign pension fund clients serves as court-appointed lead plaintiff. Matt secured partial denial of the motion to dismiss a robust amended complaint, based on confidential sources and extensive U.S. government documents, in September 2023. The lawsuit is proceeding into discovery.
- In *Edwards v. McDermott Int'l, Inc.*, No. 4:18-cv-4330-AB (S.D. Tex.), Matt successfully opposed a motion to dismiss a class action lawsuit, led by one of his foreign pension fund clients, alleging a years-long, multi-prong fraud by an engineering and construction company that did a risky merger, delayed massive write-downs, and declared bankruptcy. Matt is leading the case through discovery, securing court orders that required defendants to review for production 1.25 million+ documents identified via plaintiff-authored search terms on plaintiff-selected custodians.
- In *Chun v. Fluor Corp., et al.*, No. 3:18-cv-01338-S (N.D. Tex.), with two of his U.S. municipal pension fund clients serving as co-lead plaintiffs, Matt served as co-lead counsel in hard-fought litigation concerning underperforming, large-scale, fixed-bid projects through two motions to dismiss. A months-long mediation and negotiation process resulted in a court-approved \$33 million settlement, which was a 37.5% recovery of the upheld claim value.
- In *Kendall v. Odonate Therapeutics, Inc., et al.*, No. 3:20-01828-H-LL (S.D. Cal.), Matt successfully opposed a motion to dismiss in a securities lawsuit arising from a pharmaceuticals company's failure to advance its lead drug candidate to FDA approval. Notably, the court held that defendants' scienter (intent) was sufficiently pled, even though they bought, rather than sold, company stock during the period of alleged fraud. A successful mediation resulted in a court-approved \$12.75 million settlement.
- In *In re BP p.l.c. Secs. Litig.*, No. 4:10-md-2185 (S.D. Tex.), where the court praised the "uniformly excellent" "quality of lawyering," Matt spearheaded lawsuits over BP's Gulf of Mexico oil spill by 125+ global institutional investors. Over 9 years, he successfully opposed three motions to dismiss, oversaw e-discovery of 1.75 million documents, led the Plaintiffs Steering Committee, was the sole interface with BP and the Court, and secured some of the Firm's most ground-breaking rulings. In a ruling of first impression, he successfully argued that investors asserted viable English law "holder claims" for losses due to retention of already-owned shares in reliance on a fraud, a theory barred under U.S. law since *Blue Chip Stamps v. Manor Drug Stores*, 421 U.S. 723 (1975). He successfully argued against *forum non conveniens* (wrong forum) dismissal of 80+ global institutions' lawsuits - the first ruling after *Morrison v. Nat'l Australia Bank Ltd.*, 130 S. Ct. 2869 (2010), to permit foreign investors to pursue in U.S. court their foreign law claims for losses in a foreign company's securities traded on a foreign exchange. He successfully argued that the U.S. Securities Litigation Uniform Standards Act of 1998 (SLUSA), which extinguishes U.S. state law claims in deference to the U.S. federal law, should not extend to the foreign law claims of U.S. and foreign investors, a ruling that saved those claims from dismissal where U.S. federal law afforded no remedy after *Morrison*. In 2021, Matt achieved mediator-assisted, confidential, favorable monetary settlement for all 35 Firm clients including public and private pension funds, money management firms, partnerships, and trusts from the U.S., Canada, the U.K., France, the Netherlands, and Australia. Notably, seven of these plaintiffs were Matt's institutional clients from the U.S., U.K., and Canada.
- In *In re Toronto-Dominion Bank Securities Litigation*, No. 1:17-cv-01735 (D.N.J.), Matt pled a multi-year fraud arising at one of Canada's largest banks, based on extensive statements by former employees detailing underlying retail banking misconduct. Matt persuaded the court to

reject a motion to dismiss in an order noteworthy because it validated the scienter (intent) pleading despite no witness speaking directly to the individual defendants' state of mind. The court approved a \$13.25 million class-wide settlement achieved after mediation.

- In *Perez v. Higher One Holdings, Inc., et al.*, No. 14-cv-00755-AWT (D. Conn.), Matt persuaded the court, after an initial dismissal, to uphold a second amended complaint asserting five threads of fraud by an education funding company and its founders and to approve a \$7.5 million class-wide settlement. Notably, the court held that the company's reported financial results violated SEC Regulation S-K, Item 303, for failure to disclose known trends and impacts from underlying misconduct—a rare ruling absent an accounting restatement.
- In *In re KaloBios Pharmaceuticals, Inc. Securities Litigation*, No. 15-cv-05841 (N.D. Cal.), a lawsuit against a bankrupt drug company and its jailed ex-CEO, Matt negotiated two class-wide settlements totaling \$3.25+ million, including cash payments and stock from the company, that were approved by the bankruptcy and district courts.
- In *In re Silvercorp Metals, Inc. Securities Litigation*, No. 1:12-cv-09456 (S.D.N.Y.), Matt worked with mining, accounting, damages, and market efficiency experts to survive a motion to dismiss by a Canadian company with mining operations in China and NYSE-traded stock. In approving the \$14 million settlement achieved after two mediations, Judge Rakoff called the case “unusually complex,” given the technical nature of mining metrics, the need to compare mining standards in Canada, China, and the U.S., and the volume of Chinese-language evidence.

Matt was also on the multi-firm team that represented commercial real estate investors against the Empire State Building's long-term lessees/operators regarding a consolidation, REIT formation, and IPO in *In re Empire State Realty Trust, Inc. Investor Litig.*, No. 650607/2012 (N.Y. Sup. Ct.), which was resolve for a \$55 million cash/securities settlement fund, a \$100 million tax benefit from restructured terms, remedial disclosures, and deal protections.

Matt regularly counsels institutional investors, foreign and domestic, regarding pending or potential complex litigation in the U.S. He is skilled at identifying potential securities frauds early, regularly providing clients with the first opportunity to evaluate and pursue their claims, and he has worked extensively with outside investment management firms retained by clients to identify a winning set of supporting evidence. When litigation is filed, he fully oversees its conduct and resolution, counseling clients throughout every step of the process, while handling all significant motions and courtroom arguments. These skills have enabled him to sign numerous institutional clients for litigation and portfolio monitoring services, including public and private pension plans, investment management firms and sponsored investment vehicles, from both the U.S. and abroad. Matt's clients have spearheaded the Firm's litigation efforts in the *BP*, *Fluor*, *McDermott*, *Emergent*, and *Miniso* litigations discussed above.

Matt takes great pride in representing union clients. He got his own union card as a teenager (United Food & Commercial Workers International Union, Local 371), following in the footsteps of his grandfather (International Brotherhood of Teamsters, Local 560).

Before joining Pomerantz, Matt worked at a large full-service firm then plaintiff-side boutique firms in Boston and Connecticut, litigating complex business disputes and securities, consumer, and employment class actions. His pro bono work included securing Social Security benefits for a veteran with non-service-related disabilities.

At the Georgetown University Law Center, Matt made the Dean's List, competed on and coached award-winning teams in the Jessup International Law Moot Court Competition, and was Foreign Publications Editor of the Georgetown International Environmental Law Review. He represented Virginia's Mattaponi Tribe, as part of Georgetown's top-ranked clinical program, in its fight to block a Virginia dam project on ancestral burial grounds.

Matt earned his undergraduate degree from Wesleyan University and has devoted countless post-graduate hours to developing and supporting its pre-law programs and counseling its students and young alumni interested in the legal profession. Matt served as President of the Wesleyan Lawyers Association from 2017–2020.

From 2015–2023, Matt served as volunteer Director of his children's award-winning elementary school and middle school chess clubs, whose 100+ members compete in external tournaments; participate in goodwill exchanges to spread the game to other children; won 2018, 2019, and 2020 grade-level and divisional State Championships; and were named the Connecticut 2021 Scholastic Chess Clubs of the Year. Starting in 2023, Matt has served on the Board of Directors for the Fairfield County Children's Choir, a community-based choral program of children in Grades 4–12 who perform throughout the U.S. and abroad.

He is a member of the Bars the Supreme Court of the United States; the State of New York; the State of Connecticut; the Commonwealth of Massachusetts; the Second and Ninth Circuit Courts of Appeals; and the United States District Courts for the Southern and Eastern District of New York, Connecticut, Massachusetts, the Northern District of Illinois, the Eastern District of Wisconsin, and the Southern District of Texas. He is regularly admitted *pro hac vice* in state and federal courts nationwide.

Austin P. Van

Austin focuses his practice on high-profile securities class actions. In 2020, Austin was named an MVP in Securities Litigation by Law360, as part of an "elite slate of attorneys [who] have distinguished themselves from their peers by securing hard-earned successes in high-stakes litigation, complex global matters and record-breaking deals." Only up to six attorneys nationwide are selected each year as MVPs in Securities Litigation. Austin was named to Benchmark Litigation's "40 and Under Hotlist" in 2020 and 2021. Austin has been recognized by Lawdragon as one of the top 500 Leading Plaintiff Financial Lawyers and has been named as a Recommended Lawyer by The Legal 500. From 2018–2021, Austin was honored as a Super Lawyers® Rising Star.

With Pomerantz Managing Partner Jeremy Lieberman, Austin heads the firm's representation of lead plaintiffs in a securities class action against drug behemoth Mylan N.V. The complaint alleged that Mylan misled investors about wide-ranging wrongful conduct in what some estimate to be the largest price-fixing conspiracy in U.S. history. Austin devised the central theories of the case and authored all three amended complaints in this matter, which has continued to expand. He authored all of lead plaintiffs' three successful opposition briefs to defendants' motions to dismiss, in 2018, 2019, and 2020 respectively, as well as lead plaintiffs' successful arguments for class certification in 2019. In April 2020, the court rejected the Defendants' motion to dismiss the third amended complaint in a precedent-setting decision concerning scheme liability, and certified a class of investors spanning five years, all based on Austin's arguments. He led fact discovery in the matter, which consisted of review and

distillation of millions of documents, orchestrated the Class's thirty fact depositions, and most recently, completed overseeing the Class's submission of five expert reports, totaling thousands of pages of expert disclosures.

Austin was in charge of Pomerantz's securities class action against TechnipFMC, an oil and gas services provider. He uncovered the theory of this case: that TechnipFMC massively overstated its net income in its initial registration statement due to its use of incorrect foreign exchange rates. Austin successfully argued at oral argument in 2018 that the Court should deny defendants' motion to dismiss the central claim in the matter. In 2019, Austin successfully argued lead plaintiff's motion for class certification. He led the class through complete preparations for trial. The case settled in 2020 for approximately \$20 million.

Austin led a successful securities class action at Pomerantz against Rockwell Medical, Inc. and served as co-lead counsel on the matter with another firm. Austin extensively investigated the facts of this case and drafted the operative complaint. At a pre-motion conference for Defendants' motion to dismiss, District Senior Judge Allyn R. Ross stated: "based on what I have reviewed, it is virtually inconceivable to me that the consolidated amended complaint could possibly be dismissed on a Rule 12(b)(6) motion or a Rule 9(b) motion" and that the proposed motion practice "would be a complete waste of time and resources of counsel, of the clients' money, and my time." Defendants declined even to move to dismiss the complaint and settled the case in 2019 for \$3.7 million—a highly favorable settlement for the Class. Austin received a J.D. from Yale Law School, where he was an editor of the Yale Law Journal and the Yale Journal of International Law. He has a B.A. from Yale University and an M.Sc. from the London School of Economics.

Austin is admitted to practice law in New York and New Jersey; the United States District Courts for the Southern and Eastern Districts of New York, the District of New Jersey, the Northern District of Illinois, and the Southern District of Texas; and the United States Courts of Appeals for the First and Second Circuits.

Murielle Steven Walsh

Murielle Steven Walsh joined the Firm in 1998 and was elevated to Partner in 2007. In 2022, Murielle was selected to participate on Law360's Securities Editorial Board. She was named a 2020 Plaintiffs' Lawyer Trailblazer by the *National Law Journal*, an award created to "honor a handful of individuals from each practice area that are truly agents of change" and was also honored as a 2020 Plaintiffs' Trailblazer by the *New York Law Journal*. Murielle was honored in 2019, 2020 and 2021 as a Super Lawyers® "Top-Rated Securities Litigation Attorney," a recognition bestowed on 5% of eligible attorneys in the New York Metro area. Lawdragon named her a Top Plaintiffs' Financial Lawyer in 2019 and 2020.

During her career at Pomerantz, Murielle has prosecuted highly successful securities class action and corporate governance cases. She was one of the lead attorneys litigating *In re Livent Noteholders' Securities Litigation*, a securities class action in which she obtained a \$36 million judgment against the company's top officers, a ruling which was upheld by the Second Circuit on appeal. Murielle was also part of the team litigating *EBC I v. Goldman Sachs*, where the Firm obtained a landmark ruling from the New York Court of Appeals, that underwriters may owe fiduciary duties to their issuer clients in the context of a firm-commitment underwriting of an initial public offering.

Murielle currently leads the high-profile securities class action against Wynn Resorts Ltd., in which Pomerantz is lead counsel. The litigation arises from the company's concealment of a long-running pattern of sexual misconduct against Wynn employees by billionaire casino mogul Stephen Wynn, the company's founder and former Chief Executive Officer. In March 2023, Murielle achieved class certification on behalf of defrauded investors. *Ferris v. Wynn Resorts Ltd.*, No. 18-cv-479 (D. Nev.)

In a securities class action against Ormat Technologies, Inc., Murielle achieved a \$3,750,000 settlement on behalf of defrauded investors in January 2021. Ormat's securities are dual-listed on the NYSE and the Tel Aviv Stock Exchange. Murielle persuaded the district court in exercise supplemental jurisdiction in order to apply U.S. securities law to the claims in the case, regardless of where investors purchased their securities.

Murielle led the Firm's ground-breaking litigation that arose from the popular Pokémon Go game, in which Pomerantz was lead counsel. Pokémon Go is an "augmented reality" game in which players use their smart phones to "catch" Pokémon in real-world surroundings. GPS coordinates provided by defendants to gamers included directing the public to private property without the owners' permission, amounting to an alleged mass nuisance. *In re Pokémon Go Nuisance*, No. 3:16-cv-04300 (N.D. Cal.)

Murielle was co-lead counsel in *Thorpe v. Walter Investment Management Corp.*, No. 14-cv-20880 (S.D. Fla.), a securities fraud class action challenging the defendants' representations that their lending activities were regulatory-compliant, when in fact the company's key subsidiary engaged in rampant violations of federal consumer financial protection laws, subjecting it to various government investigations and enforcement action by the CFPB and FTC. In 2016, the Firm obtained a \$24 million settlement on behalf of the class. She was also co-lead counsel in *Robb v. Fitbit, Inc.*, No. 16-cv-00151 (N.D. Cal.), a securities class action alleging that the defendants misrepresented that their key product delivered "highly accurate" heart rate readings when in fact their technology did not consistently deliver accurate readings during exercise and its inaccuracy posed serious health risks to users of Fitbit's products. The Firm obtained a \$33 million settlement on behalf of the investor class in this action.

In 2018 Murielle, along with then-Senior Partner Jeremy Lieberman, achieved a \$3,300,000 settlement for the Class in the Firm's case against Corinthian Colleges, one of the largest for-profit college systems in the country, for alleged misrepresentations about its job placement rates, compliance with applicable regulations, and enrollment statistics. Pomerantz prevailed in the motion to dismiss the proceedings, a particularly noteworthy victory because Chief Judge George King of the Central District of California had dismissed two prior lawsuits against Corinthian with similar allegations. *Erickson v. Corinthian Colleges, Inc.*, No. 2:13-cv-07466 (C.D. Cal.).

Murielle serves as a member and on the Executive Committee of the Board of Trustees of the non-profit organization Court Appointed Special Advocates for Children ("CASA") of Monmouth County. She also served on the Honorary Steering Committee of Equal Rights Advocates ("ERA"), which focuses on and discusses specific issues that women face in the legal profession. ERA is an organization that protects and expands economic and educational access and opportunities for women and girls. In the past, Murielle served as a member of the editorial board for Class Action Reports, a Solicitor for the Legal Aid Associates Campaign, and has been involved in political asylum work with the Association of the Bar of the City of New York.

Murielle serves on the Firm's Anti-Harassment and Discrimination Committee.

Murielle graduated *cum laude* from New York Law School in 1996, where she was the recipient of the Irving Mariash Scholarship. During law school, Murielle interned with the Kings County District Attorney and worked within the mergers and acquisitions group of Sullivan & Cromwell.

Murielle is admitted to practice in New York; the United States District Court for the Southern District of New York; and the United States Courts of Appeals for the Second and Sixth Circuits.

Tamar A. Weinrib

Tamar A. Weinrib joined Pomerantz in 2008. She was Of Counsel to the Firm from 2014 through 2018 and was elevated to Partner in 2019. In 2020, The Legal 500 honored her as a Next Generation Partner. Tamar was named a 2018 Rising Star under 40 years of age by Law360, a prestigious honor awarded to a select few “top litigators and dealmakers practicing at a level usually seen from veteran attorneys.” Tamar has been recognized by Super Lawyers® as a 2021 “Top-Rated Securities Litigation Attorney;” she was honored as a New York Metro Rising Star every year from 2014 to 2019.

In 2019, Tamar and Managing Partner Jeremy Lieberman achieved a \$27 million settlement for the Class in *Strougo v. Barclays PLC*, a high-profile securities class action in which Pomerantz was Lead Counsel. Plaintiffs alleged that Barclays PLC misled institutional investor clients about the extent of the banking giant’s use of so-called “dark pool” trading systems. This case turned on the duty of integrity owed by Barclays to its clients. In November 2016, Tamar and Jeremy achieved precedent-setting victories for investors, when the Second Circuit Court of Appeals held that direct evidence of price impact is not always necessary to demonstrate market efficiency to invoke the presumption of reliance, and that defendants seeking to rebut the presumption of reliance must do so by a preponderance of the evidence rather than merely meeting a burden of production. In 2018, Tamar successfully opposed Defendants’ petition to the Supreme Court for a writ of certiorari.

In approving the settlement in *Strougo v. Barclays PLC* in June 2019, Judge Victor Marrero of the Southern District of New York stated:

Let me thank counsel on both sides for the extraordinary work both sides did in bringing this matter to a reasonable conclusion. As the parties have indicated, the matter was intensely litigated, but it was done in the most extraordinary fashion with cooperation, collaboration, and high levels of professionalism on both sides, so I thank you.

Tamar headed the litigation of *In re Delcath Systems, Inc. Securities Litigation*, in which Pomerantz achieved a settlement of \$8,500,000 for the class. She successfully argued before the Second Circuit in *In re China North East Petroleum Securities Litigation*, to reverse the district court’s dismissal of the defendants on scienter grounds.

Among other securities fraud class actions that Tamar led to successful settlements are *KB Partners I, L.P. v. Pain Therapeutics, Inc.* (\$8,500,000); *New Oriental Education & Technology Group, Inc.* (\$3,150,000); and *Whiteley v. Zynherba Pharmaceuticals, Inc. et al.* (\$4,000,000).

Before coming to Pomerantz, Tamar had over three years of experience as a litigation associate in the New York office of Clifford Chance US LLP, where she focused on complex commercial litigation. Tamar

has successfully tried pro bono cases, including two criminal appeals and a housing dispute filed with the Human Rights Commission.

Tamar graduated from Fordham University School of Law in 2004 and while there, won awards for successfully competing in and coaching Moot Court competitions.

Tamar is admitted to practice in New York; the United States District Courts for the Southern and Eastern Districts of New York; and the United States Courts of Appeals for the Second, Third, Fourth, and Ninth Circuits.

Michael J. Wernke

Michael J. Wernke joined Pomerantz as Of Counsel in 2014 and was elevated to Partner in 2015. He was named a 2020 Plaintiffs' Lawyer Trailblazer by the *National Law Journal*, an award created to "honor a handful of individuals from each practice area that are truly agents of change."

Michael, along with Managing Partner Jeremy Lieberman, led the litigation in *Pirnik v. Fiat Chrysler Automobiles N.V. et al.*, No. 1:15-cv-07199-JMF (S.D.N.Y), in which the Firm, as Lead Counsel, achieved a \$110 million settlement for the class. This high-profile securities class action alleges that Fiat Chrysler concealed from investors that it improperly outfitted its diesel vehicles with "defeat device" software designed to cheat NOx emissions regulations in the U.S. and Europe, and that regulators had accused Fiat Chrysler of violating the emissions regulations. The *Fiat Chrysler* recovery provides the class of investors with as much as 20% of recoverable damages—an excellent result when compared to historical statistics in class action settlements, where typical recoveries for cases of this size are between 1.6% and 3.3%.

Michael led the securities class action *Zwick Partners, LP v. Quorum Health Corp., et al.*, No. 3:16-cv-2475, achieving a settlement of \$18,000,000 for the class in June 2020. The settlement represented between 12.7% and 42.9% of estimated recoverable damages. Plaintiff alleged that defendants misrepresented to investors the poor prospects of hospitals that the parent company spun off into a stand-alone company. In defeating defendants' motions to dismiss the complaint, Michael successfully argued that company from which Quorum was spun off was a "maker" of the false statements even though all the alleged false statements concerned only Quorum's financials and the class involved only purchasers of Quorum's common stock. This was a tremendous victory for plaintiffs, as cases alleging false statements of goodwill notoriously struggle to survive motions to dismiss.

Along with Managing Partner Jeremy Lieberman, Michael leads the Firm's individual action against pharmaceutical giant Teva Pharmaceutical Industries Ltd. and Teva Pharmaceuticals USA, Inc. (together, "Teva"), and certain of Teva's current and former employees and officers, relating to alleged anticompetitive practices in Teva's sales of generic drugs. Teva is a dual-listed company; the Firm represents several Israeli institutional investors who purchased Teva shares on the Tel Aviv Stock Exchange. In early 2021, Pomerantz achieved a major victory for global investors when the district court agreed to exercise supplemental jurisdiction over the Israeli law claims. *Clal Insurance Company Ltd. v. Teva Pharmaceutical Industries Ltd.*

In December 2018, Michael, along with Pomerantz Managing Partner Jeremy A. Lieberman, secured a \$31 million partial settlement with three defendants in *In re Libor Based Financial Instruments Antitrust Litigation*, a closely watched multi-district litigation, which concerns the LIBOR rigging scandal.

In October 2018, Michael secured a \$15 million settlement in *In re Symbol Technologies, Inc. Securities Litigation*, No. 2:05-cv-03923-DRH-AKT (E.D.N.Y.), a securities class action that alleges that, following an accounting fraud by prior management, Symbol's management misled investors about the state of its internal controls and the Company's ability to forecast revenues.

He was Lead Counsel in *Thomas v. Magnachip Semiconductor Corp.*, in which he achieved a \$23.5 million partial settlement with certain defendants, securing the settlement despite an ongoing investigation by the Securities and Exchange Commission and shareholder derivative actions. He played a leading role in *In re Lumber Liquidators, Inc. Securities Litigation*, in which Pomerantz, as Co-Lead Counsel, achieved a settlement of \$26 million in cash and 1,000,000 shares of Lumber Liquidators common stock for the Class. Michael also secured a \$7 million settlement (over 30% of the likely recoverable damages) in the securities class action *Todd v. STAAR Surgical Company, et al.*, No. 14-cv-05263-MWF-RZ (C.D. Cal.), which alleged that STAAR concealed from investors violations of FDA regulations that threatened the approval of STAAR's long awaited new product.

In the securities class action *In re Atossa Genetics, Inc. Securities Litigation*, No. 13-cv-01836-RSM (W.D. Wash.), Michael secured a decision by the Ninth Circuit Court of Appeals that reversed the district court's dismissal of the complaint. The Ninth Circuit held that the CEO's public statements that the company's flagship product had been approved by the FDA were misleading despite the fact that the company's previously filed registration statement stated that that the product did not, at that time, require FDA approval.

During the nine years prior to coming to Pomerantz, Michael was a litigator with Cahill Gordon & Reindel LLP, with his primary focus in the securities defense arena, where he represented multinational financial institutions and corporations, playing key roles in two of only a handful of securities class actions to go to jury verdict since the passage of the PSLRA.

In 2020 and 2021, Michael was honored as a Super Lawyers® "Top Rated Securities Litigation Attorney." In 2014 and 2015, he was recognized as a Super Lawyers® New York Metro Rising Star.

Michael received his J.D. from Harvard Law School in 2004. He also holds a B.S. in Mathematics and a B.A. in Political Science from Ohio State University, where he graduated *summa cum laude*.

He serves on the Firm's Anti-Harassment and Discrimination Committee.

Michael is admitted to practice in New York; the United States District Court for the Southern District of New York; and the United States Supreme Court.

Senior Counsel

Stanley M. Grossman

Stanley M. Grossman, Senior Counsel, is a former Managing Partner of Pomerantz. Widely recognized as a leader in the plaintiffs' securities bar, he was honored in 2020 with a Lifetime Achievement award by the *New York Law Journal*. Martindale Hubbell awarded Stan its 2021 AV Preeminent Rating®, "given to attorneys who are ranked at the highest level of professional excellence for their legal expertise, communication skills, and ethical standards by their peers." Stan was selected by *Super Lawyers*® as an outstanding attorney in the United States for the years 2006 through 2020 and was featured in the *New York Law Journal* article *Top Litigators in Securities Field—A Who's Who of City's Leading Courtroom Combatants*. Lawdragon named Stan a Leading Plaintiff Financial Lawyer in 2019 and 2020, and in 2021, he was inducted into the Lawdragon Hall of Fame. In 2013, Brooklyn Law School honored Stan as an Alumnus of the Year.

Stan has primarily represented plaintiffs in securities and antitrust class actions, including many of those listed in the Firm biography. *See, e.g., Ross v. Bernhard*, 396 U.S. 531 (1970); *Rosenfeld v. Black*, 445 F.2d 137 (2d Cir. 1971); *Wool v. Tandem Computers, Inc.*, 818 F.2d 1433 (9th Cir. 1987); and *In re Salomon Bros. Treasury Litig.*, 9 F.3d 230 (2d Cir. 1993). In 2008 he appeared before the United States Supreme Court to argue that scheme liability is actionable under Section 10(b) and Rule 10b-5(a) and (c). *See StoneRidge Inv. Partners, LLC v. Sci.-Atlanta, Inc.*, No. 06-43 (2008). Other cases where he was the Lead or Co-Lead Counsel include: *In re Salomon Brothers Treasury Litigation*, No. 91 Civ. 5471 (S.D.N.Y. 1994) (\$100 million cash recovery); *In re First Executive Corporation Securities Litigation*, No. CV-89-7135 (C.D. Cal. 1994) (\$100 million settlement); and *In re Sorbates Direct Purchaser Antitrust Litigation*, No. C98-4886 (N.D. Cal. 2000) (over \$80 million settlement for the class).

In 1992, Senior Judge Milton Pollack of the Southern District of New York appointed Stan to the Executive Committee of counsel charged with allocating to claimants hundreds of millions of dollars obtained in settlements with Drexel Burnham & Co. and Michael Milken.

Many courts have acknowledged the high quality of legal representation provided to investors by Stan. In *Gartenberg v. Merrill Lynch Asset Management, Inc.*, No. 79 Civ. 3123 (S.D.N.Y.), where Stan was lead trial counsel for plaintiff, Judge Pollack noted at the completion of the trial:

[I] can fairly say, having remained abreast of the law on the factual and legal matters that have been presented, that I know of no case that has been better presented so as to give the Court an opportunity to reach a determination, for which the court thanks you.

Stan was also the lead trial attorney in *Rauch v. Bilzerian* (N.J. Super. Ct.) (directors owed the same duty of loyalty to preferred shareholders as common shareholders in a corporate takeover), where the court described the Pomerantz team as "exceptionally competent counsel." He headed the six week trial on liability in *Walsh v. Northrop Grumman* (E.D.N.Y.) (a securities and ERISA class action arising from Northrop's takeover of Grumman), after which a substantial settlement was reached.

Stan frequently speaks at law schools and professional organizations. In 2010, he was a panelist on *Securities Law: Primary Liability for Secondary Actors*, sponsored by the Federal Bar Council, and he

presented *Silence Is Golden—Until It Is Deadly: The Fiduciary’s Duty to Disclose*, at the Institute of American and Talmudic Law. In 2009, Stan was a panelist on a Practising Law Institute “Hot Topic Briefing” entitled *StoneRidge—Is There Scheme Liability or Not?*

Stan served on former New York State Comptroller Carl McCall’s Advisory Committee for the NYSE Task Force on corporate governance. He is a former president of NASCAT. During his tenure at NASCAT, he represented the organization in meetings with the Chairman of the Securities and Exchange Commission and before members of Congress and of the Executive Branch concerning legislation that became the PSLRA.

Stan served for three years on the New York City Bar Association’s Committee on Ethics, as well as on the Association’s Judiciary Committee. He is actively involved in civic affairs. He headed a task force on behalf of the Association, which, after a wide-ranging investigation, made recommendations for the future of the City University of New York. He was formerly on the board of the Appleseed Foundation, a national public advocacy group.

Stan is admitted to practice in New York; the United States District Courts for the Southern and Eastern Districts of New York, Central District of California, Eastern District of Wisconsin, District of Arizona, District of Colorado; the United States Courts of Appeals for the First, Second, Third, Ninth and Eleventh Circuits; and the United States Supreme Court.

Marc I. Gross

Marc I. Gross is Senior Counsel at Pomerantz LLP where he has litigated securities fraud class actions for over four decades, serving as its Managing Partner from 2009 to 2016. His major lawsuits include SAC Capital (Steven Cohen—insider trading); Chesapeake Energy (Aubrey McClendon—insider bail out); Citibank (analyst Jack Grubman—false AT&T stock recommendation); and Charter Communications (Paul Allen—accounting fraud). He also litigated market efficiency issues in the firm’s landmark \$3 billion recovery in *Petrobras*.

Mr. Gross has also served as President of the Institute of Law and Economic Policy (“ILEP”), which has organized symposiums each year where leading academics have presented papers on securities law and consumer protection issues. These papers have been cited in over 200 cases, including several in the United States Supreme Court. <http://www.ilep.org>.

Mr. Gross has addressed numerous forums in the United States on shareholder-related issues, including ILEP; Loyola-Chicago School of Law’s Institute for Investor Protection Conference; the National Conference on Public Employee Retirement Systems’ (“NCPERS”) Legislative Conferences; PLI conferences on Current Trends in Securities Law; a panel entitled *Enhancing Consistency and Predictability in Applying Fraud-on-the-Market Theory*, sponsored by the Duke Law School Center for Judicial Studies, as well as securities law students at NYU and Georgetown Law schools.

Among other articles, Mr. Gross authored *Cooking Books? The Valuation Treadmill*, 50 Sec. Reg. L. Jrl. 363 (2022); *Reputation and Securities Litigation*, 47 Sec. Reg. I Jrl. 99 (2019) *Back to Basic(s): Common Sense Trumps Econometrics*, N.Y.L.J. (Jan. 8, 2018) (with Jeremy Lieberman); and *Class Certification in a Post-Halliburton II World*, 46 Loyola-Chicago L.J. 485 (2015).

Mr. Gross was honored in 2022 by T'ruah, the Rabbinic Call to Human Rights, for his pro bono work in support of the Coalition of Immokalee Workers in Florida in their battle for recognition by Wendy's Restaurants, and recently joined the Board of Mainchance, a homeless drop-in shelter operating in Manhattan.

Mr. Gross is a graduate of NYU Law '76 and Columbia College '73.

Patrick V. Dahlstrom

Patrick Dahlstrom joined Pomerantz as an associate in 1991 and was elevated to Partner in January 1996. He served as Co-Managing Partner with Jeremy Lieberman in 2017 and 2018 and is now Senior Counsel. Patrick heads the Firm's Chicago office. He was honored as a Super Lawyers® "Top-Rated Securities Litigation Attorney" from 2018–2021 in both Securities Litigation and Appellate matters. In 2021, Patrick was inducted into the Lawdragon Hall of Fame.

Patrick, a member of the Firm's Institutional Investor Practice and New Case Groups, has extensive experience litigating cases under the PSLRA. He led *In re Comverse Technology, Inc. Securities Litigation*, No. 06-CV-1825 (E.D.N.Y.), in which the Firm, as Lead Counsel, recovered a \$225 million settlement for the Class—the second-highest ever for a case involving back-dating options, and one of the largest recoveries ever from an individual officer-defendant, the company's founder and former CEO. In *Comverse*, the Firm obtained an important clarification of how courts calculate the "largest financial interest" in connection with the selection of a Lead Plaintiff, in a manner consistent with *Dura Pharmaceuticals, Inc. v. Broudo*, 544 U.S. 336 (2005). Judge Garaufis, in approving the settlement, lauded Pomerantz: "The court also notes that, throughout this litigation, it has been impressed by Lead Counsel's acumen and diligence. The briefing has been thorough, clear, and convincing, and . . . Lead Counsel has not taken short cuts or relaxed its efforts at any stage of the litigation."

In *DeMarco v. Robertson Stephens, Inc.*, 228 F.R.D. 468 (S.D.N.Y. 2005), Patrick obtained the first class certification in a federal securities case involving fraud by analysts.

Patrick's extensive experience in litigation under the PSLRA has made him an expert not only at making compelling arguments on behalf of Pomerantz's clients for Lead Plaintiff status, but also in discerning weaknesses of competing candidates. *In re American Italian Pasta Co. Securities Litigation* and *Comverse* are the most recent examples of his success in getting our clients appointed sole Lead Plaintiff despite competing motions by numerous impressive institutional clients.

Patrick was a member of the trial team in *In re ICN/Viratek Securities Litigation* (S.D.N.Y. 1997), which, after trial, settled for \$14.5 million. Judge Wood praised the trial team: "[P]laintiffs counsel did a superb job here on behalf of the class . . . This was a very hard fought case. You had very able, superb opponents, and they put you to your task . . . The trial work was beautifully done and I believe very efficiently done."

Patrick's speaking engagements include interviews by NBC and the CBC regarding securities class actions, and among others, a presentation at the November 2009 State Association of County Retirement Systems Fall Conference as the featured speaker at the Board Chair/Vice Chair Session entitled: "Cleaning Up After the 100 Year Storm. How trustees can protect assets and recover losses

following the burst of the housing and financial bubbles.”

Patrick is a 1987 graduate of the Washington College of Law at American University in Washington, D.C., where he was a Dean’s Fellow, Editor in Chief of the *Administrative Law Journal*, a member of the Moot Court Board representing Washington College of Law in the New York County Bar Association’s Antitrust Moot Court Competition, and a member of the Vietnam Veterans of America Legal Services/Public Interest Law Clinic. Upon graduating, Patrick served as the Pro Se Staff Attorney for the United States District Court for the Eastern District of New York and was a law clerk to the Honorable Joan M. Azrack, United States Magistrate Judge.

Patrick is admitted to practice in New York and Illinois; the United States District Courts for the Southern and Eastern Districts of New York, Northern District of Illinois, Northern District of Indiana, Eastern District of Wisconsin, District of Colorado, and Western District of Pennsylvania; the United States Courts of Appeals for the First, Fourth, Sixth, Seventh, Eighth, and Ninth Circuits; and the United States Supreme Court.

Of Counsel

Samuel J. Adams

Samuel J. Adams became an Associate at Pomerantz in January 2012 and was elevated to Of Counsel to the Firm in 2021. He has been recognized as a Super Lawyers® “Rising Star” every year from 2015 through 2021.

Sam focuses his practice on corporate governance litigation and has served as a member of the litigation team in numerous actions that concluded in successful resolutions for stockholders. He was an integral member of the litigation team that secured a \$5.6 million settlement on behalf of a class of shareholders of Physicians Formula Holdings, Inc. following an ignored merger offer. *In re Physicians Formula Holdings, Inc. S’holder Litig.*, C.A. No. 7794-VCL (Del. Ch. Ct.). Sam was also instrumental in achieving a settlement in *Strougo v. Hollander*, C.A. No. 9770-CB (Del. Ch. Ct.) which provided for a 25% price increase for members of the class cashed out in the going-private transaction and established that fee-shifting bylaws adopted after a challenged transaction do not apply to stockholders affected by the transaction. Additionally, he was on the team of Pomerantz attorneys who obtained the elimination of stand-still provisions that allowed third parties to bid for Great Wolf Resorts, Inc., resulting in the emergence of a third-party bidder and approximately \$94 million (57%) in additional merger consideration for Great Wolf shareholders. *In re Great Wolf Resorts, Inc. S’holder Litig.*, C.A. No. 7328-VCN (Del. Ch.).

Sam is a 2009 graduate of the University of Louisville Louis D. Brandeis School of Law. While in law school, he was a member of the National Health Law Moot Court Team. He also participated in the Louis D. Brandeis American Inn of Court.

Sam is admitted to practice in New York; the United States District Courts for the Southern, Northern, and Eastern Districts of New York and the Eastern District of Wisconsin; and the United States Court of Appeals for the Fifth Circuit.

Ari Y. Basser

Ari Y. Basser joined Pomerantz as an associate in April 2019 and was elevated to Of Counsel in January 2022. He focuses his practice on strategic consumer litigation by representing consumers in unfair competition, fraud, false advertising, and auto defect actions that recover monetary and injunctive relief on behalf of class members while also advocating for important consumer rights. Ari has successfully prosecuted claims involving California's Unfair Competition Law, California's Consumers Legal Remedies Act, the Song-Beverly Consumer Warranty Act, and the Magnusson-Moss Warranty Act.

Prior to joining Pomerantz, Ari was an associate at major litigation law firms in Los Angeles. Ari also worked as a Law Clerk in the Economic Crimes Unit of the Santa Clara County Office of the District Attorney. Ari has litigated antitrust violations, product defect matters, and a variety of fraud and misrepresentation cases brought under state and federal consumer protection statutes involving unfair competition and false advertising. He has also been deputized in private attorneys general enforcement actions to recover civil penalties from corporations, on behalf of the State of California, for violations of the Labor Code.

Ari is a contributing author to the *Competition Law Journal*, the official publication of the Antitrust, UCL, and Privacy Section of the State Bar of California, where he has examined trends in antitrust litigation and the regulatory authority of the Federal Trade Commission.

Ari received dual degrees in Economics and Psychology from the University of California, San Diego in 2004. He earned his Juris Doctor in 2010 from Santa Clara University School of Law.

Cheryl D. Hamer

Cheryl D. Hamer joined Pomerantz in 2003 as an associate, served as a partner from 2007 to 2015 and is now Of Counsel to the Firm. She is based in San Diego.

Before joining Pomerantz, she served as counsel to nationally known securities class action law firms focusing on the protection of investors rights. In private practice for over 20 years, she has litigated, at both state and federal levels, Racketeer Influenced and Corrupt Organizations, Continuing Criminal Enterprise, death penalty and civil rights cases and grand jury representation. She has authored numerous criminal writs and appeals.

Cheryl was an Adjunct Professor at American University, Washington College of Law from 2010–2011 and served as a pro bono attorney for the Mid-Atlantic Innocence Project. She was an Adjunct Professor at Pace University, Dyson College of Arts and Sciences, Criminal Justice Program and The Graduate School of Public Administration from 1996–1998. She has served on numerous non-profit boards of directors, including Shelter From The Storm, the Native American Preparatory School and the Southern California Coalition on Battered Women, for which she received a community service award.

Cheryl has been a member of the Litigation and Individual Rights and Responsibilities Sections of the American Bar Association, the Corporation, Finance & Securities Law and Criminal Law and Individual Rights Sections of the District of Columbia Bar, the Litigation and International Law Sections of the California State Bar, and the National Association of Public Pension Attorneys (NAPPA) and represents the Firm as a member of the Council of Institutional Investors (CII), the National Association of State

Treasurers (NAST), the National Conference on Public Employees Retirement Systems (NCPERS), the International Foundation of Employee Benefit Plans (IFEBP), the State Association of County Retirement Systems (SACRS), the California Association of Public Retirement Systems (CALAPRS) and The Association of Canadian Pension Management (ACPM/ACARR).

Cheryl is a 1973 graduate of Columbia University and a 1983 graduate of Lincoln University Law School. She studied tax law at Golden Gate University and holds a Certificate in Journalism from New York University and a Certificate in Photography: Images and Techniques from The University of California San Diego.

Louis C. Ludwig

Louis C. Ludwig joined Pomerantz in April 2012 and was elevated to Of Counsel to the Firm in 2019. He has been honored as a 2016 and 2017 Super Lawyers® Rising Star and as a 2018 and 2019 Super Lawyers® Top-Rated Securities Litigation Attorney.

Louis focuses his practice on securities litigation, and has served as a member of the litigation team in multiple actions that concluded in successful settlements for the Class, including *Satterfield v. Lime Energy Co.*, (N.D. Ill.); *Blitz v. AgFeed Industries, Inc.* (M.D. Tenn.); *Frater v. Hemispherx Biopharma, Inc.* (E.D. Pa.); *Bruce v. Suntech Power Holdings Co.* (N.D. Cal.); *In re: Groupon, Inc. Securities Litigation* (N.D. Ill.); *Flynn v. Sientra, Inc.* (C.D. Cal.); *Thomas v. MagnaChip Semiconductor Corp.* (N.D. Cal.); *In re: AVEO Pharmaceuticals, Inc. Securities Litigation* (N.D. Cal.); and *In re: Akorn, Inc. Securities Litigation* (N.D. Ill.).

Louis graduated from Rutgers University School of Law in 2007, where he was a Dean's Law Scholarship Recipient. He served as a law clerk to the Honorable Arthur Bergman, Superior Court of New Jersey. Prior to joining Pomerantz, Louis specialized in litigating consumer protection class actions at Bock & Hatch LLC in Chicago, Illinois.

Louis is admitted to practice in New Jersey and Illinois; the United States District Courts for the District of New Jersey and the Northern District of Illinois; and the United States Courts of Appeals for the Seventh and Ninth Circuits.

Jonathan D. Park

Jonathan D. Park joined Pomerantz as Of Counsel in April 2022. Prior to joining Pomerantz, he was associated with a prominent plaintiff-side litigation firm, where he represented clients in securities and investment litigation. He is regularly recognized as a Super Lawyers® Rising Star.

Jonathan focuses his practice on securities litigation. He is currently pursuing claims against Twitter concerning its cybersecurity practices and user metrics. Jonathan was a key member of the litigation teams that obtained settlements in *Poirier v. Bakkt Holdings, Inc.* (E.D.N.Y.) and *Lako v. LoanDepot, Inc.* (C.D. Cal.). Prior to joining Pomerantz, he was a member of the litigation team that obtained \$19 million for the class in *In re Synchronoss Technologies, Inc. Securities Litigation*, and he represented investors in *In re JPMorgan Chase & Co. Securities Litigation*, which arose from the "London Whale" scandal and was settled for \$150 million. He has also represented investors in opt-out securities actions against pharmaceutical manufacturers and other companies.

Jonathan also has experience representing investors in breach of contract actions. He was the primary associate representing institutional investors injured by the early redemption of bonds issued by CoBank, ACB and AgriBank, FCB. In the litigation against CoBank, the plaintiffs secured a summary judgment ruling on liability, and in the litigation against AgriBank, the plaintiffs defeated a motion to dismiss, permitting the claims to proceed though the plaintiffs were beneficial owners and not record holders of the bonds at issue. Both cases were resolved on confidential terms.

At the New York City Bar Association, Jonathan has served on the Task Force on Puerto Rico, the New Lawyers Council, and the International Human Rights Committee. He also served on the board of his non-profit running club, the Dashing Whippets Running Team.

Jonathan earned his J.D. in 2013 from Fordham University School of Law, where he served on the school's Moot Court Board as the Editor of the Jessup International Law Competition Team. During law school, he was a Crowley Scholar in International Human Rights, received the Archibald R. Murray Public Service Award, and interned with a refugee law project in Cairo, Egypt. He received a B.A. in 2006 from Vassar College, where he majored in Africana Studies.

Lesley Portnoy

Lesley Portnoy joined Pomerantz as Of Counsel in January 2020, bringing to the Firm more than a decade of experience representing investors and consumers in recovering losses caused by corporate fraud and wrongdoing. Lesley is based in Los Angeles.

Lesley has assisted in the recovery of billions of dollars on behalf of aggrieved investors, including the victims of the Bernard M. Madoff bankruptcy. Courts throughout the United States have appointed him as Lead Counsel to represent investors in securities fraud class actions. Lesley has been recognized as a Super Lawyers® Rising Star every year from 2017 through 2021.

As Co-Lead Counsel with Pomerantz in *In re Yahoo!, Inc. Sec. Litig.*, a high-profile class action litigation against Yahoo!, Inc., Lesley helped achieve an \$80 million settlement for the Class in 2018. The case involved the biggest data breaches in U.S. history, in which over 3 billion Yahoo accounts were compromised.

Other securities fraud cases that Lesley successfully litigated include *Parmelee v. Santander Consumer USA Holdings, Inc.*; *In re Fifth Street Asset Management, Inc. Sec. Litig.*; *In re ITT Educational Services, Inc. Sec. Litig.*; *In re Penn West Petroleum Ltd. Sec. Litig.*; *Elkin v. Walter Investment Management Corp.*; *In re CytRx Corporation Sec. Litig.*; *Carter v. United Development Funding IV*; and *In re Akorn, Inc. Sec. Litig.*

Lesley received his B.A. in 2004 from the University of Pennsylvania. In 2009, he simultaneously received his JD magna cum laude from New York Law School and his Master's of Business Administration from City University of New York. At New York Law School, Lesley was on the Dean's List—High Honors and an Articles Editor for the New York Law School Law Review.

Lesley is admitted to practice in New York and California; the United States District Courts for the Southern and Eastern Districts of New York, the Central, Northern, and Southern Districts of California and the Northern District of Texas; and the United States Court of Appeals for the Second Circuit.

Jennifer Banner Sobers

Jennifer Banner Sobers is Of Counsel to the Firm.

In 2021, Jennifer was honored as a Super Lawyers® “Top-Rated Securities Litigation Attorney”. She was also named a 2020 Rising Star by Super Lawyers®, Law360, and the *New York Law Journal*, all separate and highly competitive awards that honor attorneys under 40 whose legal accomplishments transcend their age. After a rigorous nomination and vetting process, Jennifer was honored in 2019 and 2020 as a member of the National Black Lawyers Top 100, an elite network of the top 100 African American attorneys from each state.

Jennifer played an integral role on the team litigating *In re Petrobras Securities Litigation*, in the Southern District of New York, a securities class action arising from a multi-billion-dollar kickback and bribery scheme involving Brazil’s largest oil company, Petróleo Brasileiro S.A.–Petrobras. The Firm, as sole Lead Counsel, achieved a historic \$3 billion settlement on behalf of investors in Petrobras securities. Among Jennifer’s contributions to the team’s success were: managing the entire third-party discovery in the United States, which resulted in the discovery of key documents and witnesses; deposing several underwriter bank witnesses; drafting portions of Plaintiffs’ amended complaints that withstood motions to dismiss the claims and Plaintiffs’ successful opposition to Defendants’ appeal in the Second Circuit, which resulted in precedential rulings, including the Court rejecting the heightened ascertainability requirement for obtaining class certification that had been imposed by other circuit courts; and second chaired argument in the Second Circuit that successfully led to the Court upholding the award of sanctions against a professional objector challenging the integrity of the settlement.

Jennifer played a leading role in *In re Toronto-Dominion Bank Securities Litigation*, an action in the District of New Jersey alleging a multi-year fraud arising from underlying retail banking misconduct by one of Canada’s largest banks that was revealed by investigative news reports. Jennifer undertook significant work drafting the briefing to oppose Defendants’ motion to dismiss the claims, which the Court denied. She oversaw the discovery in the action, which included, among other things, heading the complicated process of obtaining documents in Canada and being a principal drafter of the motion to partially lift the PSLRA stay in order to obtain discovery. Jennifer successfully presented oral argument which led to the Court approval of a \$13.25 million class-wide settlement.

U.S. District Judge Noel L. Hillman, in approving the *Toronto-Dominion Bank* settlement, stated, “I commend counsel on both sides for their hard work, their very comprehensive and thoughtful submissions during the motion practice aspect of this case. I paused on it because it was a hard case. I paused on it because the lawyering was so good. So, I appreciate from both sides your efforts.” He added, “It’s clear to me that this was comprehensive, extensive, thoughtful, meaningful litigation leading up to the settlement.” Singling out Pomerantz’s role as lead counsel, the judge also said, “This settlement appears to have been obtained through the hard work of the Pomerantz firm . . . It was through their efforts and not piggybacking on any other work that resulted in this settlement.”

Jennifer was a key member of the team litigating individual securities actions against BP p.l.c. in the Northern District of Texas on behalf of institutional investors in BP p.l.c. to recover losses in BP’s common stock (which trades on the London Stock Exchange), arising from BP’s 2010 Gulf oil spill. The actions were resolved in 2021 in a confidential, favorable monetary settlement for all 35 Firm clients.

Jennifer was a lead litigator in *Crutchfield v. Match Group, Inc.* Jennifer was also a key member of the litigation teams of other nationwide securities class action cases, including: *In re Ubiquiti Networks, Inc. Sec. Litig.*, an action in the Southern District of New York, for which Jennifer was one of the principal drafters of the amended complaint—the strength of which led the Court to deny permission to the defendants to file a formal motion to dismiss it—which secured a court-approved \$15 million class-wide settlement; *In re KaloBios Pharmaceuticals, Inc. Securities Litigation*, an action in the Northern District of California, which successfully secured settlements from the bankrupt company and its jailed CEO worth over \$3.25 million for the Class that were approved by the Court as well as the bankruptcy court; *Perez v. Higher One Holdings, Inc.*, an action in the District of Connecticut, for which Jennifer was one of the principal drafters of the successful opposition to Defendants’ motion to dismiss, and which secured a court-approved \$7.5 million class-wide settlement; *Edwards v. McDermott Int’l, Inc.*; *Chun v. Fluor Corp.*; and *Kendall v. Odonate Therapeutics, Inc.*

Prior to joining Pomerantz, Jennifer was an associate with a prominent law firm in New York where her practice focused on complex commercial litigation, including securities law and accountants’ liability. An advocate of pro bono representation, Jennifer earned the Empire State Counsel honorary designation from the New York State Bar Association and received an award from New York Lawyers for the Public Interest for her pro bono work.

Jennifer received her B.A. from Harvard University (with honors), where she was on the Dean’s List, a Ron Brown Scholar, and a recipient of the Harvard College Scholarship. She received her J.D. from University of Virginia School of Law where she was a participant in the Lile Moot Court Competition and was recognized for her pro bono service.

She is a member of the Securities Litigation and Public Service Committees of the Federal Bar Council, and the New York City Bar Association.

Jennifer is admitted to practice in New York; the United States District Court for the Southern and Eastern Districts of New York; and the United States Courts of Appeals for the Second and Ninth Circuits.

Nicolas Tatin

French lawyer Nicolas Tatin joined Pomerantz in April 2017 as Of Counsel. He heads the Firm’s Paris office and serves as its Director-Business Development Consultant for France, Benelux, Monaco and Switzerland. Nicolas advises institutional investors in the European Union on how best to evaluate losses to their investment portfolios attributable to financial misconduct, and how best to maximize their potential recoveries in U.S. and international securities litigations.

Nicolas was previously a financial lawyer at ERAFP, France’s €24bn pension and retirement fund for civil servants, where he provided legal advice on the selection of management companies and the implementation of mandates entrusted to them by ERAFP.

Nicolas began his career at Natixis Asset Management, before joining BNP Paribas Investment Partners, where he developed expertise in the legal structuring of investment funds and acquired a global and cross-functional approach to the asset management industry.

Nicolas graduated in International law and received an MBA from IAE Paris, the Sorbonne Graduate Business School.

Associates

Genc Arifi

Genc Arifi focuses his practice on securities litigation.

Prior to joining Pomerantz in its Chicago office, Genc was an associate with a prominent Chicago law firm and represented an expansive range of businesses in employment law matters as well as complex commercial litigation in both state and federal courts. Genc's experience includes handling complex civil matters, such as cases arising out of the Racketeer Influenced and Corrupt Organizations Act (RICO), shareholder derivative lawsuits, and employment law matters. He has also advised technology start-up clients as well as established financial institutions with risk assessment and litigation strategies.

Genc earned his J.D. from DePaul University College of Law and his B.S. from Western Illinois University, *summa cum laude*. He demonstrated strong academic credentials throughout law school; most notably when he achieved the highest grade in Business Organizations, which earned him the CALI Excellence for the Future Award. Genc was a recipient of the Dean's Certificate of Service awarded to law students who provided 100 hours of community service. Genc participated in a criminal appeals clinic and successfully reduced an indigent client's prison sentence.

Genc is co-author of "Valuation," Chapter 6 in "Disputes Involving Closely Held Companies 2020 Edition." Published by the Illinois Institute for Continuing Legal Education in Feb. 2020, it is the essential guide for Illinois attorneys who represent closely held corporations, partnerships, or LLCs.

Genc currently serves as the Secretary and board member of the Albanian-American Community of Illinois, a 501(c)(3) non-profit whose mission is to preserve and promote Albanian culture, history, and tradition through civic engagement and educational initiatives.

Genc is admitted to practice in Illinois and the United States District Court for the Northern District of Illinois.

Brandon M. Cordovi

Brandon M. Cordovi focuses his practice on securities litigation.

Prior to joining Pomerantz, Brandon was an associate at a law firm in New York that specializes in the defense of insurance claims. Brandon's practice focused on the defense of transportation, premises and construction liability matters.

Brandon earned his J.D. in 2018 from Fordham University School of Law, where he served on the Moot Court Board and was the recipient of a merit-based scholarship. While at Fordham Law, Brandon participated in the Securities Litigation and Arbitration Clinic, where he prepared for the negotiation and arbitration of claims brought on behalf of clients with limited resources. During his second summer of law school, Brandon was a summer associate at a major plaintiffs securities firm.

Brandon earned his B.S. from the University of Delaware where he double-majored in Sport Management and Marketing.

Brandon is admitted to practice in New York, New Jersey, and the United States District Courts for the Southern and Eastern Districts of New York.

Jessica N. Dell

Jessica Dell focuses her practice on securities litigation.

She has worked on dozens of cases at Pomerantz, including the Firm's securities fraud lawsuits arising from BP's 2010 Gulf oil spill. Jessica has expertise in managing discovery and a nose for investigating complex fraud across many sectors, including pharmaceuticals, medical devices, and data security. True to her roots in public interest law, she has also worked in complex pro bono class action litigation at Pomerantz.

Jessica graduated from CUNY School of Law in 2005. She was the recipient of an Everett fellowship for her work at Human Rights Watch. She also interned at the Urban Justice Center and National Advocates for Pregnant Women. While in the CUNY clinical program, she represented survivors of domestic violence facing deportation and successfully petitioned under the Violence Against Women Act. She also successfully petitioned for the release of survivors incarcerated as drug mules in Central America. After Hurricane Katrina, Jessica traveled to Louisiana to aid emergency efforts to reunite families and restore legal process for persons lost in the prison system weeks after the flood.

Jessica is a member of the New York City and State Bar Associations and the National Lawyers Guild.

Zachary Denver

Zachary Denver focuses his practice on securities litigation.

Prior to joining Pomerantz, Zachary worked at prominent New York firms where he litigated a variety of complex commercial matters, specializing in financial markets, securities, and bankruptcy.

Zachary graduated from New York University School of Law in 2013 and was a staff editor at the NYU Journal of Law and Liberty and a board member for the Suspension Representation Project. He earned a double bachelor's degree from the University of Massachusetts in Political Science and Communications. After undergrad, Zachary served as a Teach for America corps member in New York City and earned a master's degree in classroom teaching from PACE University.

Zachary also serves as a board member for the Legal Alliance of Pheonjong, a non-profit organization that provides legal services to Tibetan asylum seekers in New York City, and he has served as lead counsel on several applications including two successful trials in immigration court.

Zachary is admitted to practice in New York, the United States District Courts for the Southern and Eastern Districts of New York and the Court of Appeals for the Second Circuit.

Dean P. Ferrogari

Dean P. Ferrogari focuses his practice on securities litigation. He was recognized in the 2024 edition of the *Best Lawyers: Ones to Watch® in America* publication for his work in securities litigation.

Dean earned his Juris Doctor in 2020 from Brooklyn Law School, where he served as an Associate Managing Editor for the Brooklyn Law Review. While in law school, Dean was initiated into the International Legal Honor Society of Phi Delta Phi and was an extern for the Brooklyn Volunteer Lawyers Project. He was recognized by the New York State Unified Court System's Office for Justice Initiatives for his distinguished service in assisting disadvantaged civil litigants in obtaining due process in consumer credit actions. Dean also authored the publication "The Dark Web: A Symbol of Freedom Not Cybercrime," New York County Lawyers Association CLE Institute, *Security in a Cyber World: Whistle Blowers, Cyber Threats, Domestic Terrorism, Financial Fraud, Policy by Twitter . . . and the Evolving Role of the Attorney and Firm*, Oct. 4, 2019, at 321.

Dean earned his B.A. from the University of Maryland, where he majored in Economics and was awarded the President's Transfer Scholarship.

He is admitted to practice in the United States District Courts for the Southern and Eastern Districts of New York.

Emily C. Finestone

Emily C. Finestone focuses her practice on securities litigation.

Prior to joining Pomerantz, Emily was an associate at a boutique litigation firm in New York where she successfully litigated matters pertaining to sports and entertainment law, copyright infringement, and employment law. Emily previously worked at a prominent complex litigation firm specializing in consumer protection, antitrust, whistleblower, and securities litigation. She also gained appellate experience as a temporary law clerk and Staff Attorney at the Supreme Court of Virginia.

In 2022 and 2023, Emily was recognized as a Super Lawyers® Rising Star.

Emily graduated from Boston University School of Law in 2015 and was a member of *the Review of Banking & Financial Law*. She received her B.A. from the University of Virginia in 2012, where she double majored in English and Spanish, and minored in Government.

Emily is admitted to practice in New York, Massachusetts, Pennsylvania, and Virginia, as well as the United States District Courts for the Southern District of New York, Eastern District of New York, District of Connecticut, District of Massachusetts, and Eastern District of Pennsylvania.

James M. LoPiano

James M. LoPiano focuses his practice on securities litigation.

Prior to joining Pomerantz, James served as a Fellow at Lincoln Square Legal Services, Inc., a non-profit law firm run by faculty of Fordham University School of Law.

James earned his J.D. in 2018 from Fordham University School of Law, where he was awarded the Archibald R. Murray Public Service Award, *cum laude*, and merit-based scholarship. While in law school, James served as Senior Notes and Articles Editor of the *Fordham Intellectual Property, Media and Entertainment Law Journal*. James also completed a legal internship at Lincoln Square Legal Services, Inc.'s *Samuelson-Glushko Intellectual Property and Information Law Clinic*, where he counseled clients and worked on matters related to Freedom of Information Act litigation, trademarks, and copyrights. As part of his internship, James was granted temporary permission to appear before the United States Patent and Trademark Office for trademark-related matters. Additionally, James completed both a legal externship and legal internship with the Authors Guild. James also served as a judicial intern to the Honorable Stephen A. Bucaria in the Nassau County Supreme Court, Commercial Division, of the State of New York, where he drafted legal memoranda on summary judgment motions, including one novel issue pertaining to whether certain service fees charged by online travel companies were commingled with county taxes.

James earned his B.A. from Stony Brook University, where he double-majored in English and Cinema and Cultural Studies, completed the English Honors Program, and was inducted into the Stony Brook University chapter of the International English Honors Society. Additionally, James earned the university's Thomas Rogers Award, given to one undergraduate student each year for the best analytical paper in an English course.

James has authored several publications over the course of his legal career, including "Public Fora Purpose: Analyzing Viewpoint Discrimination on the President's Twitter Account," Note, 28 *Fordham Intell. Prop. Media & Ent. L.J.* 511 (2018); "Lessons Abroad: How *Access Copyright v. York University* Helped End Canada's Educational Pirating Regime," Legal Watch, Authors Guild Fall 2017/Winter 2018 Bulletin; and "International News: Proposal for New EU Copyright Directive and India High Court's Educational Photocopy Decision," Legal Watch, Authors Guild Summer 2017 Bulletin.

James is admitted to practice in New York and the United States District Courts for the Southern and Eastern Districts of New York.

Brian P. O'Connell

Brian P. O'Connell focuses his practice on securities and financial services litigation. Prior to joining Pomerantz in its Chicago office, Brian was an associate at Cafferty Clobes Meriwether & Sprengel LLP, where he specialized in antitrust and commodity futures litigation. Brian has successfully litigated complex class actions involving securities, as well as manipulation of futures and options contracts. Brian also previously worked at the Financial Regulatory Authority (FINRA) as a contractor focusing on options trading regulation. Following law school, Brian was a legal fellow at the chambers of Judge Marvin E. Aspen in the United States District Court for the Northern District of Illinois.

Brian is passionate about finance and securities law, having previously interned for the Chicago Board Options Exchange and for Susquehanna International Group. Brian has served as a Vice Chair of the Chicago Bar Association Securities Law Committee. Brian was recently recognized as a Super Lawyers® Rising Star for 2023.

Brian earned his Juris Doctor from Northwestern University Pritzker School of Law. During his time there, he had the opportunity to work at the Center on Wrongful Convictions, where he argued in court on behalf of a client serving a life sentence and was later exonerated. Brian also served as Executive Articles Editor for the Journal of International Human Rights Law and as a teaching assistant for the Northwestern Center on Negotiation and Mediation.

A graduate of Stanford University, Brian majored in Political Science and minored in Economics. During his senior year, he was Editor-in-Chief of The Stanford Review, where he had previously been a Features Editor and a staff writer.

Brian is admitted to practice in Illinois and California, the United States District Courts for the Northern District of Illinois, and the Northern and Central Districts of California, and the United States Court of Appeals for the Ninth Circuit.

Thomas H. Przybylowski

Thomas H. Przybylowski focuses his practice on securities litigation.

Prior to joining Pomerantz, Thomas was an associate at a large New York law firm, where his practice focused on commercial and securities litigation, and regulatory investigations. In 2020 and 2021, Thomas was honored as a Super Lawyers® Rising Star.

Thomas earned his J.D. in 2017 from the Georgetown University Law Center. While in law school, Thomas served as a Notes Editor for the *Georgetown Journal of Legal Ethics* and authored the publication “A Man of Genius Makes No Mistakes: Judicial Civility and the Ethics of the Opinion,” Note, 29 Geo. J. Legal Ethics 1257 (2016). Thomas earned his B.A. from Lafayette College in 2014, where he double-majored in English and Philosophy.

Thomas is admitted to practice in New York and New Jersey, and the United States District Courts for the Eastern and Southern Districts of New York and the District of New Jersey.

Jared Rabinowitz

Jared Rabinowitz focuses his practice on securities litigation.

Prior to joining Pomerantz, Jared was a judicial law clerk for Justice Andrew Borrok of the New York County Supreme Court Commercial Division.

Jared earned his J.D. in 2021 from New York Law School, where he served as a Senior Editor for the *New York Law School Law Review* and was the recipient of a merit-based scholarship. While at New York Law School, Jared participated in the Securities Arbitration Clinic, where he prepared for the negotiation and arbitration of securities claims brought on behalf of clients with limited resources. Prior to law school, Jared worked as an institutional equity trader at a New York financial services firm.

Jared earned his B.S. from Hofstra University where he majored in Legal Studies in Business.

Jared is admitted to practice in New York and United States District Courts for the Southern and Eastern Districts of New York.

Elina Rakhlin

Elina Rakhlin focuses her practice on securities litigation. Prior to joining Pomerantz, Elina was an associate at a major complex-litigation practice, focused on class action, mass tort and commercial matters.

Elina earned her J.D. in 2017 from the Benjamin N. Cardozo School of Law, where she served as an Acquisitions Editor for the Cardozo Arts & Entertainment Law Journal. In 2014, she received her undergraduate degree from Baruch College, where she double majored in English and Political Science.

While in law school, she was an intern in the Enforcement Division of the U.S. Securities and Exchange Commission and in the Bureau of Consumer Protection of the Federal Trade Commission. Elina was also selected for the Alexander Fellows Judicial Clerkship where she served as a law clerk to the Honorable Jack B. Weinstein of the United States District Court for the Eastern District of New York.

Elina is admitted to practice in New York and the United States District Court for the Southern District of New York.

Ankita Sangwan

Ankita Sangwan focuses her practice on corporate governance matters.

She graduated in 2022 from the LL.M. program at Columbia Law School as a Harlan Fiske Stone Scholar. Prior to attending Columbia Law School, Ankita worked for four years in the Commercial Litigation Team of a prominent law firm in Bombay, India, at which she focused her practice on complex commercial and civil disputes. Ankita assisted in arguments before various courts in India, including the Supreme Court.

In 2017, Ankita graduated with Honors from the B.A. LL.B. program at Jindal Global Law School, India. She was a member of the university's Moot Court Society, which finished as semi-finalists at the World Rounds of the International Investment Moot Court Competition, held in Frankfurt, Germany (2016). Ankita's moot court experience was recognized by her university; she was awarded the "Outstanding Contribution to Moot Court" prize upon graduation.

Ankita is admitted to practice in the State of New York.

Villi Shteyn

Villi Shteyn focuses his practice on securities litigation.

Villi worked on individual securities lawsuits concerning BP's 2010 Gulf of Mexico oil spill, which proceeded in *In re BP p.l.c. Secs Litig.*, No. 4:10-md-2185 (S.D. Tex.) and were resolved in 2021 in a confidential, favorable monetary settlement for all 35 Firm clients, including public and private pension

funds, money management firms, partnerships, and investment trusts from the U.S., Canada, the U.K., France, the Netherlands, and Australia. He also worked on a successful 2021 settlement for investors in a case against Chinese company ChinaCache.

Villi pursued claims against Deutsche Bank for its lending activities to disgraced financier Jeffrey Epstein, and was involved in the Firm's class action litigation against Arconic, arising from the deadliest U.K. fire in more than a century. He also represented investors in a case against AT&T for widespread fraud relating to their rollout of DirecTVNow, and against Frutarom for fraud related to widespread bribery in Russia and Ukraine. He represented Safra Bank in a class action against Samarco Mineração S.A., in connection with the Fundao dam-burst disaster, which is widely regarded as the worst environmental disaster in Brazil's history. He represented investors against Recro Pharma in relation to their non-opioid pain-relief product IV Meloxicam, and against online education companies 2U and K12. Villi also worked on a consumer class action against Apple, Inc. in relation to alleged slowdowns of the iPhone product.

Before joining Pomerantz, Villi was employed by a boutique patent firm, where he worked on patent validity issues in the wake of the landmark *Alice* decision and helped construct international patent maintenance tools for clients and assisted in pursuing injunctive relief for a patent-holder client against a large tech company.

Villi has been recognized as a Super Lawyers® Rising Star from 2021 through 2023.

Villi graduated from The University of Chicago Law School (J.D., 2017). In 2014, he graduated *summa cum laude* from Baruch College with a Bachelor of Science in Public Affairs.

Villi is admitted to practice in New York, and the United States District Courts for the Southern District of New York and the Eastern District of New York, and the United States Court of Appeals for the Second Circuit.

Christopher Tourek

Christopher Tourek focuses his practice on securities litigation.

Prior to joining Pomerantz in its Chicago office, Christopher was an associate at a prominent complex-litigation firm and specialized in consumer protection, antitrust, and securities litigation. Christopher has successfully litigated securities fraud, antitrust violations, and consumer protection violations on behalf of plaintiffs in state and federal court. His litigation experience has led to his being honored as a Super Lawyers® Rising Star in the area of Mass Torts litigation from 2016 through 2021, and in the area of Securities litigation for 2022 and 2023.

Christopher graduated *cum laude* in 2013 from the University of Illinois College of Law, where he obtained his pro bono notation, honors in legal research, and was a member of the Federal Civil Rights Clinic, in which he first-chaired the case of *Powers v. Coleman* in the United States District Court for the Central District of Illinois. He earned his bachelor's degree in Government & Law, with a minor in Anthropology & Sociology, from Lafayette College in 2010.

Christopher is admitted to practice in Illinois and the United States District Courts for the District of Columbia, the Northern and Southern Districts of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri.

Guy Yedwab

Guy Yedwab focuses his practice on securities litigation.

Guy graduated from Rutgers Law School *summa cum laude* in 2023, while also receiving a Master's Degree in Public Affairs and Policy from the Rutgers University Bloustein School of Planning and Public Policy. While in law school, he won awards with the National Appellate Advocacy Team and was an editor at the *Journal of Law and Public Policy*, in which he published a note on constitutional law. He was honored with the Marsha Wenk Fellowship at the A.C.L.U. of New Jersey, and the Eagleton Institute's Henry J. Raimondo Legislative Fellowship.

Guy serves as a board member for the League of Independent Theater, a 501(c)(6) trade association for small-sized cultural institutions in New York City. As such, he consults with policymakers on fostering small business in the city.

Guy is admitted to practice in New York State's First Appellate Department.

Staff Attorneys

Jay Douglas Dean

Jay Dean focuses on class action securities litigation. He has been a commercial litigator for more than 30 years.

Jay has been practicing with Pomerantz since 2008, including as an associate from 2009–2014, interrupted by a year of private practice in 2014–2015. More recently, he was part of the Pomerantz teams prosecuting the successful *Petrobras* and *Yahoo* actions. Prior to joining Pomerantz, he served as an Assistant Corporation Counsel in the Office of the Corporation Counsel of the City of New York, most recently in its Pensions Division. While at Pomerantz, in the Corporation Counsel's office and previously in large New York City firms, Jay has taken leading roles in trials, motions and appeals.

Jay graduated in 1988 from Yale Law School, where he was Senior Editor of the *Yale Journal of International Law*.

Jay is admitted to practice in New York; the United States District Courts for the Southern and Eastern Districts of New York; and the United States Court of Appeals for the Second Circuit. Jay has also earned the right to use the Chartered Financial Analyst designation.

Timor Lahav

Timor Lahav focuses his practice on securities litigation.

Timor participated in the Firm's securities class action case against Brazil's largest oil company, Petrobras, arising from a multi-billion-dollar kickback and bribery scheme, in which the Firm, as sole Lead Counsel, achieved a historic \$3 billion settlement for the Class, as well as precedent-setting legal rulings. Timor also participated in the firm's landmark litigation against Yahoo!, Inc., for the massive security breach that compromised 1.5 billion users' personal information.

Timor received his LL.B. from Tel Aviv University School of Law in Israel, following which he clerked at one of Israel's largest law firms. He was an associate at a law firm in Jerusalem, where, among other responsibilities, he drafted motions and appeals, including to the Israeli Supreme Court, on various civil matters.

He received his LL.M. from Benjamin N. Cardozo School of Law in New York. There, Timor received the Uriel Caroline Bauer Scholarship, awarded to exceptional Israeli law graduates.

Timor brings to Pomerantz several years' experience as an attorney in New York, including examining local SOX anti-corruption compliance policies in correlation with the Foreign Corrupt Practices Act; and analysis of transactions in connection with DOJ litigation and SEC enforcement actions.

Timor was a Captain in the Israeli Defense Forces. He is a native Hebrew speaker and is fluent in Russian.

He is admitted to practice in New York and Israel.

Laura M. Perrone

Laura M. Perrone focuses on class action securities litigation.

Prior to joining Pomerantz, Laura worked on securities class action cases at Labaton Sucharow. Preceding that experience, she represented plaintiffs at her own securities law firm, the Law Offices of Laura M. Perrone, PLLC.

At Pomerantz, Laura participated in the Firm's securities class action case against Brazil's largest oil company, Petrobras, arising from a multi-billion-dollar kickback and bribery scheme, in which the Firm, as sole Lead Counsel, achieved a historic \$3 billion settlement for the Class, as well as precedent-setting legal rulings.

Laura has also represented bondholders against Citigroup for its disastrous investments in residential mortgage-backed securities, shareholders against Barclays PLC for misrepresentations about its dark pool trading system known as Barclays LX, and shareholders against Fiat Chrysler Automobiles for misrepresentations about its recalls and its diesel emissions defeat devices.

Laura graduated from the Benjamin N. Cardozo School of Law, where she was on the editorial staff of Cardozo's Arts and Entertainment Law Journal, and was the recipient of the Jacob Burns Merit Scholarship.

Laura is admitted to practice in New York; the United States District Courts for the Southern and Eastern Districts of New York; and the United States Court of Appeals for the Second Circuit.

Allison Tierney

Allison Tierney focuses her practice on securities litigation.

Allison brings to Pomerantz her 10 years' expertise in large-scale securities class action litigation. She participated in the Firm's securities class action case against Brazil's largest oil company, Petrobras, arising from a multi-billion-dollar kickback and bribery scheme, in which the Firm, as sole Lead Counsel, achieved a historic \$3 billion settlement for the Class, as well as precedent-setting legal rulings.

Prior to joining Pomerantz, Allison worked on securities class action cases at several top New York law firms, representing institutional investors. She has represented plaintiffs in disputes related to antitrust violations, corporate financial malfeasance, and residential mortgage-backed securities fraud.

Allison earned her law degree from Hofstra University School of Law, where she served as notes and comments editor for the *Cyberlaw Journal*. She received her B.A. in Psychology from Boston University, where she graduated *magna cum laude*.

Allison is conversant in Spanish and studying to become fluent.

Allison is admitted to practice in New York.

EXHIBIT 3

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Attorneys for Plaintiff and the Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CORY HAZDOVAC,

Plaintiff,

v.

MERCEDES BENZ USA, LLC,

Defendant.

Case No. 20-cv-00377-RS

CLASS ACTION

**DECLARATION OF MANNY STARR IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Richard Seeborg

Date: December 4, 2025

Time: 1:30 p.m.

Courtroom: 3, 17th Floor

DECLARATION OF MANNY STARR

I, Manny Starr, declare as follows:

1. I am an attorney duly admitted to practice before all courts in the State of California and am the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiff Cory Hazdovac (“Plaintiff”), on behalf of herself and all other similarly situated Settlement Class Members, in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

2. I have substantial experience in class action litigation, particularly in the area of employment law. Over the course of my legal career, I have represented thousands of plaintiffs in employment law litigation, both on an individual and class action basis. My primary focus is on wage and hour class and representative actions under California law, which has given me extensive knowledge and skill in class action procedures, class certification requirements, settlement negotiations, and the evaluation of class action settlements generally.

3. In addition to my wage and hour practice, I have developed a niche practice area in emissions warranty litigation cases under California's Emissions Warranty regulations. I am currently involved as counsel in several ongoing actions similar to this one, involving allegations that automobile manufacturers have failed to properly identify and warrant high-priced, emissions-related parts under the extended 7-year/70,000-mile warranty period. This experience has provided me with specialized knowledge of the technical, regulatory, and legal issues unique to emissions warranty claims.

4. In terms of my experience with class action litigation, I have been named as Class Counsel in several Class Actions, and have been lead counsel in numerous Class Action settlements that have been granted approval, including the following:

- a. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class action and PAGA case on behalf of security guards involving various wage and hour issues; \$7,250,000 settlement; final approval granted;

1 and various wage statement and penalty claims; \$4,500,000 settlement; final
2 approval granted.

3 5. I have spent significant time researching and pursuing the claims that have been
4 alleged in this action. The Parties engaged in extensive formal and informal discovery, including the
5 production and review of thousands of documents, written discovery, depositions, and detailed
6 exchanges of technical and warranty data. The Parties also retained and consulted with experts
7 regarding the technical nature of the Subject Parts and whether they qualify as high-priced,
8 emissions-related parts under the California Emissions Warranty.

9 6. Based on my review of all the documents and information exchanged during
10 discovery and mediation, my knowledge of the legal and technical issues involved in emissions
11 warranty litigation, and my extensive experience in complex class action litigation, I believe this
12 Settlement to be fair, adequate, and reasonable for the Settlement Class.

13 I declare under penalty of perjury under the laws of California that the above is true and
14 correct. Executed on November 12, 2025, in Woodland Hills, California.

15
16 DATED: November 13, 2025

17 /s/ MANNY STARR
18 MANNY STARR
19 Attorney for Plaintiff
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EXHIBIT 4

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Attorneys for Plaintiff and the Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

CORY HAZDOVAC, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MERCEDES BENZ USA, LLC, and DOES
MBUSA 1 through 10, inclusive,

Defendants.

Case No. 20-cv-00377-RS

CLASS ACTION

**DECLARATION OF PLAINTIFF CORY
HAZDOVAC IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Richard Seeborg

Date: December 4, 2025
Time: 1:30 p.m.
Courtroom: 3, 17th Floor

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DECLARATION OF CORY HAZDOVAC

I, Cory Hazdovac, declare as follows:

1. I am the plaintiff in the lawsuit entitled *Cory Hazdovac v. Mercedes Benz USA, LLC*, that was filed in the United States District Court for the Northern District of California, Case No. 20-cv-00377-RS. This Declaration is based on my personal knowledge and if called to testify I could and would competently testify to the matters contained in this Declaration.

2. I purchased a used 2015 Mercedes C300, VIN 55SWF4JBXFU060151 (the “Vehicle”). On June 10, 2019, I took my Vehicle for repairs to Alfano Motorcars (“Alfano”), an authorized MBUSA repair facility. At the time that my Vehicle was presented for repairs, it had been driven 58,502 miles. I visited Alfano because the Vehicle became very hot and almost overheated. Alfano generated Invoice 446775 relating to this repair visit. Alfano ran a short test, and found fault code P021700 present, indicating that the coolant temperature was too high. This is a fault code stored in the Vehicle’s diagnostic system. Alfano diagnosed the Vehicle as having a faulty coolant thermostat.

3. MBUSA refused to cover the cost of the repair to the coolant thermostat under the California Emissions Warranty, even though the defect increased regulated emissions, the coolant thermostat is a high-priced part, the Vehicle had been in service for less than 7 years, and the Vehicle had been driven less than 70,000 miles. The total cost of the repairs on June 14, 2019, was \$1,040.85. I had an aftermarket service contract that paid for \$992.85 of the repairs. I paid \$148.00 out of pocket for the remaining portion of the cost of the repairs.

4. After MBUSA’s refusal to cover the cost of the repair to the coolant thermostat in my Vehicle under the California Emissions Warranty, I retained counsel to represent me in this class action.

5. I am not a professional plaintiff.

6. I have been and remain committed to prosecuting this case vigorously on behalf of the Class. When I decided to become involved as the representative for all other Class members, I understood I was not only seeking relief for myself, but also for them.

1 7. I worked extensively with my counsel and members of counsel’s staff
2 throughout the pendency of this case. They interviewed me and gathered facts for several hours
3 prior to filing the case. We also worked together and spent significant time responding to the
4 written discovery propounded on me by the MBUSA. I also prepared and sat for deposition,
5 during which I was extensively questioned by MBUSA’s counsel, and was available to my
6 counsel during several mediations.

7 8. I am not closely aligned with or related to any attorney working on the case, or
8 any other attorneys at their firms.

9 9. Since this case was filed as a class action, as a representative for the other Class
10 members, I have put the interests of the Class above my own at all times. I can fairly and
11 adequately represent the interests of the Class, I am not aware of any interests I have that are
12 adverse to the interests of the other Class members, and I do not have any conflicts that would
13 keep me from adequately representing the Class. By bringing this case and helping to
14 vigorously prosecute it, I helped other Class members receive settlement payments and
15 injunctive relief they would have not otherwise received.

16 10. I support the settlement of this action and request that the Court approve it. I
17 have participated, and will continue to participate, in this litigation throughout the settlement
18 administration and settlement approval period.

19 11. I am in the market to purchase another MBUSA vehicle and would like to
20 purchase another MBUSA vehicle in the future, if MBUSA’s unfair and unlawful practice of not
21 covering the coolant thermostat under the California Emissions Warranty is corrected. Unless
22 MBUSA is forced to cover the coolant thermostat under the California Emissions Warranty and
23 fully comply with the California Emissions Warranty, I will not know whether it makes sense to
24 spend money on another MBUSA vehicle on account of MBUSA’s noncompliance with the
25 California Emissions Warranty and risk having to deal with the same warranty coverage issues
26 again.

27 12. If I do purchase another MBUSA vehicle, there is no way for me to know if
28 MBUSA is complying with the requirements of the California Emissions Warranty and even

1 covering the coolant thermostat under warranty, and if I do purchase another MBUSA vehicle, I
2 might reasonably, but incorrectly, assume that MBUSA is complying with the requirements of
3 the California Emissions Warranty, when it is not. I am unable to trust the legitimacy of MBUSA's
4 California Emissions Warranty coverage and cannot determine whether MBUSA's warranty
5 representations are thorough or complete. To the extent I do not purchase another MBUSA
6 vehicle, it will be because, at least in part, I am unable to rely on MBUSA's compliance with the
7 requirements of the California Emissions Warranty.

8 13. Protecting the environment and the planet are important to me. I will be harmed
9 and am continuing to suffer from MBUSA's noncompliance with the California Emissions
10 Warranty, because I face an imminent and personal threat of continuing and future harm to the
11 quality of the air I breathe, and harm to the environment I live in, as a result of harmful
12 pollutants emitted in my environment by MBUSA's continued failure to cover the coolant
13 thermostat under the California Emissions Warranty because when these parts fail and are not
14 repaired, they harm the environment I live in, and pollute the air I breathe. This is harm that I
15 cannot avoid.

16 14. The \$10,000 service payment I seek is requested to compensate me for my role
17 in coming forward on behalf of the Class and doing the following: 1) initiating and filing this
18 case; 2) staying in touch with my attorneys on a regular basis; 3) searching for and sending
19 documents and providing information to my attorneys prior to and after filing the complaint; 4)
20 reviewing pleadings filed in this case; 5) working with my attorneys to provide full and
21 complete responses to multiple sets of discovery; 6) preparing and sitting for deposition, during
22 which I was extensively questioned by MBUSA's counsel; 7) being available to my counsel
23 during several mediation sessions and consenting to the settlement; 8) reviewing the settlement
24 agreement; and, 9) helping each Class member to receive substantial payments and future relief
25 because this case was filed. In addition, my incentive fee request is justified based on the risks
26 I have undertaken in bringing this case and certain hardships I have endured in the course of
27 the litigation which I plan to detail in my Declaration in support of final settlement approval.
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The incentive payment I am seeking is not conditioned or contingent on my approving the settlement.

15. I declare under penalty of perjury of the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed this 11 day of November 2025.

Respectfully submitted,

DocuSigned by:

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Attorney for Plaintiff

THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CORY HAZDOVAC, individually and
on behalf of all others similarly
situated,

Plaintiff,

vs.

MERCEDES BENZ USA, LLC, and
DOES MBUSA 1 through 10,
inclusive,

Defendants.

Case No. 20-cv-00377-RS

**DECLARATION OF BRANDON
SCHWARTZ REGARDING
SETTLEMENT
ADMINISTRATION AND
NOTICE PLAN**

Judge: Hon. Richard Seeborg
Date: December 4, 2025
Time: 1:30 p.m.
Courtroom: 3, 17th Floor

1 I, Brandon Schwartz, declare as follows:

2 1. I serve as the Director of Notice at Eisner Advisory Group LLC
3 (“EAG” or “EisnerAmper”), a comprehensive legal administration firm
4 specializing in the development, implementation, and impartial management of
5 intricate legal notification programs. EAG was asked by Counsel to devise and
6 execute the proposed Notice Plan, as well as administer the claims process in the
7 above-referenced matter (the “Action”).¹ The statements presented herein are
8 based on my personal knowledge, as well as information provided by other skilled
9 EAG professionals operating under my supervision, along with my examination of
10 information and documents furnished by Counsel.

11 2. EAG routinely undertakes the creation and execution of notice plans,
12 along with the administration of diverse class action and mass action settlements.
13 Our expertise extends across a wide array of subject matters, encompassing but not
14 limited to privacy, products liability, consumer rights, mass tort, antitrust,
15 insurance, and healthcare. The accomplished members of the EAG team possess
16 extensive experience in the design and implementation of notice procedures
17 involving various aspects of class certification and settlement programs. For more
18 detailed information about EAG, visit our website at www.eisneramper.com.

19 **EXPERIENCE**

20 3. Drawing upon over 15 years of expertise in class actions, advertising,
21 media, and marketing, I have cultivated comprehensive noticing solutions
22 encompassing all facets of class certification and settlement. My proficiency
23 extends to a deep understanding of email and postal distribution methodologies,
24 reach and frequency analysis, strategic media generation, meticulous demographic
25

26 ¹ All capitalized terms not otherwise defined in this document shall have the
27 meaning ascribed to them in the Settlement Agreement.

1 research, media plan design, effective media development and procurement,
2 commercial and video production creation, and the adept application of best
3 practices for effective social media outreach.

4 4. I have designed and implemented notice campaigns for more than 100
5 high-profile cases in addition to the hundreds of cases I have managed. Some of
6 my notice plans include: *Quackenbush, et al. v. American Honda Motor Company,*
7 *Inc., et al*, No. 3:20-cv-05599 (N.D. Cal.); *Cadena, et al., v. American Honda*
8 *Motor Company, Inc., et al*, No. 18-4007 (C.D. Cal.); *Guzman v. Polaris*
9 *Industries, Inc.*, No. 8:19-cv-01543-FLA (C.D. Cal.); *Siqueiros et al. v. General*
10 *Motors, LLC*, No. 3:16-cv-07244 (N.D. Cal.); *Gilmore et al. v. Monsanto*
11 *Company, et al.*, 3:21-cv-8159 (N.D. Cal.); *Weidman et al. v. Ford Motor*
12 *Company*, 2:18-cv-12719 (E.D. Mich.); and *Milan v. Clif Bar & Co.*, No. 18-cv-
13 2354 (N.D. Cal.). A description of my experience is attached as **Exhibit A**.

14 5. As outlined in the following section, the courts have consistently
15 acknowledged both the credibility of EAG (curriculum vitae attached hereto as
16 **Exhibit B**) and the effectiveness of my class action notice plans. Illustrative court
17 opinions affirming the sufficiency of EAG’s notice plans include:

18 a. In the matter *H.K. et al. v. Google LLC*, No. CC 20LL00017 (Cir.
19 Ct. 9th Jud. Dist., McDonough Cnty., Ill.), Judge Heidi A. Benson
20 ruled on October 17, 2025:

21 Pursuant to this Court’s Order granting preliminary approval of
22 the Settlement, Eisner Amper (formerly Postlethwaite &
23 Netterville, APAC) served as Settlement Administrator. This
24 Court finds that the Settlement Administrator performed all
duties thus far required as set forth in the Settlement Agreement.

25 The Court finds that the Settlement Administrator has complied
26 with the approved notice process as confirmed by its
27 Declaration filed with the Court. The Court further finds that the
28 Notice plan set forth in the Settlement as executed by the

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Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

b. On October 8, 2025, in *Siqueiros et al. v. General Motors, LLC*, No. 3:16-cv-07244 (N.D. Cal.), Judge Edward M. Chen ruled:

The record shows and the Court finds that Class Notice has been given to the Classes in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Judgment in the Action, whether favorable or unfavorable, on all Class Members; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center’s illustrative class action notices.

c. On March 21, 2025, in *Milan, et al. v. Clif Bar & Company*, No. 18-cv-02354-JD (N.D. Cal.), Judge James Donato ruled:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the

1 circumstances, and fully satisfies the requirements of Federal
2 Rule of Civil Procedure 23 and the requirements of due process.

3 d. On August 27th, 2024, in the Final Approval Order in *In re:*
4 *Cleveland Brothers Data Incident Litigation*, No. 1:23-cv-00501-
5 JPW (M.D. Pa), Judge Jennifer P. Wilson ruled:

6 Notice to the Settlement Class required by Fed. R. Civ. P. Rule
7 23(e) has been provided in accordance with the Settlement
8 Agreement and the Preliminary Approval Order. Such Notice
9 has been given in an adequate and sufficient manner, constitutes
10 the best notice practicable under the circumstances, and satisfies
11 Fed. R. Civ. P. Rule 23(e) and due process.

12 OVERVIEW

13 6. Based on our review of the Settlement Agreement, the Settlement
14 Class is defined as follows:

15 All Persons, in Section 177 States, who purchased or leased Mercedes-
16 Benz vehicles between model year 2015 and the present that are
17 covered by an HPP Warranty.

18 7. Excluded from the Settlement Class are: (a) Persons who have settled
19 with, released, or otherwise had claims adjudicated on the merits for or against
20 Defendant or any Released Party that are substantially similar to the Litigation
21 Claims (i.e., alleging that that Defendant or the Released Parties did not identify
22 the Subject Parts as “high-cost emissions warranty parts” under California’s
23 emissions warranty requirements and covered under the HPP Warranty); (b)
24 Defendant and its officers, directors and employees, as well as their corporate
25 affiliates and the corporate affiliates’ officers, directors and employees; (c)
26 Counsel to any of the parties; (d) Judge Richard Seeborg, any district court or
27 appellate judge later assigned to this matter, the Mediator, and members of their
28 respective immediate families; (e) Governmental entities; and, (f) Persons who
properly elect to be excluded from the Settlement Class.

1 8. The objective of this Notice Plan is to ensure the delivery of the most
2 feasible and effective notice to the Settlement Class, in compliance with the
3 provisions set forth in Fed. R. Civ. P. 23. Consequently, it is my opinion that the
4 ensuing Notice Plan satisfies due process standards and adheres to the
5 recommendations in the *Judges' Class Action Notice and Claims Process*
6 *Checklist and Plain Language Guide*.

7 **ESTIMATED CLASS & REACH ANALYSIS**

8 9. There is no formula that can predict response rates with certainty,
9 even when a notice plan is designed to provide the best practicable notice to the
10 Class. Moreover, a class size baseline to measure claim volume against, for the
11 determination of an estimated claims rate reflected as a percentage, is not often
12 easy to precisely calculate².

13 10. In this case, Defendant will provide a database of Vehicle
14 Identification Numbers (“VINs”) for all Subject Vehicles sold in the United States.
15 This will enable research to determine the number of registrations per vehicle and
16 obtain contact information for each registrant. Because some states require a court
17 order before releasing vehicle owner information, this data will likely not be
18 available until after entry of the Preliminary Approval Order. Consequently, the
19 exact number of Subject Vehicles and associated Settlement Class Members
20 cannot be confirmed until preliminary approval is granted and registration data
21 from state departments of motor vehicles is obtained.

22 11. Even after the Class size is confirmed, projecting an estimated claims

23 _____
24 ² For example, in *Pappas v. Naked Juice Co.*, C.D. Cal. (2:11-cv-08276), the notice
25 expert estimated the class to be 8.5 million with marketing research, while
26 defendant Naked Juice reported that its estimate of the class size was approximately
27 16.5 million, based on sales data and purchase habits. There were ultimately
28 575,846 claims submitted, meaning the claims rate could be calculated as 6.77% or
3.49%, respectively.

1 rate requires identifying which Class Members have undergone Qualified Repairs
2 or Qualified Diagnoses of their Subject Vehicle. This subset represents those
3 eligible to file reimbursement claims. Measuring against the total Class size may
4 be misleading, as many Class Members will only qualify for HPP Coverage for
5 Subject Parts, which requires no claim filing or action to receive benefits.

6 12. For these reasons, projecting claims rates at this stage would be
7 speculative because we do not yet know the precise number of Class Members,
8 and the number who qualify for a Qualified Repair or Qualified Diagnosis
9 Reimbursement cannot be determined from available registration data. Rather than
10 focusing on claims rate projections, we follow protocols consistent with similar
11 matters before the Northern District of California, such as *In re: Volkswagen*
12 *“Clean Diesel” Marketing, Sales Practices and Product Liability Litigation* and
13 *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products*
14 *Liability Litigation*. In those cases, notice programs were evaluated based on their
15 ability to provide the best practicable notice rather than anticipated claim volumes.
16 Courts have recognized the inherent uncertainty in estimating claims rates prior to
17 obtaining complete registration and eligibility data and have emphasized notice
18 adequacy as the appropriate benchmark for planning.

19 13. It is common in automotive settlements to use Vehicle Identification
20 Numbers and associated registration records obtained from S&P Global through
21 its R.L. Polk & Co. (“Polk”), which licenses state motor vehicle data. Based on
22 experience in previous automotive settlements that followed this approach, we
23 reasonably expect to deliver individual notice to approximately 90% or more of
24 the Settlement Class. For example:

- 25 • *Siqueiros, et al v. General Motors LLC* (California, North
26 Carolina, and Idaho Classes), Case No. 16-cv-07244-EMC (N.D.

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Cal) 98.3% of the class reached with individual notice;

- *Hampton, et al v. General Motors LLC*, Case No. 6:21-cv-250-GLJ (E.D. Okla.) 96.4% of the class reached with individual notice;
- *Cadena, et al, v American Honda Motor Company, Inc.*, Case No.: 2:18-cv-04007-MFW-MAA (C.D. Cal.) 98.8% of the class reached with individual notice;

We also reviewed similar cases that were not administered by us, which relied on VIN-based notice programs and reported comparable delivery rates, including:

- *Callaway v. Mercedes-Benz USA, LLC*, Case No. 14-cv-02011-JVS (DFMx) (C.D. Cal.) 96.5% of the class reached with individual notice³;
- *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, MDL No. 2672 (N.D. Cal.) 97% of the class reached with individual notice⁴, and;
- *Falco et al. v. Nissan North America, Inc. et al.*, Case No. 2:13-cv-00686 DDP (MANx) (C.D. Cal.) 99% of the class reached with individual notice⁵.

PROPOSED NOTICE PLAN

14. We understand that Defendant will provide a database of VINs for all Subject Vehicles sold in United States. To identify Class Members and their relevant mailing information, EAG will coordinate with Polk to access state motor

³ These figures are reported in the Declaration of Cameron R. Azari, Esq. on Settlement Notice Plan, filed in *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation*, Case No. MDL 2672 CRB (JSC) (N.D.Cal.) (¶ 30).

⁴ *Id*

⁵ *Id*

1 vehicle registration records. This coordination will allow us to obtain all
2 registrations for the Subject Vehicles in Section 177 States, including the date of
3 registration, and the names and addresses of individuals associated with each VIN.
4 The resulting list will be reviewed for duplicates and other possible discrepancies
5 (“Direct Notice List”).

6 15. As described below, the proposed Notice Plan provides individual
7 notice to all Settlement Class Members identified in the Direct Notice List through
8 a Short-Form Notice. In addition, a supplemental paid media campaign targeting
9 current and former owners or lessees of Mercedes-Benz vehicles will support and
10 strengthen the overall Notice Plan.

11 **Direct Mail Notice**

12 16. The short-form, postcard notice, attached hereto as **Exhibit C**, will be
13 mailed (the “Short-Form Notice”) via United States Postal Service (“USPS”) First
14 Class Mail to all Settlement Class Members listed in the Class List. Prior to
15 mailing, all mailing addresses will be checked against the National Change of
16 Address (“NCOA”)⁶ database maintained by USPS to ensure the accuracy and
17 currency of Settlement Class Member address information for proper formatting
18 and mail delivery. Additionally, the addresses will be validated through the Coding
19 Accuracy Support System to uphold zip code precision, while Delivery Point
20 Validation will be employed to verify mailing address accuracy. In the event that
21 NCOA provides a more current mailing address for a Settlement Class Member,
22 EAG will update the address accordingly. In instances where a short form notice
23 is returned with forwarding address information, EAG will re-send to the newly

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25 ⁶ The NCOA database is maintained by the USPS and consists of approximately
26 160 million permanent change-of-address (“COA”) records consisting of names
27 and addresses of individuals, families, and businesses who have filed a COA with
28 the USPS. The address information is maintained on the database for 48 months.

1 provided mailing address.

2 17. For any Short-Form Notices that are returned as undeliverable, EAG
3 will utilize standard skip-tracing techniques to obtain forwarding address
4 information. If skip-tracing yields an alternative forwarding mailing address, EAG
5 will re-mail the notice to the address identified through the skip-tracing process.

6 **Supplemental Digital Banner Notice**

7 18. EAG will run digital notices on select websites that potential Class
8 Members are likely to visit, using ad networks chosen for cost efficiency, real-time
9 targeting, and their broad network of partner websites. Banner notices will also be
10 displayed on the top social media sites, Facebook and Instagram, which have over
11 250 million users in the United States⁷. Notices on these platforms will appear in
12 users' feeds, facilitating organic dissemination through channels Class Members
13 use in their regular communication. Proposed banners are attached hereto as

14 **Exhibit D.**

15 19. The Notice Plan incorporates a variety of platforms to disseminate
16 banner notices effectively. Notices will run on thousands of relevant websites via
17 the Google Display Network programmatic demand-side platform, targeting users
18 based on their browsing habits. This approach provides Class Members an
19 opportunity to see banner notices while viewing content relevant to them.

20 20. EAG follows advertising industry best practices when designing and
21 implementing digital notice programs. We incorporate a programmatic approach,
22 bringing multiple consumer data points into a single platform. This allows us to
23 monitor notice placement on websites Class Members may visit and take real-time
24 measures to improve efficiency. Here, we have developed a target audience of

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26 ⁷ “Number of Facebook users in United States from 2018 to 2027” (Statista; July
27 “Number of Instagram users in the United States from 2018 to 2027”
28 (Statista; July 2023).

1 “current and former owners and lessees of Mercedes-Benz vehicles.”

2 21. The banner notices will utilize standard Interactive Advertising
3 Bureau ad sizes (350x250, 728x90, 970x250, 300x600) and custom ads sizes
4 according to Facebook and Instagram advertising guidelines.

5 22. Combined, we estimate that the supplemental digital banner notice
6 program will generate more than 37 million impressions.

7 **Settlement Website**

8 23. EAG will create and maintain a website dedicated to this Settlement.
9 The website address will be prominently included in both the Postcard Notice and
10 Long Form Notice (attached hereto as **Exhibit E**) (collectively, the “Notices”).
11 The Notices, along with the Motion for Preliminary Approval, the Preliminary
12 Approval Order, the Settlement Agreement, the Amended Complaint filed in this
13 Action, the Claim Form, and any filings or other materials the Parties agree to
14 include, will be posted on the Settlement Website for Settlement Class Members
15 to review and download. Additional documents, including the Motion for Final
16 Approval, Class Counsel’s application for Attorneys’ Fees and Expenses, and the
17 request for Service Awards, will be added to the Settlement Website once they are
18 filed.

19 24. The Settlement Website will also allow Settlement Class Members to
20 file a Claim Form electronically, and include relevant dates, other case-related
21 information, instructions for how to be excluded from the Settlement Class or
22 object to the Settlement, and contact information for the Settlement Administrator.

23 **Dedicated Toll-Free Hotline**

24 25. A dedicated toll-free informational hotline will be available 24 hours
25 per day, seven days per week. The hotline will utilize an interactive voice response
26 (“IVR”) system where Settlement Class Members can obtain essential information

1 regarding the Settlement and be provided responses to frequently asked questions.
2 Settlement Class Members will also have the option to leave a voicemail and
3 receive a call back from the Settlement Administrator. Settlement Class Members
4 may request copies of the Notices and paper Claim Form, as well as the Settlement
5 Agreement, upon request through the toll-free hotline.

6 **REQUESTS FOR EXCLUSION**

7 26. Settlement Class Members that want to exclude themselves from the
8 Settlement Class may submit a request for exclusion by mail to a dedicated Post
9 Office Box or by email to a dedicated email address that EAG will maintain. EAG
10 will monitor all mail delivered to that Post Office Box. EAG will track all
11 exclusion requests received, which will be provided to the Parties.

12 **DATA MANAGEMENT PRACTICES AND SECURITY PROTOCOLS**⁸

13 27. Our firm routinely manages a broad range of confidential and highly
14 sensitive information. To ensure privacy and data protection, we maintain
15 industry-leading practices and follow industry accepted standards as endorsed by
16 the National Institute of Standards and Technology (NIST), HITRUST, CIS
17 Critical Security Controls (CIS Controls). Moreover, our certified data centers,
18 meet stringent compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley,
19 and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII audits.

20 28. Our data encryption protection encompasses email encryption for
21 confidential transmissions as well as laptop hard drive encryption. Data is
22 protected in transit using TLS 1.3, and sensitive data at rest is secured through
23 advanced methods like column-level encryption and symmetric key encryption.
24 Column-level encryption ensures specific database columns are encrypted,

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26 ⁸ EAG continuously evaluates its information security processes and protocols.
27 Specific details related to data hosting and security are subject to change in order
28 to meet evolving standards, best practices, and individual needs for each matter.

1 keeping data unreadable without proper decryption keys. Symmetric key
2 encryption uses a single key for both encryption and decryption, ensuring that only
3 authorized parties with the correct key can access sensitive information, such as
4 personally identifiable information (PII) Complex password requirements and
5 two-factor authentication further bolsters access to our proprietary claims
6 management database and other system-related services. Employee security
7 protocols are enforced through annual security awareness training, specializing in
8 the handling of protected information such as PII and identifying the mechanisms
9 of phishing and social engineering, among others.

10 29. In addition to these measures, we maintain comprehensive insurance
11 coverage, including network security insurance, providing protection in the event
12 of any breach. Furthermore, consumer data is strictly confined to the agreed-upon
13 purpose. These policies underscore our commitment to safeguarding sensitive
14 information and distinguishes us within the legal notice and settlement
15 administration field. Detailed information regarding our information security
16 policies is attached hereto as **Exhibit F**.

17 30. In addition to our standard data management and security policies,
18 EAG follows the guidelines and requirements set forth in the Settlement
19 Agreement, including but not limited to, § 8.4.

20 **CONCLUSION**

21 31. The proposed Notice Plan includes individual direct notice – written
22 in accordance with plain language guidance – to all members of the class who can
23 be identified through reasonable efforts; a supplemental paid publication program;
24 an informational website; and a toll-free hotline. This Notice Plan will provide the
25 best notice that is practicable under the circumstances.

26 32. It is my opinion based on my expertise and experience, as well as that
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1 of my team, that this method of focused notice dissemination provides effective
2 notice in this Action, will provide the best notice that is practicable, adheres to Fed.
3 R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation
4 4th Ed. and FJC guidance, and exceeds the requirements of due process, including
5 its “desire to actually inform” requirement.⁹

6 33. The claims process similarly draws upon the most up-to-date
7 techniques to facilitate participation, including the ability to submit claims
8 electronically on the Settlement Website, by mail, or by email.

9
10 I declare under penalty of perjury that the foregoing is true and correct to
11 the best of my knowledge and belief.

12 Executed this 12th day of November, 2025 in Portland, Oregon.

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Brandon Schwartz
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⁹ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950)

Exhibit A: CV of Brandon Schwartz



Brandon Schwartz



Brandon Schwartz is the Director of Notice for Eisner Advisory Group LLC (“EAG”), where he leads the strategy and execution of innovative legal notice programs for complex class actions and claims administration. With over 15 years of industry experience, he brings deep expertise in crafting effective, compliant, and results-driven notice solutions tailored to the unique demands of each case.

Brandon is widely recognized for his command of modern notice tactics, including cutting-edge digital and social media campaigns, email and direct mail distribution, demographic targeting, and reach and frequency analysis. His deep understanding of Fed R. Civ 23 ensures that notice plans meet the highest standards of compliance while maximizing reach and effectiveness.

A published author on topics related to legal notice, Brandon has led the design and delivery of notice campaigns in hundreds of matters spanning antitrust, consumer, privacy, securities litigation, and more. Prior to joining EAG, Brandon was the Director of Notice and Media for a large claims administrator where he oversaw high-profile national campaigns and built a reputation for precision, creativity, and reliability in legal notice.

EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

ARTICLES

- Case Study: Effective Notice Leads to High Claims Rate
- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California’s Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

- Class Action Law Forum: The Increase of Fraud in Class Actions and Mass Torts, Plus Ethics of Third-Party Filers, San Diego, March 13, 2024
- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- **Meholic, et al. v. Seattle Arena Company**, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.



- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- **Easter v Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers on July 14, 2023:

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- **Hezi v. Celsius Holdings, Inc.**, Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.



- **Gilmore, et al. v. Monsanto Company, et al.**, Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, Case No. 2021L00026 (Ill. Cir. Ct., 15th Jud. Cir.), on March 28, 2023:

The Court has determined that the notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **In re Forefront Data Breach Litigation**, Case No. 1:21-cv-00887-LA (E.D. Wis.), Judge Lynn Adelman on March 22, 2023:

The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

- **Sanders, et al. v. Ibox Global Solutions, Inc., et al.**, Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).



- **Pagan, et al. v. Faneuil, Inc.**, Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement,



and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty., Ill.), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch, et al. v. Drybar Holdings LLC**, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin, et al. v. National Western Life Insurance Company**, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).



- **Chapman, et al. v. voestalpine Texas Holding LLC**, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
 - (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
 - (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
 - (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*
- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all



Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty., Ill.), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Lisa Jones, et al. v. Monsanto Company, et al.**, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e)



factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

- **Winters, et al. v. Two Towns Ciderhouse Inc.**, No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz Decl.”) ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.). Thus, the Court finds the Notice complies with due process.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Edward Makaron, et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court’s Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and



sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr., et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Hartig Drug Company Inc. v. Senju Pharmaceutical LTD. and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order - were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

- **In re: Sony PS3 "Other OS" Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.



- ***In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation***, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.



LEGAL NOTICE CASES

<i>Lewis v. Lytx Inc.</i> , Case No. 3:22-CV-00046 (S.D. Ill.)
<i>Doe, et al. v. San Diego Fertility Center Medical Group, Inc., et al.</i> , Case No. 37-2024-00006118 (Cal. Super. Ct.)
<i>Tapia-Rendon, et al. v. Workeasy Software, LLC</i> , Case No. 1:21-cv-3400 (N.D. Ill.)
<i>Meholic, et al. v. Seattle Arena Company</i> , Case No. 24-2-06283-1 (Wash. Super. Ct.)
<i>Cadena, et al. v. American Honda Motor Co., Inc.</i> , Case No. CV 18-4007 (C.D. Cal.)
<i>In Re: Hapy Bear Surgery Center Data Security Incident Litigation</i> , Case No. VCU307987 (Cal. Super. Ct.)
<i>Brim, et al. v. Prestige Care, Inc.</i> , Case No. 3:24-CV-05133 (W.D. Wash.)
<i>Doe, et al. v. Virginia Mason Medical Center, et al.</i> , Case No. 19-2-26674-1 SEA (Wash. Super. Ct.)
<i>Velasco v. Belmont Groceries, LLC</i> , Case No. 2023-CH-01077 (Cir. Ct. Cook Cnty., Ill.)
<i>Newman, et al. v. Audienceview Ticketing Corporation, et al.</i> , Case No. 1:23-cv-03764 (S.D.N.Y.)
<i>Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al.</i> , Case No. 1:20-CV-06906 (D.N.J.)
<i>In Re Christie's Data Breach Litigation</i> , Case No. 1:24-cv-4221 (S.D.N.Y.)
<i>Reardon, et al. v. Suncoast Skin Solutions, Inc.</i> , Case No. 23-CA-000317 (Fla. 13th Jud. Cir.)
<i>Kandel, et al. v. Dr. Dennis Gross Skincare LLC</i> , Case No. 1:23-cv-01967-ER (S.D.N.Y.)
Public School Districts' Opioid Recovery Trust
<i>Haggerty, et al. v. Consumer Safety Technology, LLC</i> , Case No. 22-cv-01414 (Cal. Super. Ct.)
<i>Guzman, et al. v. Polaris Industries, Inc. et al.</i> , Case No. 8:19-cv-01543 (C.D. Cal.)
<i>Coleman v. USAA</i> , Case No. 3:21-cv-217 (N.D. Cal.)
<i>Knott, et al. v. United Water System, Inc., et al.</i> , Case No. 6:23-CV-00401 (W.D. La.)
<i>Jweinat v. loanDepot.com, LLC</i> , Case No. CGC-23-605149 (Cal. Super. Ct.)
<i>Tracey, et al. v. Elekta, Inc., et al.</i> , Case No. 1:21-cv-02851 (N.D. Ga.)
<i>Coleman, et al. v. United Services Automobile Association, et al.</i> , Case No. 3:21-cv-00217 (S.D. Cal.)
<i>Ralph Milan, et al. v. Clif Bar & Company</i> , Case No. 18-cv-02354-JD (N.D. Cal.)
<i>In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation</i> (non-settlement), Case No. 19-md-2875 (D.N.J.)
<i>Ayala v. Commonwealth Health Physician Network, et al.</i> , Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.)
<i>Andrade-Heymsfield v. NextFoods, Inc.</i> , Case No. 21-cv-1446 (S.D. Cal.)
<i>In Re: Novant Health, Inc.</i> , Case No. 1:22-cv-00697 (M.D.N.C.)
<i>White v. General Motors, LLC</i> , Case No. 1:21-cv-00410 (D. Colo.)
<i>Gunaratna v. Dennis Gross Skincare, LLC, et al.</i> , Case No. 2:20-cv-02311 (C.D. Cal.)
<i>Hymes v. Earl Enterprises Holdings</i> , Case No. 6:19-cv-00644 (M.D. Fla.)
<i>Rivera, et al. v. Google LLC</i> , Case No. 19-CH-00990 (Cir. Ct. Cook Cnty., Ill.)
<i>Hezi v Celsius Holdings, Inc</i> , Case No. 1:21-cv-09892 (S.D.N.Y.)
<i>M.S. v. Med-Data, Inc.</i> , Case No. 4:22-cv-00187 (S.D. Tex.)
<i>Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al.</i> , Case No. 2:18-cv-7889 (E.D. La.)
<i>Quackenbush, et al. v American Honda Motor Company, Inc., et al.</i> , Case No. 3:20-cv-05599 (N.D. Cal.)
<i>McFadden v. Nationstar</i> , Case No. 1:20-cv-00166 (D.D.C.)



<i>Sanders, et al. v. Ibex Global Solutions, Inc., et al.</i> , Case No. 1:22-cv-00591 (D.D.C.)
<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i> , Case No. 4:07-cv-05944 (N.D. Cal.)
<i>John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.</i> , Case No. 2021L00026 (15th Jud. Cir. Ct. Lee Cnty., Ill.)
<i>Gonshorowski v. Spencer Gifts, LLC</i> , Case No. ATL-L-000311-22 (N.J. Super. Ct.)
<i>In re Forefront Data Breach Litigation</i> , Case No. 1:21-cv-00887-LA (E.D. Wis.)
<i>Stewart, et al. v. Albertsons Cos., Inc.</i> , Case No. 16CV15125 (Mult. Cty. Cir. Ct.)
<i>Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold</i> , Case No. 511490/2021 (N.Y. Sup. Ct. Kings Cnty.)
<i>Terry Fabricant v. Top Flite Financial, Inc.</i> , Case No. 20STCV13837 (Cal. Super.)
<i>Riley v. Centerstone of America</i> , Case No. 3:22-cv-00662 (M.D. Tenn.)
<i>Bae v. Pacific City Bank</i> , Case, No. 21STCV45922 (Cal. Super.)
<i>Tucker v. Marietta Area Health Care Inc.</i> , Case No. 2:22-cv-00184 (S.D. Ohio)
<i>Acaley v. Vimeo.com, Inc</i> , Case No. 19-CH-10873 (Cir. Ct. Cook Cnty., Ill.)
<i>Easter v Sound Generations</i> , Case No. 21-2-16953-4 (Wash. Super.)
<i>GPM v City of Los Angeles</i> , Case No. 21STCV11054 (Cal. Super.)
<i>Pagan v. Faneuil, Inc</i> , Case No. 3:22-cv-297 (E.D. Va.)
<i>Estes v. Dean Innovations, Inc.</i> , Case No. 20-CV-22946 (Mult. Cty. Cir. Ct.)
<i>Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.</i> , Case No. 21-2-03929-1 (Wash. Super.)
<i>Gilmore, et al. v. Monsanto Company, et al.</i> , Case No. 3:21-cv-8159 (N.D. Cal.)
<i>Copley v. Bactolac Pharmaceutical, Inc., et al.</i> , Case No. 2:18-cv-00575 (E.D.N.Y.)
<i>James v. CohnReznick LLP</i> , Case No. 1:21-cv-06544 (S.D.N.Y.)
<i>Doe v. Virginia Mason</i> , Case No. 19-2-26674-1 (Wash. Super.)
<i>LaPrairie v. Presidio, Inc., et al</i> , Case No. 1:21-cv-08795 (S.D.N.Y.)
<i>Richardson v. Overlake Hospital Medical Center, et al.</i> , Case No. 20-2-07460-8 (Wash. Super.)
<i>Weidman, et al. v. Ford Motor Company</i> , Case No. 2:18-cv-12719 (E.D. Mich.)
<i>Siqueiros, et al. v. General Motors, LLC</i> , Case No. 3:16-cv-07244 (N.D. Cal.)
<i>Vaccaro v. Delta Drugs, II. Inc.</i> , Case No. 20STCV28871 (Cal. Super.)
<i>Hosch v. Drybar Holdings LLC</i> , Case No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.)
<i>Davidson v. Healthgrades Operating Company, Inc.</i> , Case No. 21-cv-01250 (D. Colo.)
<i>Baldwin, et al. v. National Western Life Insurance Co.</i> , Case No. 2:21-cv-04066 (W.D. Mo.)
<i>Deien v. Seattle City Light</i> , Case No. 19-2-21999-8 (Wash. Super.)
<i>Blake Chapman, et al. v. voestalpine Texas, LLC, et al</i> , Case No. 2:17-cv-00174 (S.D. Tex.)
<i>Hanson v. Welch Foods Inc.</i> , Case No. 3:20-cv-02011 (N.D. Cal.)
<i>McMorrow v. Mondelez International, Inc.</i> , Case No. 3:17-cv-02327 (S.D. Cal.)
<i>Hadley, et al. v. Kellogg Sales Company</i> , Case No. 5:16-cv-04955 (N.D. Cal.)
<i>Miracle-Pond, et al. v. Shutterfly, Inc.</i> , Case No. 16-cv-10984 (Cir. Ct. Cook Cnty., Ill.)
<i>In Re: Sonic Corp. Customer Data Breach Litigation</i> , Case No. 1:17-md-02807 (N.D. Ohio)
<i>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</i> , Case No. 3:18-cv-00850 (E.D. Va.)
<i>Krommenhock, et al. v. Post Foods, LLC</i> , Case No. 3:16-cv-04958 (N.D. Cal.)
<i>Daley, et al. v. Greystar Management Services LP, et al.</i> , Case No. 2:18-cv-00381 (E.D. Wash.)



<i>Brianna Morris v. FPI Management Inc.</i> , Case No. 2:19-cv-0128 (E.D. Wash.)
<i>Kirilose Mansour v. Bumble Trading Inc.</i> , Case No. RIC1810011 (Cal. Super.)
<i>Clopp et. al. v. Pacific Market Research, LLC et. al.</i> , Case No. 21-2-08738-4 (Wash. Super.)
<i>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</i> , Case No. 58410 (E.D. La.)
<i>Jackson-Battle v. Navicent Health, Inc.</i> , Case No. 2020-cv-072287 (Ga Super.)
<i>Fabricant v. Amerisave Mortgage Corp.</i> , Case No. 2:19-cv-04659 (C.D. Cal.)
<i>Jammeh v. HNN Assoc.</i> , Case No. 2:19-cv-00620 (W.D. Wash.)
<i>Farruggio, et al. v. 918 James Receiver, LLC, et al.</i> , Case No. 3831/2017 (N.Y. Sup Ct)
<i>Winters, et al. v. Two Towns Ciderhouse Inc.</i> , Case No. 3:20-cv-00468 (S.D. Cal.)
<i>Siddle, et al. v. The Duracell Company, et al.</i> , Case No. 4:19-cv-00568 (N.D. Cal.)
<i>Lisa Jones, et al. v. Monsanto Company</i> , Case No. 4:19-cv-00102 (W.D. Mo.)
<i>Makaron v. Enagic USA, Inc.</i> , Case No. 2:15-cv-05145 (C.D. Cal.)
<i>John Karpilovsky, et al. v. All Web Leads, Inc.</i> , Case No. 1:17-cv-01307 (N.D. Ill.)
<i>Hughes, et al. v. AutoZone Parts Inc., et al.</i> , Case No. BC631080 (Cal. Super.)
<i>Secaucus Investors LLC and Health Care Grower, LLC v. Harmony Foundation of New Jersey, Inc., et al.</i> , Case No. BER-C-275-21 (N.J. Sup Ct.)
<i>Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</i> , Case No. 3:17-cv-0586 (W.D. Wash.)
<i>Aaron Van Fleet, et al. v. Trion Worlds Inc.</i> , Case No. 535340 (Cal. Super.)
<i>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</i> , Case No. BC652939 (Cal. Super.)
<i>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</i> , Case No. 82253 (La. Dist.)
<i>In re: Sony PS3 "Other OS" Litigation</i> , Case No. 4:10-cv-01811 (N.D. Cal.)
<i>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00169 (D.N.J.)
<i>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00711 (D.N.J.)
<i>Hartig Drug Company Inc., v. Senju Pharmaceutical et al.</i> , Case No. 1:14-cv-00719 (D. Del.)
<i>Gordon v. The Hain Celestial Group, et al.</i> , Case No. 1:16-cv-06526 (S.D.N.Y.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement</i> , MDL No. 2179 (E.D. La.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico –Medical Benefits Settlement</i> , MDL No. 2179 (E.D. La.)
<i>Byrner et al. v. Oregon One, Inc.</i> , Case No. 3:16-cv-01910 (D. Or.)
<i>In re: Google Inc. Cookie Placement Consumer Privacy Litigation</i> , MDL No. 2358 (D. Del.)
<i>In re: Pool Products Distribution Market Antitrust Litigation</i> , MDL No. 2128 (E.D. La.)
<i>In re: Polyurethane Foam Antitrust Litigation</i> , MDL No. 2196 (N.D. Ohio)
<i>In re: Processed Egg Products Antitrust Litigation</i> , MDL No. 2002 (E.D. Pa.)
<i>In re: The Flintkote Company and Flintkote Mines Limited</i> , Case No. 1:04-bk-11300 (Bankr. D. Del.)
<i>In re: Prograf (Tacrolimus) Antitrust Litigation</i> , MDL No. 2242 (D. Mass.)
<i>Markos v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01156 (N.D. Ga.)
<i>Cross v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01270 (N.D. Ga.)
<i>Ferrick v. Spotify USA Inc.</i> , Case No. 1:16-cv-08412 (S.D.N.Y.)



<i>In re: Parmalat Securities Litigation</i> , MDL No. 1653 (S.D.N.Y.)
<i>Smith v. Floor and Décor Outlets of America, Inc.</i> , Case No. 1:15-cv-04316 (N.D. Ga.)
<i>Schwartz v. Intimacy in New York, LLC</i> , Case No. 1:13-cv-05735 (S.D.N.Y.)
<i>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation</i> , MDL No. 2426 (D. Me.)
<i>Young v. Wells Fargo & Co</i> , Case No. 4:08-cv-00507 (S.D. Iowa)
<i>In re: Credit Default Swaps Antitrust Litigation</i> , MDL No. 2476 (S.D.N.Y.)
<i>Anthony Frank Lasseter et al. v. Rite-Aid</i> , Case No. 09-cv-2013-900031 (Ala. Cir. Ct.)
<i>Khoday v. Symantec Corp.</i> , Case No. 0:11-cv-00180 (D. Minn.)
<i>MacKinnon, Jr v. IMVU</i> , Case No. 1-11-cv-193767 (Cal. Super.)
<i>Ebarle, et al. v. LifeLock, Inc.</i> , Case No. 3:15-cv-00258 (N.D. Cal.)
<i>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</i> , Case No. 1:15-cv-05880 (S.D.N.Y.)
<i>Schwartz v. Avis Rent A Car System</i> , Case No. 2:11-cv-04052 (D.N.J.)
<i>Klein v. Budget Rent A Car System</i> , Case No. 2:12-cv-07300 (D.N.J.)
<i>Pietrantonio v. Kmart Corporation</i> , Case No. 15-5292 (Mass. Cmmw.)
<i>Cox, et al. v. Community Loans of America, Inc., et al.</i> , Case No. 4:11-cv-00177 (M.D. Ga.)
<i>Vodenichar. et al. v. Halcón Energy Properties, Inc., et al.</i> , Case No. 2013-512 (Pa. Com. Pleas)
<i>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</i> , Case No. 1208 10246 (Or. Cir.)
<i>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</i> , Case No. 0:13-cv-62019 (S.D. Fla.)
<i>Splater, et al. v. Thermal Ease Hydronic Systems, Inc., et al.</i> , Case No. 03-2-33553-3 (Wash. Super.)
<i>Phillips v. Bank of America</i> , Case No. 15-cv-00598 (Cal. Super.)
<i>Ziwczyzn v. Regions Bank and American Security Insurance Co.</i> , Case No. 1:15-cv-24558 (S.D. Fla)
<i>Dorado vs. Bank of America, N.A.</i> , Case No. 1:16-cv-21147 (S.D. Fla)
<i>Glass v. Black Warrior Electric</i> , Case No. cv-2014-900163 (Ala. Cir.)
<i>Beck v. Harbor Freight Tools USA, Inc.</i> , Case No. 15-cv-00598 (Ohio Com. Pleas)
<i>Ligon v. City of New York, et al.</i> , Case No. 12-cv-2274 (S.D.N.Y.)
<i>Abdellahi, et al., vs. River Metals Recycling, LLC</i> , Case No. 13-CI00095 (Ky. Cir.)
<i>Alegre v. XPO Last Mile, Inc.</i> , Case No. 2:15-cv-02342 (D.N.J.)
<i>Jack Leach, et al. v. E.I. du Pont de Nemours and Co.</i> , Case No. 01-C-608 (W. Va. Cir.)
<i>Hayes, et al. v. Citizens Financial Group Inc., et al.</i> , Case No. 1:16-cv-10671 (D. Mass.)
<i>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</i> , Case No. 1:13-cv-07789 (S.D.N.Y.)
<i>Flo & Eddie, Inc. v. Sirius XM Radio, Inc.</i> , Case No. 2:13-cv-05693 (C.D. Cal.)
<i>Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah</i> , Case No. C13-02656 (Cal. Super.)
<i>Filannino-Restifo, et al. v. TD Bank, N.A.</i> , Case No. 0:18-cv-01159 (D.N.J.)
<i>United States v. Takata Corporation</i> , Case No. 2:16-cv-20810 (E.D. Mich.)
<i>Free Range Content, Inc. v. Google Inc.</i> , Case No. 5:14-cv-02329 (N.D. Cal.)
<i>Bautista v. Valero Marketing and Supply Company</i> , Case No. 3:15-cv-05557 (N.D. Cal.)
<i>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</i> , Case No. cv-16-70667 (Ont. Super. Ct.)
<i>Thierry Muraton -and- Toyota Canada Inc.</i> , Case No. 500-06-000825-162 (Que. Super. Ct.)
<i>In re: Residential Schools Class Action Litigation</i> , Case No. 00-cv-192059 (Ont. Super. Ct.)
<i>In re: Tricor Antitrust Litigation</i> , Case No. 05-340 (D. Del.)



<i>Masztal v. City of Miami</i> , Case No. 3D06-1259 (Fla. Dist. App.)
<i>In re: Tribune Company, et al.</i> , Case No. 08-13141 (D. Del.)
<i>Marian Perez v. Tween Brands Inc.</i> , Case No. 14-cv-001119 (Ohio Com. Pleas)
<i>Ferguson v. Safeco</i> , Case No. DV 04-628B (Mont. Dist.)
<i>Williams v. Duke Energy</i> , Case No. 1:08-cv-00046 (S.D. Ohio)
<i>Boone v. City of Philadelphia</i> , Case No. 2:05-cv-01851 (E.D. Pa.)
<i>In re: Lehman Brothers Inc.</i> , Case No. 08-13555, 08-01420 (Bankr. S.D.N.Y.)
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i> , MDL No. 1796 (D.D.C.)
<i>In re: Countrywide Customer Data Breach Litigation</i> , MDL No. 1998 (W.D. Ky.)
<i>In re: Checking Account Overdraft Litigation</i> , MDL No. 2036 (S.D. Fla.)
<i>In re: Heartland Data Security Breach Litigation</i> , MDL No. 2046 (S.D. Tex.)
<i>Schulte v. Fifth Third Bank</i> , Case No. 1:09-cv-06655 (N.D. Ill.)
<i>Mathena v. Webster Bank, N.A.</i> , Case No. 3:10-cv-01448 (D. Conn.)
<i>Delandro v. County of Allegheny</i> , Case No. 2:06-cv-00927 (W.D. Pa.)
<i>Trombley v. National City Bank</i> , Case No. 1:10-cv-00232 (D.D.C.)
<i>Fontaine v. Attorney General of Canada</i> , Case No. 00-cv-192059 CP (Ont. Super. Ct.)
<i>Marolda v. Symantec Corp.</i> , Case No. 3:08-cv-05701 (N.D. Cal.)



Exhibit B: CV of Eisner Advisory Group LLC



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

⁴Work performed as Postlethwaite & Netterville, APAC (P&N)

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.



Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Brim v. Prestige Care Inc Data Breach***, Case No. 3:24-cv-05133-BHS (W.D. Wash.), Judge Benjamin H. Settle ruled on April 21, 2025:

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a 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 timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

- ***Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc., et al.***, Case No. 2:18-cv-7889 (E.D. La.), Judge Susie Morgan ruled on March 26, 2025:

Notices given to Class Members and all other interested parties throughout this proceeding with respect to the certification of the Class, the proposed Settlement, and all related procedures and hearings, including, without limitation, the notices to putative Class Members and others, were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties of the pendency of the action, the certification of the Class, the Settlement Agreement and its contents, the proof of claim process, Class Members' right to be represented by private counsel, at their own costs, and Class Members' right to appear in Court to have their objections heard, and to afford Class Members an opportunity to exclude themselves from the Class and to object to the Settlement Agreement. Such notices complied with all requirements of the federal and state constitutions, including the due process clauses, and Rule 23 of the Federal Rules of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined[.]

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- **In Re: Hapy Bear Surgery Center Data Security Incident Litigation**, Case No. VCU307987 (Cal. Super. Ct.), Judge Gary Johnson ruled on March 3, 2025:

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- **Tecku v. Yieldstreet, Inc.**, Case No. 1:20-cv-07327-VM-SDA (S.D.N.Y.), Judge Victor Marrero ruled on February 21, 2025:

In accordance with the Court's Preliminary Approval Order, the Court hereby finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons and entities entitled to such notice....The notice of the pendency and proposed Settlement of the Action given to the Settlement Class was the best notice practicable under the circumstances, including the individual and direct notice by both U.S. mail and email to all Members of the Settlement Class based on contact information supplied by each member of the Settlement Class to Yieldstreet. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.



- ***In re Kannact, Inc. Data Security Incident***, Case No. 6:23-cv-1132-AA (D. Or.), Judge Ann Aiken ruled on January 22, 2025:

The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process. The fact that the Notices reached 86.59% of the Settlement Class indicates that the Notice program was successful and consistent with Fed. R. Civ. P. 23 and due process.

- ***Webb, et al. v. Injured Workers Pharmacy, LLC***, Case No. 1:22-cv-10797-RGS (D. Mass.), Judge Richard G. Stearns ruled on January 16, 2025:

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

- ***Tracey, et al. v. Elekta, Inc., et al.***, Case No. 1:21-cv-02851 (N.D. Ga.), Judge Steven D. Grimberg ruled on January 7, 2025:

The distribution, form, and content of the Notice has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- ***Meholic, et al. v. Seattle Arena Company***, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.



- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Ayala v. Commonwealth Health Physician Network, et al.**, Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.), Judge James A Gibbons ruled on October 29, 2024:

The Court finds that the form, content, and method of giving notice to the Settlement Class, as described in the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

- **M.S. and D.H. v. Med-Data, Inc.**, Case 4:22-cv-00187 (S.D. Tex.), Judge Charles Eskridge ruled on September 11, 2024:

On December 20, 2023, the Court appointed Settlement Administrator, Postlethwaite & Netterville ("P&N"), who properly and timely notified the appropriate state and federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court finds that the notice satisfied the requirements of CAFA and that more than ninety (90) days have elapsed since notice was provided, as required by 28 U.S.C. § 1715(d).

P&N executed the Notice Plan outlined in the Settlement Agreement and approved by the Court in its Preliminary Approval Order as meeting the requirements of due process and Federal Rule of Civil Procedure 23. The Notice Plan reached 86.92% of Settlement Class Members. The notices apprised the Settlement Class members of the pendency of the litigation; of all material elements of the proposed Settlement; of the res judicata effect on members of the class and of their opportunity to object to, comment on, or opt out of, the Settlement; of the identity of Class Counsel and



Class Counsel's contact information; and of the right to appear at the Final Approval Hearing. The Notice Plan prescribed by the Settlement Agreement provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Settlement Agreement, to all parties entitled to such notice.

The Notice Plan satisfied Federal Rule of Civil Procedure 23 and the requirements of due process, provided the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, provided an opportunity for Settlement Class Members to object or exclude themselves from the Settlement, and supports the Court's exercise of jurisdiction over Settlement Class Members as contemplated in the Settlement Agreement and this Final Approval Order.

- **McFadden, et al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper**, Case No. 1:20-cv-00166 (D.D.C), Judge Zia M. Faruqi ruled on April 25, 2024:

The distribution and publication of notice of the settlement as provided for in this Court's Preliminary Approval Order of November 8, 2023, constituted the best notice practicable under the circumstances, including individual notice to Class Members. This notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process.

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.

- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice



to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- **In re: Cathode Ray Tube (CRT) Antitrust Litigation (Indirect Purchasers)**, Case No. 4:07-cv-05944 (N.D. Cal.), Judge Jon S. Tigar ruled on November 6, 2023:

The notice given to the Class of the Settlements set forth in the Settlement Agreement and other matters set forth therein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and all applicable state laws.

- **Buck v. American General Life Insurance Company**, Case No. 1:17-cv-13278-CPO-EAP (D.N.J.), Judge Christine P. O'Hearn ruled on September 29, 2023:

[T]he Court finds that the form and manner of the Class Notice, consisting of a Short Form Class Notice mailed out via postcard, Long Form Class Notice placed on the settlement website, and Publication Notice published in a newspaper of national circulation (USA Today), was accurate, objective, informative, and sufficiently provided Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness, and, therefore, met the requirements of Fed. R. Civ. P. 23 (including Rules 23(e)(1)(B) and 23(c)(2)(B)), due process, the Constitution of the United States, and all other applicable standards.



- **Fabricant v. Top Flite Financial, Inc.**, Case No. 20STCV13837 (Cal. Super. Ct.), Judge Lawrence Riff ruled on August 28, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process

- **Easter v. Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers ruled on July 14, 2023:

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Cir. Ct. 15th Jud. Cir., Lee Cnty., Ill.), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the



requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.



- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al**, No. 21-2-03929-1-SEA (Wash. Super. Ct.), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures



set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, et al. v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).



- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) Constituted the best practicable notice, under the circumstances;*
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Wash. Super. Ct.), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient



notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).

- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Wash. Super. Ct.), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort.



- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class... was the best practicable notice under the circumstances. The Class Notice program... was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice



to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy



Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc.**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process.... With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:



- a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
- b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.
 - **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.
 - **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the



Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D. La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*



- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*
- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



Exhibit C: Short-Form Notice



United States District Court

Hazdovac v. Mercedes-Benz USA, LLC et al.

Case No. 3:20- CV-377 (N.D. Cal.)

Class Action Notice

Authorized by the U.S. District Court



Example QR Code.
Replace this with case
specific QR Code.



Did you pay out of pocket for the diagnosis, repair, or replacement of vehicle parts for a model year 2015 to present Mercedes-Benz vehicle between 4 years/50,000 miles and 7 year/70,000 miles?

If the vehicle parts are among those covered by the Settlement and your vehicle was registered in a covered state, you may be entitled to significant reimbursement for your out-of-pocket costs

Please scan the code or visit [WEBSITE] to learn more about the covered parts and your eligibility to receive payment.

Key things to know:

- This is an important legal document.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue Mercedes-Benz USA, LLC about the same issues.
- If you have questions or need assistance, please call [phone number] or email [email address].
- You can learn more at [\[website\]](#) or by scanning the QR code.

Hazdovac v. MBUSA Settlement Administrator

P.O. Box XXXX

Baton Rouge, LA 70821

Postage

Court-Approved Legal Notice



Settlement Claim ID: [Claim ID]

[First Name] [Last Name]

[Address 1]

[Address 2]

[City] [State] [Zip]

This is an important notice
about a class action lawsuit.

Exhibit D: Propose Banner Notice



Did you pay out of pocket to diagnose, repair, or replace parts on your 2015 or newer Mercedes-Benz?

In select states, a class action lawsuit may entitle you to money.

LEARN WHICH STATES APPLY AND IF YOUR CAR IS COVERED



Did you pay out of pocket to diagnose, repair, or replace parts on your 2015 or newer Mercedes-Benz?

In select states, a class action lawsuit may entitle you to money.

LEARN WHICH STATES APPLY AND IF YOUR CAR IS COVERED



Did you pay out of pocket to diagnose, repair, or replace parts on your 2015 or newer Mercedes-Benz?

In select states, a class action lawsuit may entitle you to money.

LEARN WHICH STATES APPLY AND IF YOUR CAR IS COVERED



Did you pay out of pocket to diagnose, repair, or replace parts on your 2015 or newer Mercedes-Benz?

In select states, a class action lawsuit may entitle you to money.

LEARN WHICH STATES APPLY AND IF YOUR CAR IS COVERED

Exhibit E: Long Form Notice



United States District Court for the Northern District of California

Hazdovac v. Mercedes-Benz USA, LLC et al.

Case No. 3:20- CV-377

Class Action Notice

Authorized by the U.S. District Court

Did you pay out of pocket for the diagnosis, repair, or replacement of vehicle parts for a model year 2015 to present Mercedes-Benz vehicle between 4 years/50,000 miles and 7 year/70,000 miles?

There is a Settlement. If the vehicle parts you paid for are among those covered by the Settlement and your vehicle was registered in a covered state, you may be entitled to significant reimbursement for your out-of-pocket costs.

Please read on to learn more about the Settlement, the covered parts, and your eligibility to receive payment.

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: [[website](#)].

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About This Notice

Why did I get this notice?

The notice is to tell you about the settlement of a class action lawsuit, *Hazdovac v. Mercedes-Benz USA, LLC et al.* It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available on the settlement website, [INSERT LINK], by contacting class counsel (see Key Resources below), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

You received this notice because you may be a member of the group of people affected, called the "class." This notice explains the lawsuit, gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

The Plaintiff in the lawsuit alleges that the Defendant, Mercedes-Benz USA, LLC, ("MBUSA") did not identify fourteen (14) vehicle parts ("the Subject Parts") in Mercedes vehicles that should properly be classified as "high-cost" or "high-priced" emissions warranty parts or ("HPP"), under the requirements of the California Emissions Warranty ("HPP Warranty") (California Code of Regulations ("CCR") Title 13, § § 2035 et seq.) and covered under the HPP Warranty for 7 years and/or 70,000 miles, whichever comes first. MBUSA denies the material factual allegations and legal claims asserted by the Plaintiff and Settlement Class Members in the Litigation, including, but not limited to, any and all charges of wrongdoing or liability, or allegations of defect, arising out

of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit a Reimbursement Claim Form	If you have paid out of pocket for a repair or diagnosis of one of the covered parts (or if you pay for such a repair or diagnosis before the settlement is finally approved), you may be eligible to receive money from the settlement. If you want to receive money from the settlement, you must complete and submit a Claim Form. The Claim Form and information on how to submit it are available on the Settlement website. Claim Forms must be postmarked (if mailed) or received (if submitted online) on or before [DATE].
Do Nothing	You will be bound by the settlement. You will not get a payment from the settlement and you will give up your right to sue MBUSA or other released parties on your own for the same legal claims made in this lawsuit or released by the settlement.
Opt Out	If you wish to exclude yourself from the Settlement Class, you must submit a written request to the Settlement Administrator by [DATE]. If you exclude yourself, you will not be bound by the settlement and will not be eligible to receive money from the settlement. You may be allowed to bring another lawsuit against MBUSA about the same issues.
Object or Speak at the Fairness Hearing	If you object to all or any part of the Settlement, request for attorneys' fees, reimbursement of expenses, or service awards to the Class Representative, or desire to speak in person at the Fairness Hearing, you must submit a written letter of objection and/or a notice of intention to speak along with a summary statement to the Court by [DATE]. You can object or ask to speak at the Fairness hearing AND submit a Reimbursement Claim Form.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to submit a Reimbursement Claim Form for a Qualified Repair or Qualified Diagnosis that occurred prior to the Notice Date of **[date]**: **[date]**

Your deadline to submit a Reimbursement Claim Form for a Qualified Repair or Qualified Diagnosis that occurred after the Notice Date of **[date]**, but before the Effective Date: **within sixty (60) days of the date of repair or diagnosis**

Learning About the Lawsuit

What is this lawsuit about?

The lawsuit is known as *Hazdovac v. Mercedes-Benz USA, LLC et al.*, Case No. 3:20-CV-377 (N.D. Cal.). Chief Judge Richard Seeborg of the United States District Court for the Northern District of California is overseeing this case.

This lawsuit is a class action. In a class action, one or more people or entities called “Class Representatives” sue on behalf of others with similar claims. The Class Representatives and the entities on whose behalf they have sued together are the “Class” or “Class members.” In a class action lawsuit, one court resolves the issues for everyone in the Class, which does not include those Class members who exclude themselves (i.e., “opt out”) from the Class.

The company that is sued is called the “Defendant.” In this case, the Defendant is Mercedes-Benz USA, LLC (“MBUSA”).

The Plaintiff alleges that MBUSA did not identify fourteen (14) vehicle parts (“the Subject Parts”) in Mercedes-Benz vehicles that should

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at: [\[website\]](#)

properly be classified as “high-cost” or “high-priced” emissions warranty parts or (“HPP”), under the requirements of the California Emissions Warranty (“HPP Warranty”) (California Code of Regulations (“CCR”) Title 13, § § 2035 et seq.) and covered under the HPP Warranty for 7 years and/or 70,000 miles, whichever comes first.

The 14 vehicle parts are: (1) Manifold PCV Connection Assembly; (2) Power Train Control Unit (PCM); (3) Accelerator Pedal Sensor; (4) Accelerator Pedal; (5) Partial Load Operation Crankcase Ventilation Valve; (6) Clean Air Line; (7) Pressure Sensor Downstream of Air Filter; (8) Check Valve within the EVAP System; (9) Crankcase Ventilation System; (10) Vent Control Valve; (11) Charcoal Canister; (12) Fuel Tank Level Indicator Fill Level Sensors; (13) Coolant Thermostat; and (14) ESP Electronic Stability Program Control Unit.

If you paid out of pocket for the diagnosis, repair, or replacement of the Subject Parts for a model year 2015 to present Mercedes-Benz vehicle between 4 years/50,000 miles and 7 year/70,000 miles and your vehicle was registered in California or another covered state, you may be entitled to significant reimbursement for your out-of-pocket costs. You also may be entitled to coverage of the Subject Parts on a going forward basis, as explained below.

MBUSA denies the material factual allegations and legal claims asserted by the Plaintiff and Settlement Class Members in the Litigation, including, but not limited to, any and all charges of wrongdoing or liability, or allegations of defect, arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation.

Why is there a settlement in this lawsuit?

The Settling Parties have agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The Settlement is on behalf of the Plaintiff who brought the case and all members of the Settlement Class, which includes all Persons, in Section 177 States (which include California and other states who have adopted California's HPP Warranty requirements, including Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington), who purchased or leased Mercedes-Benz vehicles between model year 2015 and the present that are covered by an HPP Warranty. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom 3, 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the Fairness Hearing, but you may at your own expense. You may also ask the Court for permission to speak and

express your opinion about the Settlement (if you want to object to the settlement, see below for information on how to do that). If the Court does not approve the Settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the settlement provide?

Mercedes-Benz USA, LLC, agrees to provide the following consideration to the Settlement Class.

- A. **Reimbursement for Qualified Repairs** - Settlement Class Members shall be entitled to submit claims for reimbursement of out-of-pocket costs paid by them for Qualified Repairs to their Subject Vehicles. MBUSA agrees to provide 50% reimbursement for out-of-pocket costs (limited to the parts, labor, and diagnosis) for Valid Claims for such Qualified Repairs that were incurred after the expiration of the Subject Vehicle's 4-year/50,000-mile warranty but before the expiration of the Subject Vehicle's 7-year/70,000-mile warranty. A "Qualified Repair" means a repair, replacement, or diagnosis (unless the diagnosis was a Qualified Diagnosis) of a Subject Part on a Subject Vehicle performed at an Authorized Service Center before the Effective Date and that is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the Subject Parts).
- B. **Reimbursement for Cost of Qualified Diagnosis** - Settlement Class Members shall be entitled to submit claims for reimbursement of out-of-pocket costs paid by them for Qualified Diagnoses to their Subject Vehicles. MBUSA agrees to provide

100% reimbursement for out-of-pocket costs (limited to the labor and diagnosis) for Valid Claims for such Qualified Diagnoses that were incurred after the expiration of the Subject Vehicle's 4-year/50,000-mile warranty but before the expiration of the Subject Vehicle's 7-year/70,000-mile warranty. A "Qualified Diagnosis" means a diagnosis of a Subject Part on a Subject Vehicle performed at an Authorized Service Center before the Effective Date but only if, (1) after receiving the diagnosis, the owner did not repair or replace the Subject Part at an Authorized Service Center or at all, and (2) the Subject Part or Subject Vehicle is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the Subject Parts).

- C. **HPP Coverage for Subject Parts** - On a going forward basis, beginning on the Effective Date and continuing thereafter, Defendant will provide 100% coverage for the repair, replacement, or diagnosis of a Subject Part on a Subject Vehicle performed at an Authorized Service Center, after the expiration of the Subject Vehicle's 4-year/50,000-mile warranty but before the expiration of the Subject Vehicle's 7-year/70,000-mile warranty upon confirmation that the part(s) presented for repair, replacement, or diagnosis are Subject Parts of a Subject Vehicle and that the repair or replacement is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the warranty book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the Subject Parts).

"Subject Parts" means the following parts for a Subject Vehicle: (1) Manifold PCV Connection Assembly; (2) Power Train Control Unit (PCM); (3) Accelerator Pedal Sensor; (4) Accelerator Pedal; (5) Partial Load Operation Crankcase Ventilation Valve; (6) Clean Air Line; (7) Pressure Sensor Downstream of Air Filter (8) Check Valve; (9) Crankcase Ventilation System; (10) Vent Control Valve; (11) Charcoal Canister; (12)

Fuel Tank Level Indicator Fill Level Sensors; (13) Coolant Thermostat, and (14) ESP Electronic Stability Program Control Unit.

“Subject Vehicle” means a Mercedes-Benz vehicle between model year 2015 and the present that is, or was, covered by the HPP Warranties.

“Authorized Service Center” means any service center specifically authorized at the time of repair or presentment to provide warranty services for Mercedes-Benz vehicles, including authorized Mercedes-Benz dealerships and authorized Mercedes-Benz Service Centers, which are identifiable by ZIP code at https://www.mbusa.com/mercedes/dealers/schedule_service. For avoidance of doubt, an Authorized Service Center shall not be considered as such unless it was or is an Authorized Service Center at the time that any relevant repair, replacement, or diagnosis occurred or occurs.

There shall be no double recovery under the Settlement. Thus, if a Settlement Class Member receives or received goodwill, extended warranty coverage, or any other form of coverage for a repair, replacement, or diagnosis otherwise subject to reimbursement under this Agreement, the total amount of reimbursement available to that Settlement Class Member under this Agreement will be offset by any goodwill, extended warranty coverage, or other form of coverage that Settlement Class Member received or receives for the relevant repair, replacement, or diagnosis.

How do I know if I am part of this settlement?

The Settlement Class includes all Persons, in Section 177 States (also called Reg. 177 States), who purchased or leased Mercedes-Benz vehicles between model year 2015 and the present that are covered by an HPP Warranty.

In other words,

If,

1. Your vehicle was registered in California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, or Washington (the Section 177 States) between

- 2015 and the present. (Note that the model year class coverage start date differs by state and is listed below for each Reg. 177 State); and
2. Your vehicle was covered by the “HPP Warranty” provided by MBUSA, which covers high-priced, emissions-related parts for the period between 4-years/50,000 miles and 7 years/70,000 miles. (Your vehicle likely is covered by the HPP Warranty, unless it is an electric vehicle. If you have any questions, please check your warranty book or contact the Settlement Administrator); and
 3. You paid to diagnose, repair, or replace any one or more of the “Subject Parts,” i.e., (1) Manifold PCV Connection Assembly; (2) Power Train Control Unit (PCM); (3) Accelerator Pedal Sensor; (4) Accelerator Pedal; (5) Partial Load Operation Crankcase Ventilation Valve; (6) Clean Air Line; (7) Pressure Sensor Downstream of Air Filter; (8) Check Valve within the EVAP System; (9) Crankcase Ventilation System; (10) Vent Control Valve; (11) Charcoal Canister; (12) Fuel Tank Level Indicator Fill Level Sensors; (13) Coolant Thermostat; and (14) ESP Electronic Stability Program Control Unit; and
 4. Your payment for diagnosis, repair, or replacement of any of the Subject Parts occurred between 4 years/50,000 miles and 7 years/70,000 miles;

You may be entitled to reimbursement for your out-of-pocket costs, as explained above.

You also may be entitled to coverage of the Subject Parts on a going forward basis, as explained above.

Please review all of the Sections of this Notice below carefully for eligibility and details. If you have any questions regarding eligibility, please review the FAQ’s or contact the Settlement Administrator.

“Section 177 States” or “Reg. 177 States” means States that have implemented California’s Low-Emission Vehicle (LEV) criteria pollutant and greenhouse gas (GHG) emission regulations and Zero Emission Vehicle (ZEV) regulations under Section 177 of the Clean Air Act, 42 U.S.C. §7507. At various times during the relevant period (and as set forth below), the Reg. 177 States included, in addition to California: Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts,

Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington. Certain of these states are Reg. 177 states only as to certain model year vehicles.

The model year class coverage start date is listed below for each Reg. 177 State.

- California - Model Year Class Coverage Start: 2015
- Colorado - Model Year Class Coverage Start: 2022
- Connecticut - Model Year Class Coverage Start: 2015
- Delaware - Model Year Class Coverage Start: 2015
- Maine - Model Year Class Coverage Start: 2015
- Maryland - Model Year Class Coverage Start: 2015
- Massachusetts - Model Year Class Coverage Start: 2015
- Minnesota - Model Year Class Coverage Start: 2025
- Nevada - Model Year Class Coverage Start: 2025
- New Jersey - Model Year Class Coverage Start: 2015
- New York - Model Year Class Coverage Start: 2015
- Oregon - Model Year Class Coverage Start: 2015
- Pennsylvania - Model Year Class Coverage Start: 2015
- Rhode Island - Model Year Class Coverage Start: 2015
- Vermont - Model Year Class Coverage Start: 2015
- Virginia - Model Year Class Coverage Start: 2025
- Washington - Model Year Class Coverage Start: 2015

The following persons are excluded from the Settlement Class: a) Persons who have settled with, released, or otherwise had claims adjudicated on the merits for or against Defendant or any Released Party that are substantially similar to the Litigation Claims (i.e., alleging that that Defendant or the Released Parties did not identify the Subject Parts as “high-cost emissions warranty parts” under California’s emissions warranty requirements and covered under the HPP

Warranty); b) Defendant and its officers, directors and employees, as well as their corporate affiliates and the corporate affiliates' officers, directors and employees; c) Counsel to any of the parties; d) Judge Richard Seeborg, any district court or appellate judge later assigned to this matter, the Mediator, and members of their respective immediate families; e) Governmental entities; and, f) Persons who properly elect to be excluded from the Settlement Class.

How much will my payment be?

You may be able to get money from the Settlement. To get a payment, you must submit a valid Claim Form.

The payment amount to individual Settlement Class Members will vary based on the Qualified Repair and Qualified Diagnosis out-of-pocket costs paid for by the Settlement Class Member and the supporting documentation provided.

Each Settlement Class Member who submits a Reimbursement Claim Form on time is eligible to receive 50% reimbursement for out-of-pocket costs for Qualified Repairs and 100% reimbursement for out-of-pocket costs for Qualified Diagnosis subject to valid documentation.

If you did not or do not receive, or did not or do not incur any out-of-pocket costs for, a Qualified Repair or Qualified Diagnosis before the Effective Date of the Settlement, then you will not be eligible to receive any reimbursement. You will, however, still receive the going-forward HPP Coverage agreed to by Defendant as part of the settlement.

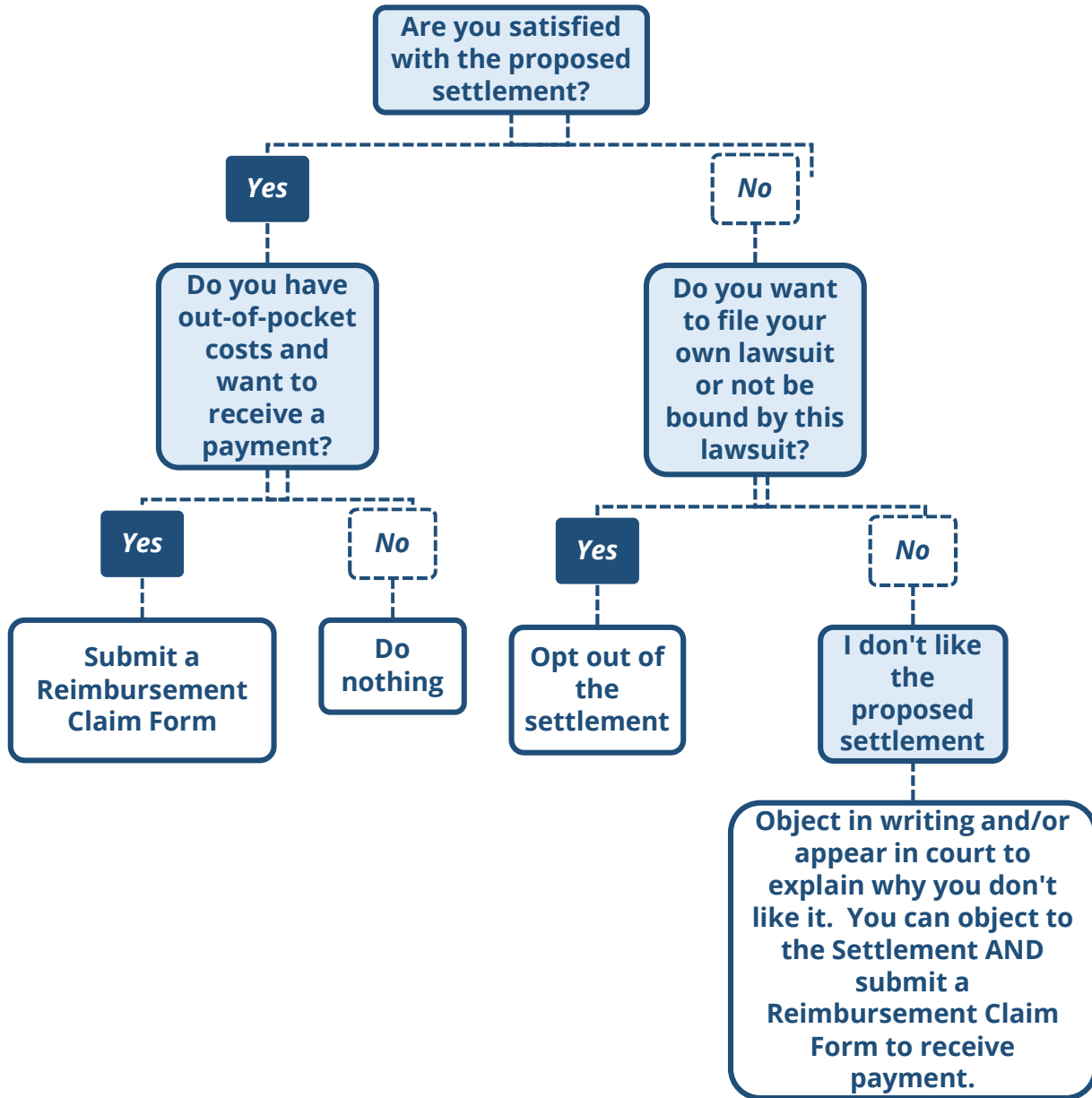
Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a Reimbursement Claim Form if you have eligible out-of-pocket costs, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



How to Get a Payment by Submitting a Claim

How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed Reimbursement Claim Form to the Settlement Administrator online or download a Reimbursement Claim Form at [website] and mail to the Settlement Administrator at Hazdovac v. MBUSA Settlement Administrator, P.O. Box XXXX, Baton Rouge, LA 70821.

The following items of proof must be submitted with the completed Reimbursement Claim Form:

- a) Itemized repair order or invoice or other documentation showing that the Subject Vehicle received a Qualified Repair (e.g., the repair invoice must show that a Subject Part was repaired or replaced) or Qualified Diagnosis and the cost of the relevant repair, replacement, or diagnosis. A repair, replacement, or diagnosis shall not qualify for reimbursement if it is subject to any exclusion to the applicable HPP Warranty (e.g., a repair or replacement will not be covered in the event of odometer tampering, accident damage, etc.);
- b) Proof of the Settlement Class Member's payment for the Qualified Repair or Qualified Diagnosis (e.g., credit card statement, invoice showing zero balance, receipt showing payment, etc.); and
- c) Proof of the Settlement Class Member's ownership or leasing of the Subject Vehicle at the time of the Qualified Repair.
- d) Proof of the Settlement Class Member's registration in a covered Section 177 state at the time of the claimed Qualified Repair or Qualified Diagnosis.

For a Qualified Repair or Qualified Diagnosis that occurred prior to the Notice Date, a Reimbursement Claim Form must be submitted to the Settlement Administrator postmarked or submitted electronically no later than [Deadline].

For a Qualified Repair or Qualified Diagnosis that occurred after

the Notice Date, but before the Effective Date, the Reimbursement Claim Form must be submitted to the Settlement Administrator postmarked or submitted electronically **within sixty (60) days of the date of repair or diagnosis**.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Jordan L. Lurie and Ari Y. Bassler of Pomerantz LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid by Defendant, as approved by the Court. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$2,812,500.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment up to \$10,000 to the Class Representative for their time and effort they contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the Settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the program changes called for by the proposed Settlement.

How do I opt out?

To opt out of the settlement and be excluded from the Settlement Class, you must mail notification of your intent to opt out by [date] to the Settlement Administrator at:

Hazdovac v. MBUSA Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

Such request for opt-out must be made in **writing** and contain:

- (1) the Person's name;
- (2) his or her current address and telephone number;
- (3) his or her Subject Vehicle Identification Number and the dates of ownership or lease for such Subject Vehicle;
- (4) a dated, handwritten signature; and
- (5) a written statement that such Person has reviewed the Class Notice and wishes to be excluded from the Settlement.

Objecting to the Settlement

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object.

You can ask the Court to deny approval by filing an objection. You must

give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement—it cannot change the terms of the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

The Court can only approve or deny the You may, but don't need to, hire your own lawyer to help you.

To object, you must submit a written objection to the Court that includes:

- (1) the case name and number *Hazdovac v. Mercedes Benz USA, LLC*, Case No. 20-cv-00377-RS (N.D. Cal.);
- (2) the Settlement Class Member's full name, current address and telephone number;
- (3) the relevant Subject Vehicle model year and Identification Number associated with the vehicle giving rise to standing to make an Objection, and the dates of ownership or leasing of said vehicle;
- (4) a statement that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member, and has not opted out and does not plan to opt out of the Settlement Class;
- (5) a complete statement of all legal and factual bases for any Objection that the objector wishes to assert and whether the objection applies only to the objector, a part of the Settlement Class, or the entire Settlement Class;
- (6) copies of any documents the objector wishes to submit in support;
- (7) the name and address of the attorney(s), if any, who is representing the objecting Settlement Class Member in making the objection or who may be entitled to compensation in connection with the objection;
- (8) a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or

- without counsel;
- (9) the identity of all counsel (if any) who will appear on behalf of the Settlement Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
 - (10) a dated, handwritten signature of the Settlement Class Member objecting, in addition to the signature of any attorney representing the Settlement Class Member objecting in connection with the objection;
 - (11) the date of the objection;
 - (12) a list of all cases in which the Settlement Class Member and/or his or her counsel filed or in any way participated – financially or otherwise – in objecting to a class settlement during the preceding five years (and if the Settlement Class Member or their counsel has not made any such prior objection, the Settlement Class Member will affirmatively so state in the written materials provided with the objection).

Your objection should be submitted to the Court either by filing it electronically or in person at any location of the United States District Court for the Northern District of California or by mailing the objection to the Class Action Clerk at the following address:

Class Action Clerk
U.S. District Court for the Northern District of California
450 Golden Gate Ave.
San Francisco, CA 94102

Your objection must be filed or postmarked on or before [deadline].

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its “release” provisions and all related Court orders. That means you won’t be able to start, continue, or be part of any other lawsuit against Mercedes-Benz USA, LLC about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found at [website].

Key Resources

How do I get more information?

- This notice is a summary of the proposed settlement. The complete settlement with all its terms and FAQ's can be found at [website]. To get a copy of the settlement agreement or get answers to your questions, please visit [website] or contact the Settlement Administrator.

Resource	Contact Information
Case website	[website]
Settlement Administrator	Hazdovac v. MBUSA Settlement Administrator P.O. Box XXXX Baton Rouge, LA 70821 [Phone Number] [Email Address]
Your Lawyers	Jordan L. Lurie Ari Y. Basser POMERANTZ LLP 1100 Glendon Ave, Fl. 15 Los Angeles, CA 90024
Court (DO NOT CONTACT)	United States District Court Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102

Exhibit F: Data Management Practices and Security Protocols

Data Management Practices and Security Protocols

Confidentiality is Paramount for Our Profession

Confidentiality is of the utmost importance to our client relationships. At EisnerAmper, we are committed to keeping client data secure, which is why we have designed engagement tools and policies to help ensure information security and privacy.

EisnerAmper employs professionals that maintain numerous information technology and data security certifications as well as a Service Organization Control (SOC) services team that has substantial experience in performing SOC engagements for service organizations in a variety of industries. Our SOC services team includes personnel with specialized internal control training and backgrounds. Our professionals have completed the AICPA’s SOC School and hold relevant industry certifications. Our professionals help ensure that service organizations receive the highest level of assurance over the effectiveness of their internal controls.



EisnerAmper professionals maintain the following certifications related to information technology, data security, internal controls, and compliance:

CISA (Certified Information Systems Auditor)	CIA (Certified Internal Auditor)
CISSP (Certified Info Systems Security Professional)	CITP (Certified Information Technology Professional)
CIPP/US (Certified Information Privacy Professional/United States)	CRISC (Certified in Risk & Information Systems Control)
CIPM (Certified Information Privacy Manager)	Certified HITRUST Practitioner
JNCIS (Juniper Networks Cert. Internet Specialist)	VCP5 (VMware Certified Professional v5)
RSA/CSE (Certified Security Engineer)	VCP6 (VMware Certified Professional v6)
Checkpoint Certified Security Admin	MCITP (Microsoft Certified IT Professional)
MCITP & MCSE - Messaging	MCSE (Microsoft Certified System Engineer)
CCSP (Cisco Certified Security Professional)	CCVP (Cisco Certified Voice Professional)
CCNA (Cisco Certified Network Associate)	CCNP (Cisco Certified Network Professional)
JNCIA (Juniper Networks Certified Associate)	CCDA (Cisco Certified Design Associate)

MCNE (Master Certified Novell Engineer)

BCFP (Brocade Fiber Channel Professional)

BCSD (Brocade Certified SAN Designer)

EnCE (Encase Certified Forensic Examiner)

DOSD (Dell On Site Diagnostics)

AccessData Certified Forensic Examiner

Our security processes follow industry accepted standards such as NIST, HITRUST, CIS Controls; any required elements from regulatory bodies/legislation such as AICPA, HIPAA, HITECH, FFIEC, CUNA, various state requirements; and vendor best practices (i.e. Microsoft, Cisco, VMWare, etc.) We apply the same requirements delivered through our client engagements to our internal processes. Our work product for client engagements have been reviewed, tested, and ultimately accepted by regulatory bodies and government entities such as OCR, FFIEC, and CUNA.

The EisnerAmper Team served as an expert in an Office for Civil Rights (OCR) investigation for a HIPAA breach at a large, national covered entity. OCR recognized the EisnerAmper Team as "HIPAA Experts" in their final report.

Overview of General Security Practices

Eisner Advisory Group LLC, EisnerAmper LLP and all applicable subsidiaries maintain their network environment with a managed data center provider with locations exclusively in the U.S. The environment is protected at the perimeter with:

- ▲ ***Next-generation firewalls***
- ▲ ***DMZ***
- ▲ ***24/7 Intrusion Detection & Prevention services***

On the interior, activities are monitored with:

- ▲ ***Web Application Firewalls***
- ▲ ***Inbound/outbound Internet and Email filtering***
- ▲ ***Data Loss Prevention***
- ▲ ***Endpoint Detection & Response systems on every endpoint and server***

System patching and vulnerability remediation are fully automated. All internal data is encrypted using TLS 1.3 in transit and multi-factor-authentication is used for authentication. EisnerAmper

employees receive mandatory Information Security and Social Engineering training on an annual basis.

Client Data Hosting & Security

We utilize data hosting and security services of DartPoints, who maintains certified data centers that adhere to the most rigid standards and meet compliance regulations like PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley.



DartPoints Operating Company, LLC. undergoes an annual System and Organizational Controls 2 (SOC 2), Type II exam covering the Security, Confidentiality, Availability, and Processing Integrity Trust Services Categories. EisnerAmper has reviewed the most recent independent auditor report and attest that the scope addressed the current SOC 2, Type II trust services criteria for the in scope categories and the audit opinion was unmodified ("clean" opinion), in all material respects. Based on EisnerAmper's ongoing vendor monitoring procedures, DartPoints SOC 2, Type II exams have consistently included an unmodified opinion.

Web Application Firewall (WAF)

EisnerAmper utilizes Cloudflare's Web Application Firewall (WAF) to provide robust protection of websites by leveraging advanced threat intelligence and machine learning. Cloudflare blocks the latest attacks, including zero-day exploits, by processing millions of HTTP requests per second. The WAF uses managed and custom rulesets to prevent common threats like SQL injection, cross-site scripting, and credential stuffing. Additionally, you can define challenges or block certain traffic based on the IP address's geographical location. With fast deployment and easy management, Cloudflare's WAF integrates seamlessly with the firm's other security measures.



Two-Factor Authentication

Our proprietary claims management applications utilize two-factor authentication provided by Duo Security (<https://duo.com>) for all system users. As described by Duo, *"two-factor authentication adds a second layer of security to your online accounts. Verifying your identity using a second factor (like your mobile phone or other mobile device) prevents anyone but you from logging in, even if they know your password."*



Mass Data Transmission Through Secure Web Portal

In our efforts to use technology to make our client relationships more effective and efficient, EisnerAmper can establish a secure web portal for data transfer on an as-needed basis. Simply put, a secure web portal is a password protected area on our servers that allows users to securely transfer and retrieve information. When transferring a large volume of documents, using a secure web portal is a more efficient practice than traditional methods.

Limited Access to Information and Data Encryption


EisnerAmper makes every reasonable effort to limit access to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request of information resources. Data is protected in transit using TLS 1.3. To further enhance the security of sensitive data at rest, EisnerAmper employs advanced techniques such as column-level encryption and symmetric key encryption. Column-level encryption allows specific columns within a database to be encrypted, ensuring that even if unauthorized access occurs, the sensitive data remains unreadable without the appropriate decryption keys. Symmetric key encryption, on the other hand, uses a single key to both encrypt and decrypt data, providing a fast and efficient method to secure sensitive information. This method ensures that only authorized parties with the correct key can access the data, adding an additional layer of security to protect personal identifiable information (PII), and other sensitive data.

Employee Security Protocols Training and Testing

All firm employees are required to complete annual security awareness training. This is a web-based interactive training using common traps, live demonstration videos, short tests and the new scenario-based Danger Zone exercises. The training specializes in making sure employees understand the importance of protecting information like PII and mechanisms of spam, phishing, spear phishing, malware, ransomware and social engineering, and are able to apply this knowledge in their day-to-day jobs.

Insurance and Limitations of Liability

EisnerAmper maintains insurance coverages appropriate for its size and industry, including cyber and professional liability insurance. More detailed information will be provided on request.



EisnerAmper standard contract language limits liability to the fees paid for the service of work product giving rise to liability. Such limitation does not apply where damages are judicially determined to have been caused by EA's gross negligence or willful misconduct.

Quality Control

Our claims administration teams include professionals trained and certified in, among others, the following areas: project management (PMP), accounting (CPA), internal controls and risk (CIA), information systems controls (CISA), fraud examination (CFE), information systems security (CISSP), and legal analysis (JD).

Our project initiation phase includes an identification of critical focus areas and implementation of a plan that covers the following key components of quality control in the context of claims administration service delivery.

Resource Consistency & Training: Because we maintain a large, diverse professional workforce, our team is scalable without the need for temporary employees for every major project. This organic scalability is important in terms of retained process knowledge as well as consistency of execution and deliverables.

Data Validation: EA implements proactive data validation measures into our online claims platform to minimize claim deficiencies, duplication, and anomalies that require dedication of resources and expenses throughout the claims process.

Segregation of Duties: Segregation of duties is important for risk mitigation and internal control – particularly in the accounting function for large fund projects. The diversity and scalability of our workforce would allow each high risk component of the claims life cycle to be performed by a team member that specializes in the relevant professional area (rather than a single project manager or assigned resource).

Technology & Software Analysis Tools: EA utilizes various software tools to assist in the execution of quality control procedures and identification of suspicious activity. Our systems include “fuzzy” matching logic which allows us to detect and address duplicate claim submissions. We also maintain service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to report our findings to the parties and Court as appropriate.

Internal Controls: For high risk projects and data sets, our team is able to utilize our Certified Internal Audit (CIA) and other control and risk advisory professionals to design data management and processing protocols that ensure proper internal controls are established.

Fraud, Waste, and Abuse Detection and Prevention

We believe that effective claims administration protocols include fraud detection and prevention but also include mechanisms that combat waste and abuse from legitimate, non-fraudulent sources. EA uses a variety of techniques to prevent and deter fraud as well as monitor areas that are at high risk for wasteful and abusive claims activity. The following sections outline various methods that we employ to fight fraud, waste, and abuse (FWA) in our claims programs.

Data Validation: One mechanism that helps prevent abuse of the claims process, particularly in a claims process that requires minimal documentation (or no claim support), is to implement a maximum number of “units” that can be claimed without supporting documentation. Enforcing a process in which “high volume” claims follow a particular protocol allows us to easily identify high risk claims and implement particular audit or verification procedures focused on that subset of claim submissions.

It may also be reasonable to establish claim filing rules that help proactively prevent duplicative claim submissions. For example, it may be reasonable to limit claims to one-per-user or one-per-household basis. In this situation, the online claims filing platform may be programmed to reject the submission of claims if a previous claim exists that includes the same attributes such as email address, mailing address, or other information such as serial/model number, etc.

Duplicate Claim Identification: Of course, data validation methods are effective only to the extent that the claim submission rules do not become a barrier to participation. Therefore, it is also necessary to utilize techniques to ensure that duplicate claims are identified after they are submitted.

To meet this need, EA utilizes technology that includes “fuzzy” matching logic which allows us to detect and address duplicate claim submissions by going beyond exact matches and analyzing claims that have similar characteristics across a number of fields. For example, we may compare claims that have a combination of 90% commonality amongst the claimant name and 95% match for mailing address (and vice versa). Using these techniques across different claimant attributes has allowed us to identify thousands of duplicative claims that otherwise do not appear suspicious.

Data Analytics: Another method that helps to identify potential FWA activity is the use of data analysis. Our business intelligence professionals utilize custom reporting to identify anomalies in large claims datasets and assess those outliers. We utilize exception reporting to capture scenarios that exist within the data (but should not reasonably be possible) so that we can take appropriate corrective action as needed.

Research Tools: EA maintains service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to either confirm the legitimacy



of claim information or document findings so that we can report to the parties and Court as appropriate.

The following examples illustrate our experiencing in employing fraud detection and prevention tools and processes in the class action settlement environment:

CRT Antitrust Litigation

EA helped establish various thresholds for claims audit procedures as well as executed many different claims analysis processes to identify high risk or suspicious claims activity.

To date, EA's efforts have resulted in a recovery of over \$100 Million in settlement fund value. We have achieved significant results related to (a) ineligible claim withdrawals, (b) duplicate claim identification, (c) adjustments resulting from completed claim audits, and (d) FWA procedures. The value of the recovery is determined by the total per-unit dollar value increase of all units which remain in the settlement program as a result of the claims review process.

Deepwater Horizon Economic Claims Center (DHECC)

EA provided personnel to help create the fraud, waste and abuse (FWA) team for this program. This team managed and oversaw the investigative review process of potentially fraudulent Business Economic Loss and Seafood claims.

Engineering the Process – EA created the investigative work plans, consistency guidelines and a quality checklist to drive uniformity of each investigation. The guidelines documented standard language, management decisions, investigation requirements, scope and best practices.

Predictive Analysis (Statistical Analysis Software, or SAS) – Our analysts recommended data points and metrics for predictive modeling and anomaly detection within the data analytics software used to automate the way in which potentially fraudulent claims were identified. Our team tested the weighted business rules used to score claims based on where they fell on a spectrum, which allowed for the prioritization of claims with a higher likelihood of fraud.

Investigation & Reporting – EA's FWA team performed a thorough investigation of the financial records for claims identified by SAS in addition to internal and external referrals as having indicia of fraud. Investigations included review of documentation germane to claim, identification and investigation of red flags, and outreach to claimants or third parties, as necessary. The fraud team created a summary of fraud findings for each claim utilizing analysis and state and federal databases. Analysts prepared detailed court documents for appeals panelists in the event claimants appealed the initial findings, and circulated internal reports of possible organized fraud schemes.