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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**

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

Judge: Hon. Richard Seeborg

Date: June 25, 2025

Time: 1:30 p.m.

Courtroom: 3, 17<sup>th</sup> Floor

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1       **I. INTRODUCTION**

2           Plaintiff Cory Hazdovac (“Plaintiff”) hereby moves for final approval of the Settlement in  
3 this action.<sup>1</sup> From Plaintiff’s perspective, this is a ground-breaking settlement. After nearly six  
4 years of litigation, if this Settlement is finally approved, MBUSA has agreed to cover *fourteen (14)*  
5 vehicle parts (the “Subject Parts”) in the Class Vehicles for 7 years/70,000 miles, as Plaintiff has  
6 alleged is required under the California Emissions Warranty (Cal. Code Regs., tit. 13, §§ 2035, *et*  
7 *seq.*) (“Emissions Warranty” or “Warranty”). Moreover, under the Settlement, MBUSA has agreed  
8 to reimburse Settlement Class Members who, at any time before the Effective Date of the  
9 Settlement, pay or paid out of pocket to diagnose, repair, or replace the Subject Parts in the Subject  
10 Vehicles, as set forth in the Settlement Agreement (“S.A.”). ECF 121-3, Ex. 1. Plaintiff’s expert,  
11 Hemming Morse, LLC, has valued the benefits conferred by the Settlement at over \$48 million.  
12 The Settlement was achieved as a result of nearly three years of mediation and ongoing negotiations  
13 conducted initially by (Ret.) Judge Jay Gandhi and, more recently, by Michelle Yoshida, and as a  
14 result of Ms. Yoshida’s mediator’s recommendation. The Notice requirements, and all of the other  
15 prerequisites for final Settlement approval, have been satisfied.

16           Accordingly, Plaintiff requests that the Court grant final approval of the Settlement.

17       **II. BRIEF BACKGROUND**

18           This Court is familiar with the basic facts of this case from its prior rulings (ECF 33, 58,  
19 76), from Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (ECF 121-1)  
20 (“MPA”) and from Plaintiff’s Motion for Attorneys’ Fees, Costs and Service Award (ECF 129)  
21 (“Fee Motion”). In short, this case arises out of MBUSA’s alleged violation of the Emissions  
22 Warranty by failing to identify and cover “high-priced, emissions-related parts” (“HPPs”) in  
23 Mercedes-Benz vehicles registered in California and Reg. 177 States from model year 2015 to the  
24 present (the “Subject Vehicles”). Plaintiff alleges that MBUSA’s failure to classify the parts as  
25 high-priced warranted parts improperly limited warranty coverage to 4 years/50,000 miles, rather  
26 than the statutorily required 7 years/70,000 miles, thereby shifting repair costs to consumers in  
27

28           <sup>1</sup> All of the capitalized terms have the same meaning as in the Settlement Agreement filed as ECF 121-4.

1 violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 *et seq.*) and the Consumers  
2 Legal Remedies Act (Civ. Code § 1750 *et seq.*)

3 As described in Plaintiff’s Motion for Preliminary Approval of Class Action Settlement  
4 (ECF 121-1) and the Declaration of Jordan L. Lurie in Support of Motion for Preliminary Approval  
5 of Class Action Settlement (“Lurie Decl.”) (ECF 121-3), the Parties identified the Subject Parts and  
6 Subject Vehicles for Settlement and reached agreement as to principal terms, following multiple  
7 amended complaints, motions to dismiss, extensive discovery, and years of settlement negotiations  
8 and mediations. The Parties then separately negotiated fees, costs, and a proposed service award  
9 with the active participation and guidance of the mediator. In connection with the Settlement,  
10 Plaintiff filed a Third Amended Complaint that specifically identifies the Subject Parts and details  
11 the claims and allegations for Settlement. ECF 120.

12 On December 5, 2025, this Court granted preliminary approval of the Settlement, following  
13 an in-person hearing. ECF 125. The Court appointed Plaintiff as Class Representative for  
14 settlement purposes and appointed Pomerantz LLP as Class Counsel. The Court also appointed  
15 EisnerAmper as Settlement Administrator and approved the form of the Class Notice and the  
16 notification procedures. *Id.* Since the granting of preliminary approval, Class Counsel have worked  
17 with the Settlement Administrator to implement the Notice plan and administer the claims process,  
18 as described below and in the Declaration of Jordan Bakondy Regarding Notice Plan,  
19 Implementation, Opt-Outs and Objections in Support of Final Approval of Class Action Settlement  
20 (“Bakondy Decl.”) (attached as Ex. 1 to the Declaration of Ari Bassar in Support of Final Approval  
21 of Class Action Settlement (“Bassar Decl.”)).

### 22 **III. LEGAL STANDARD**

23 Under Rule 23(e), parties may seek approval of classes “proposed to be certified for the  
24 purposes of settlement.” Fed. R. Civ. P. 23(e). As this Court noted recently in *In re Xyrem*  
25 (*Sodium Oxybate*) *Antitrust Litig.*, 2025 U.S. Dist. LEXIS 214508 at \*9-10 (N.D. Cal. Oct 27,  
26 2025), the Ninth Circuit maintains a “strong judicial policy that favors settlements” in class actions  
27 (citing *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). *See also Campbell*  
28 *v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020) (“Courts reviewing class action settlements

1 must ensure that unnamed class members are protected from unjust or unfair settlements affecting  
2 their rights, while also accounting for the strong judicial policy that favors settlements, particularly  
3 where complex class action litigation is concerned.” (internal quotation and alteration marks  
4 omitted).

5 Approval of a class action settlement requires the court to conduct a two-step inquiry. First,  
6 the proposed settlement class must meet the criteria for certification under Rule 23(a) - numerosity,  
7 commonality, typicality, and adequacy - as well as one of the Rule 23(b) categories. Here, Plaintiff  
8 relies on Rule 23(b)(3), which permits certification of a class where “questions of law or fact  
9 common to class members predominate over any questions affecting only individual members, and  
10 [where] a class action is superior to other available methods for fairly and efficiently adjudicating  
11 the controversy.” Fed. R. Civ. P. 23(b)(3).

12 Second, under Rule 23(e), courts must also determine whether the settlement agreement is  
13 “fair, adequate, and reasonable to all concerned.” *In re Xyrem, supra*, 2025 U.S. Dist. LEXIS  
14 214508 at \*11. As this Court has noted, this requires assessing the following factors: (1) the  
15 strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further  
16 litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered  
17 in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the  
18 experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction  
19 of the class members of the proposed settlement. *In re Xyrem, supra*, 2025 U.S. Dist. LEXIS  
20 214508 at \*11 (quoting *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir.  
21 2011), *Churchill Vill. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

22 In approving the proposed Settlement, the Court need not address whether the Settlement is  
23 ideal or the best outcome, but only whether the settlement is fair, free of collusion, and consistent  
24 with plaintiff’s fiduciary obligations to the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
25 1027 (9th Cir. 1998). “The relative degree of importance to be attached to any particular factor will  
26 depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought,  
27 and the unique facts and circumstances presented by each individual case.” *Officers for Justice v.*  
28 *Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982). “It is the settlement taken as a whole, rather

1 than the individual component parts, that must be examined for overall fairness, and the settlement  
2 must stand or fall in its entirety.” *Staton v. Boeing Co.*, 327 F.3d 938, 960 (9th Cir. 2003) (citing  
3 *Hanlon, supra*, 150 F.3d at 1026. “The involvement of experienced class action counsel and the  
4 fact that the settlement agreement was reached in arm’s length negotiations, after relevant discovery  
5 had taken place create a presumption that the agreement is fair.” *Linney v. Cellular Alaska P’ship*,  
6 1997 U.S. Dist. LEXIS 24300, \*5 (N.D. Cal. July 18, 1997), *aff’d*, 151 F.3d 1234 (9th Cir. 1998).

7 **IV. THE COURT SHOULD REAFFIRM ITS CERTIFICATION OF THE**  
8 **SETTLEMENT CLASS**

9 Plaintiff’s Motion for Preliminary Approval demonstrated that the Settlement Class could  
10 be certified, and in its order granting preliminary approval, the Court preliminarily certified the  
11 Settlement Class pursuant to Rule 23(b)(3). ECF 125. Class certification is, therefore, an  
12 appropriate method for protecting the interests of the Settlement Class and resolving the common  
13 issues of fact and law arising out of Plaintiff’s claims, while also eliminating the risk of duplicative  
14 litigation.

15 Because circumstances have not changed that would affect the Court’s ruling on class  
16 certification, the Court should reaffirm its earlier certification order for settlement purposes under  
17 Rule 23(e) and make it final. *See, e.g., Scurlock v. Syneos Health US, Inc.*, 2025 U.S. Dist. LEXIS  
18 28404 at \*8 (C.D. Cal. Oct. 22, 2025) (“In its Preliminary Approval Minute Order, the Court  
19 certified the Settlement Class in this matter under Rules 23(a) and 23(b)(3)). Accordingly, the Court  
20 need not find anew that the settlement class meets the certification requirements of Rule 23(a) and  
21 (b).”) (citing *Gonzalez v. BMC West, LLC*, 2018 U.S. Dist. LEXIS 223731 \*5 (C.D. Cal. 2018). *See*  
22 *also Chambers v. Whirlpool Corp.*, 214 F. Supp. 3d 877 (C.D. Cal. 2016) (reconfirming the  
23 certification set forth in the preliminary approval order “[b]ecause the circumstances have not  
24 changed”).

25 **V. THE NOTICE REQUIREMENTS PURSUANT TO RULE 23(c) ARE**  
26 **SATISFIED**

27 Class actions brought under Rule 23(b)(3) must satisfy the notice provisions of Rule  
28 23(c)(2), which require the “best notice that is practicable under the circumstances, including

1 individual notice to all members who can be identified through reasonable effort.” *See* Fed. R. Civ.  
2 P. 23(c)(2)(B) (enumerating notice requirements for classes certified under Rule 23(b)(3). *See also*  
3 *In re Xyrem, supra*, 2025 U.S. Dist. LEXIS 214508 at \*13 (“classes certified under Rule 23(b)(3)  
4 must also receive the best notice practicable under the circumstances.”).

5 Here, after undertaking the required examination, the Court approved the form of Notice  
6 and the notification procedures. ECF 125. The Notice Plan includes all of the information required  
7 by Rule 23(c)(2) and the Northern District Procedural Guidelines for Class Action Settlements. The  
8 Notice program was administered by EisnerAmper and complied with the requirements of the  
9 Settlement Agreement and this Court’s Preliminary Approval Order, as set forth in the Bakondy  
10 Declaration filed concurrently. The Notice plan included CAFA Notice, direct mail notice, digital  
11 banner notices, and online notice.

12 On December 1, 2025, EisnerAmper filed a declaration regarding implementation of CAFA  
13 Notice. Bakondy Decl., ¶6.

14 On or about December 15, 2025, Defendant provided EisnerAmper with 4,010,117 Vehicle  
15 Identification Numbers (“VINs”) for all Subject Vehicles sold in the United States. To identify  
16 Settlement Class Members and obtain their relevant mailing information, EisnerAmper provided  
17 the VINs to R. L. Polk & Co. (“Polk”). EisnerAmper further requested that Polk provide registration  
18 history for all Subject Vehicles registered in Section 177 States. Upon analysis, EisnerAmper  
19 determined that the data contained 2,705,126 unique Settlement Class Members and 1,918,608  
20 unique Subject Vehicles, resulting in 3,168,915 Class Notices to be issued in accordance with the  
21 Settlement Agreement (“Direct Notice List”). (The Direct Notice List is larger than the number of  
22 identified Settlement Class Members because some Settlement Class Members were associated  
23 with more than one Subject Vehicle and greater than the number of identified Subject Vehicles  
24 because some Subject Vehicles were associated with more than one Settlement Class Member. *See*  
25 *Id.*, at ¶(7).

26 EisnerAmper coordinated and caused the Short-Form Notice to be mailed via First-Class  
27 Mail to Settlement Class Members for which a mailing address was available from the Direct Notice  
28 List. The Short-Form Notice included (a) a QR code and the web address to the Settlement Website

1 for access to additional information, (b) contact information for the Settlement Administrator, and  
2 (c) the date of the Final Approval Hearing. *Id.*, at ¶8.

3 On March 16, 2026, the Notice mailing commenced, in accordance with the Preliminary  
4 Approval Order. Prior to the mailing, all mailing addresses were checked against the National  
5 Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In  
6 addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure  
7 the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the  
8 accuracy of the addresses. Of the 3,168,915 records in the Direct Notice List, 35,104 records did  
9 not successfully pass the address validation procedures noted above. *Id.*, at ¶¶ 8-9.

10 EisnerAmper mailed 3,133,811 Short-Form Notices to Settlement Class Members for which  
11 a valid mailing address was available in the Direct Notice List. For the 35,104 records that did not  
12 pass address validation, EisnerAmper conducted skip tracing and identified deliverable addresses  
13 for 15,997 of those records. Additionally, for 87,089 initial Short-Form Notices that were returned  
14 as undeliverable, EisnerAmper was able to obtain alternative mailing addresses through (1)  
15 forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor  
16 database, or (3) requests received directly from Settlement Class Members, and remailed the Notice  
17 accordingly. *Id.*, at ¶10. Through the Notice procedures outlined above, as of June 1, 2026,  
18 3,064,666 direct Notices were mailed to Settlement Class Members and were not returned as  
19 undeliverable (96.71% of the Direct Notice List). *Id.*, at ¶11. The Bakondy Declaration also  
20 provides detailed dissemination results and reach statistics for direct Notice. *Id.*

21 Pursuant to the Preliminary Approval Order, EisnerAmper also caused digital banner  
22 notices to run across the Google Display Network, as well as Facebook and Instagram. Digital  
23 notices were targeted to “current and former owners and lessees of Mercedes-Benz vehicles” and  
24 allowed website visitors to identify themselves as potential Settlement Class Members and click  
25 through to the Settlement Website. The digital notices ran from March 16, 2026 through April 14,  
26 2026. During the four-week campaign, 39,361,281 impressions were generated. Screenshots of the  
27 digital banner notices are attached as Exhibit B to the Bakondy Declaration. *Id.*, at ¶12.

28 On March 16, 2026, the Settlement Website, [www.hazdovacemissionswarranty](http://www.hazdovacemissionswarranty)

1 settlement.com went live. *Id.*, at ¶ 13. Visitors to the Settlement Website can download the Class  
2 Notices and the Reimbursement Claim Form both available in English and Spanish, and court  
3 documents such as the Third Amended Class Action Complaint (ECF 120) and Settlement  
4 Agreement (ECF 121-4). Visitors can also access motions filed by Class Counsel, including the  
5 Notice of Motion for Preliminary Approval (ECF 121) and the Fee Motion (ECF 129), as well as  
6 Court orders, including the Preliminary Approval Order (ECF 125). Visitors are also able to  
7 electronically submit Claims, documentation, address updates, find answers to frequently asked  
8 questions (“FAQs”), important dates and deadlines, and contact information for the Settlement  
9 Administrator. As of June 2, 2026, the Settlement Website has received 278,006 page views from  
10 82,608 unique visitors. *Id.*, at ¶¶ 13-14.

11 The online Reimbursement Claim Form feature has been available on the Settlement  
12 Website beginning March 16, 2026, along with the downloadable Reimbursement Claim Form. The  
13 online Reimbursement Claim Form requires Settlement Class Members to provide their preferred  
14 method of contact information, vehicle information, information about their repair or diagnosis  
15 service (including documentation), and a certification of the truthfulness of the information  
16 contained in the Reimbursement Claim Form. As part of the claims process, Settlement Class  
17 Members have the option to select their preferred payment method via check or digital payment by  
18 Venmo, Zelle, PayPal, or ACH. *Id.*, at ¶20.

19 EisnerAmper also established a toll-free hotline, 1-844-459-3177, dedicated to this  
20 Settlement. The toll-free hotline is accessible 24 hours per day, seven days per week, and utilizes  
21 an interactive voice response (IVR) system where Settlement Class Members can obtain essential  
22 information regarding the Settlement and get responses to FAQs. Settlement Class Members have  
23 the option to leave a voicemail and receive a call back from the Settlement Administrator. The toll-  
24 free hotline appeared in the Class Notices and in multiple locations on the Settlement Website. As  
25 of June 2, 2026, the toll-free hotline has received 8,446 calls and 2,811 voicemails, totaling 30,329  
26 minutes. *Id.*, at ¶¶ 15-16.

27 In addition, EisnerAmper established the email address, [info@hazdovacemissions](mailto:info@hazdovacemissions)  
28 [warrantysettlement.com](mailto:warrantysettlement.com) to provide email support, allowing Settlement Class Members to direct

1 specific questions and requests to the Settlement Administrator. The email address is included in  
2 the Class Notices and displayed on the Settlement Website. As of June 2, 2026, EisnerAmper has  
3 responded to 1,812 emails. EisnerAmper also maintains a designated P.O. Box for the  
4 administration of the Settlement: Hazdovac v. MBUSA Settlement Administrator, P.O. Box 4387,  
5 Baton Rouge, LA 70821. EisnerAmper monitors the Settlement P.O. Box for Settlement-related  
6 mail such as Reimbursement Claim Forms, requests to opt out, and inquiries about the Settlement.  
7 EisnerAmper promptly handles all mail received at the Settlement P.O. Box. As of June 2, 2026,  
8 EisnerAmper has received 711 pieces of administrative mail through the P.O. Box. *Id.*, at ¶¶ 17-  
9 19.

10 In addition, Class Counsel have determined that the Settlement and Class Notice were  
11 discussed in an article published on Claim Depot.com dated March 10, 2026 (available at  
12 <https://www.claimdepot.com/settlements/hazdovac-emissions-warranty-settlement>) which also  
13 provided a link to the Settlement website. *See* Basser Decl., Ex. 2. Class Counsel also responded  
14 to inquiries from Class members who contacted Class Counsel directly. Basser Decl., ¶6.

15 Based on all of the foregoing, the notice was sufficient, successfully implemented by the  
16 Settlement Administrator, and fully complied with the requirements of Rule 23 and due process.

## 17 **VI. THE SETTLEMENT SHOULD BE APPROVED**

18 A court may approve a proposed class action settlement only “after a hearing and on finding  
19 that it is fair, reasonable, and adequate considering” the factors mentioned above. Fed. R. Civ. P.  
20 23(e)(2). The Rule 23(e)(2) factors substantially overlap with the Ninth Circuit’s factors identified  
21 above and with the Northern District Procedural Guidelines for Class Action Settlements and are  
22 detailed in Plaintiff’s Preliminary Approval Motion. As further discussed below, the Court’s initial  
23 disposition in preliminarily approving the Settlement was correct. The Settlement is fair,  
24 reasonable, and adequate under the Rule 23(e)(2) factors and should be approved.

### 25 **A. Adequacy of Representation by Class Representative and Class Counsel**

26 Rule 23(e)(2)(A) requires the Court to consider whether the class representatives and class  
27 counsel have adequately represented the class. Plaintiff’s Motion for Preliminary Approval, in  
28 connection with adequacy requirement of Rule 23(a), established that this requirement is satisfied,

1 and the Court agreed in granting preliminary approval of the Settlement. Class Counsel have  
2 extensive complex litigation experience, particularly in class actions involving auto defects and  
3 involving auto manufacturers' alleged failures to comply with the requirements of the California  
4 Emissions Warranty. *See* Declaration of Jordan L. Lurie in Support of Preliminary Approval of  
5 Class Action Settlement ("Lurie Decl.,") (ECF 121-3), at ¶¶29-39. Plaintiff and Class Counsel  
6 share a common interest in holding MBUSA accountable for failing to identify and cover Subject  
7 Parts under the extended 7-year, 70,000-mile HPP Emissions Warranty.

8 Moreover, there is no "irreparable conflict of interest," either in the structure of the class  
9 or the terms of the settlement." *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods.*  
10 *Liab. Litig.*, 895 F.3d 597 at 608 (9th Cir. 2018). *See also* further discussion below (Section V.B)  
11 regarding the Parties' arm's length negotiations. There is no Class Counsel/Class conflict based on  
12 the request for attorneys' fees because the Settlement Agreement is not contingent on the fee  
13 request. Class Counsel have vigorously litigated this action for nearly six years by, among other  
14 things, conducting extensive investigation, drafting three amended complaints, defeating two  
15 motions to dismiss and engaging in extensive mediations and negotiations. The efforts undertaken  
16 thus far in this case, together with the outcomes achieved by Class Counsel confirm a finding that  
17 the adequacy requirement has been satisfied.

18 **B. The Settlement was Negotiated at Arms' Length, and There are No**  
19 **Deficiencies or Evidence of Collusion**

20 Rule 23(e)(2)(B) requires the Court to ensure that a proposed settlement was not the product  
21 of collusion. The Settlement was negotiated at arms' length and was the result of nearly three years  
22 of mediation and ongoing negotiations conducted initially by (Ret.) Judge Jay Gandhi and, more  
23 recently, by Michelle Yoshida over many months, and as a result of Ms. Yoshida's mediator's  
24 recommendation. There is also no Class Counsel/Class conflict based on the request for attorneys'  
25 fees because the Settlement Agreement is not contingent on the request for attorneys' fees.  
26 Moreover, attorneys' fees and service awards were discussed, and separately mediated by Ms.  
27 Yoshida, only *after* the Settlement Class benefits were secured (Lurie Decl., ¶13), which further  
28 eliminates any suggestion of collusion.

1 Courts, including this Court, have consistently credited the presence of neutral mediators  
2 and evidence that fee negotiations occurred only after class relief was finalized as strong indicators  
3 of procedural fairness. *See, e.g., Katz-Lacabe v. Oracle Am., Inc.*, 2024 U.S. Dist. LEXIS 208122,  
4 at \*\*9-10 (N.D. Cal. Nov. 15, 2024) (“There is no indicia of fraud or collusion underlying this  
5 settlement, and it was reached as a result of an informed arm’s length mediation session and  
6 subsequent mediations with two respected mediators.” (citing *Bluetooth, supra*, 654 F.3d at 948  
7 (“presence of a neutral mediator is a factor weighing in favor of a finding of non collusiveness.”));  
8 *see also Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) (resolving fee disputes within the  
9 settlement itself avoids “a second major litigation” and conserves judicial resources).

10 The Settlement negotiations also took into account the extent of discovery and information  
11 learned during discovery, both formal and informal, and the Parties had sufficient information to  
12 make an informed decision about settlement. Plaintiff and her counsel were well-positioned to  
13 evaluate the Parties’ respective positions, having reviewed thousands of pages of documents  
14 produced in discovery; obtained information pursuant to interrogatories; taken the deposition of  
15 MBUSA’s person most knowledgeable, and obtained additional information during the course of a  
16 protracted mediation process. Lurie Decl., ¶¶ 18-25. The strengths and weaknesses of Plaintiff’s  
17 claims were a frequent point of discussion throughout the mediations and settlement negotiations.

18 As detailed in Plaintiff’s Motion for Preliminary Approval (ECF 121-1 at 20-21), none of  
19 the other “subtle signs” of collusion are present here. The Settlement is structured as a claims-made  
20 settlement, under which MBUSA pays only validated claims, eliminating the risk of any reversion  
21 or unearned windfall to the defendant or that counsel will receive a disproportionate share of the  
22 settlement. Multiple courts have recognized that where there is no common fund, the concerns  
23 about fee reversion are inapplicable. As the Ninth Circuit noted in *Campbell v. Facebook, Inc.*, 951  
24 F.3d 1106, 1125 (9th Cir. 2020) in affirming the District Court’s conclusion, “As to the second and  
25 third warning signs, the district court reasoned that *Bluetooth*’s concerns with ‘clear sailing’ and  
26 reversion of unawarded attorneys’ fees to Facebook were ‘inapplicable to this case because there is  
27 no common fund, constructive or otherwise’ . . .” *See also Hashemi v. Bosley, Inc.*, 2022 U.S. Dist.  
28 LEXIS 210946, at \*\*19-20 (C.D. Cal. Nov. 21, 2022) (“[B]ecause the Parties are using a claims

1 process – rather than creating a common fund, no money reverts back to Defendant but rather does  
2 not leave Defendant’s pocket until a claim is made. This is not a true reverter clause.”). As the  
3 court wrote, since “there is no common fund for reimbursement, distributing any unpaid fees to the  
4 Class would result in many Class Members receiving a windfall for injuries they never suffered and  
5 for which they have no standing to prosecute.” *Id.* This Court also has found this type of structure  
6 mitigates any potential appearance of collusion, explaining that where a settlement is non-  
7 reversionary, “reducing or adjusting these amounts will ultimately benefit the class members, rather  
8 than defendant.” *Utne v. Home Depot, U.S.A., Inc.*, 2023 U.S. Dist. LEXIS 131093, at \*16-17 (N.D.  
9 Cal. July 28, 2023). Here, because any reduction in fees does not benefit MBUSA, but rather leaves  
10 relief to the Settlement Class unchanged, the Settlement poses no risk of collusion.

11 Further, all Settlement Class Members are eligible for the same benefits, so there is no  
12 concern that the Settlement benefits any putative Settlement Class Members at the expense of  
13 others. In addition, as further discussed below, the Release is appropriate, as it is limited to the  
14 Subject Parts only, and to claims that Settlement Class Members could bring based on the facts  
15 alleged in the TAC and regarding the Subject Parts.

16 The Settlement also does not include a true clear-sailing provision; MBUSA has agreed to  
17 pay whatever amount is awarded by the Court up to \$2,812,500 or any lower amount, and final  
18 approval is not contingent on approval of the requested fees and expenses. S.A. §5.3. Even if  
19 provision is construed as clear-sailing, a clear-sailing provision is not *per se* prohibited, as this  
20 Court has often noted (*see e.g., Utne, supra*, 2023 U.S. Dist. LEXIS 131093, at \*15-16), and the  
21 concerns underpinning clear-sailing do not apply here. There is no *Bluetooth* concern that Class  
22 Counsel may have “bargained away something of value to the Class” (*In re Bluetooth, supra*, 654  
23 F.3d at 948) or that “defendant agreed to pay class counsel excessive fees in exchange for counsel  
24 accepting a lower amount for class members.” *Briseno v. Henderson*, 998 F.3d 935, 1026-27 (9th  
25 Cir. 2021). As set forth above, the Settlement Class is receiving benefits that are highly favorable  
26 without the risk of further litigation and trial.

27 In sum, the Settlement is the result of informed, good-faith, arms’ length negotiations  
28 between the Parties facilitated and finalized by a skilled mediator and is not the result of collusion.

1           **C. The Relief Provided by the Settlement is Adequate**

2           Rule 23(e)(2)(C) requires the Court to determine that the relief provided by the Settlement  
3 is adequate, taking into account (i) the costs, risk, and delay of trial an appeal; (ii) the effectiveness  
4 of any proposed method of distributing relief to the class, including the method of processing class  
5 member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of the  
6 payment; and any agreement required to be identified under Rule 23(e)(3). All of these  
7 requirements are satisfied.

8                   **1. The Settlement Benefits Satisfy the Adequacy Requirement**

9           The result achieved for the Settlement Class is the most important factor in determining  
10 whether a requested fee award is reasonable. *In re Bluetooth, supra*, 654 F.3d at 942; *see also In re*  
11 *Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) (“The overall result and  
12 benefit to the class from the litigation is the most critical factor in granting a fee award.”). There is  
13 no “particular formula by which th[e] outcome [of litigation] must be tested.” *Rodriguez v. W.*  
14 *Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). Rather, the Court’s assessment of the likelihood  
15 of success is “nothing more than an amalgam of delicate balancing, gross approximations, and  
16 rough justice.” *Id.* (citations and quotation marks omitted).

17           This is not a common fund case; Plaintiff and the Settlement Class seek reimbursement of  
18 actual out-of-pocket costs and extended warranty relief. The Settlement addresses the central  
19 allegation in this action, achieves the relief sought by Plaintiff and the Settlement Class, and directly  
20 addresses the injury alleged—reimbursement of diagnostic, repair and replacement costs, and  
21 ongoing warranty coverage, for all of the Subject Parts in virtually every non-electric MBUSA  
22 vehicle registered in a Section 177 State from model year 2015 to the present. The relief provided  
23 by the Settlement is more than adequate for final approval, especially given Plaintiff’s contention  
24 that MBUSA was required during the entire period covered by the Settlement to treat the 14 Subject  
25 Parts as “warranted” parts under the HPP Emissions Warranty. This a remarkable result that took  
26 six years of litigation, including nearly three years of mediation, to achieve. From Plaintiff’s  
27 perspective, the Settlement relief ensures that Settlement Class Members receive warranty coverage  
28 consistent with California law and guarantees uniform compliance with emissions-warranty

1 obligations for the Subject Parts going forward, achieving the precise regulatory and environmental  
2 objectives underlying the lawsuit.

3 With respect to extended warranty coverage benefit, the value of the extended warranty  
4 relief is 100% of the cost of diagnosis and repairs, as MBUSA is agreeing to fully cover all  
5 diagnostic and repair costs for the Subject Parts in Subject Vehicles on a going forward basis, after  
6 the expiration of the vehicle's 4-year/50,000-mile warranty but before the expiration of the vehicle's  
7 7-year/70,000-mile warranty. MBUSA has agreed that, on a going forward basis, beginning on the  
8 Effective Date and continuing thereafter, it will provide 100% coverage for the repair, replacement,  
9 or diagnosis of a Subject Part on a Subject Vehicle performed at an Authorized Service Center,  
10 after the expiration of the Subject Vehicle's 4-year/50,000-mile warranty but before the expiration  
11 of the Subject Vehicle's 7-year/70,000-mile warranty upon confirmation that the part(s) presented  
12 for repair, replacement, or diagnosis are Subject Parts of a Subject Vehicle and that the repair or  
13 replacement is not otherwise excluded from HPP Warranty coverage for the reasons set forth in the  
14 warranty book for the Subject Vehicle (e.g., if the vehicle or engine manufacturer demonstrates that  
15 the vehicle or engine has been abused, neglected, or improperly maintained, and that such abuse,  
16 neglect, or improper maintenance was the direct cause of the need for the repair or replacement of  
17 the Subject Parts). S.A. §4.3. All terms and conditions of the HPP Warranty will apply. S.A. §4.4.

18 The HPP Coverage will follow the Subject Vehicles, is not personal to any owner and lessee,  
19 and will survive the sale of Subject Vehicles to subsequent purchasers (so long as the Subject  
20 Vehicle remains registered in a Section 177 State). HPP Coverage will be processed through  
21 MBUSA's standard payment processes with its dealers. S.A. §4.6. The Settlement Class Members  
22 will not be required to present any Settlement-related document to receive service covered under  
23 this HPP Coverage at an authorized Mercedes-Benz dealership. Settlement Class Members will not  
24 have to pay out of pocket for repairs, replacements, or diagnoses covered under the HPP Coverage.  
25 MBUSA also will not impose any fees or charges for repairs, replacements, or diagnoses covered  
26 under the HPP Coverage. S.A. §4.5. All applicable rights and conditions under preexisting  
27 warranties will remain notwithstanding the implementation of this Settlement. Nothing in the  
28 Settlement will be construed as diminishing or otherwise affecting any other express or implied

1 warranties covering the Subject Vehicles. S.A. §4.7. 2.

2 In addition, Settlement Class Members who submit valid claims are receiving  
3 reimbursement of 100% of out-of-pocket costs already paid for Qualified Diagnoses of Subject  
4 Parts in the Class Vehicles and 50% of out-of-pocket costs for Qualified Repairs of the Subject  
5 Parts (a compromise negotiated by the mediator). As of June 2, 2026, EisnerAmper has received  
6 11,260 Reimbursement Claim Form submissions. EisnerAmper is continuing to analyze claims  
7 received in accordance with the Settlement Agreement. Bakondy Decl. ¶21.

8 The key value of this Settlement is the extended warranty benefit or value of the HPP  
9 Warranty. To value the warranty benefit, Class Counsel engaged Brian S. Repucci at Hemming  
10 Morse, LLC. Plaintiff's expert has calculated that *the value of the Settlement's extended warranty*  
11 *benefit alone* (not including any reimbursement benefits) *exceeds \$42.9 million* based on a  
12 conservative valuation (using the Cost Limit for High Priced Warranted Parts as reported by CARB)  
13 and that the extended warranty value is as high as \$118.5 million (using the average actual cost of  
14 repairs as reported by the Claim Administrator). *See Declaration of Brian Repucci in Support of*  
15 *Final Approval of Class Action Settlement (Repucci Decl.)* (attached as Ex. 3 to Basser Decl.,)  
16 ¶¶21-30 (describing the expert's methodology and the bases for his conclusions).

17 Plaintiff's expert also has calculated the value of the out-of-pocket reimbursement benefit  
18 conferred by the Settlement, even though the claims process is not complete. As reported by the  
19 expert, even if only 1.5% of Class Vehicles obtain just one Qualified Repair and one Qualified  
20 Diagnosis, the value of the reimbursements would add another \$7.7 million to the Settlement's  
21 overall value. *See Repucci Decl., ¶¶34, 39.* The Settlement Administrator anticipates that the  
22 reimbursement payout amount will continue to increase between the date of this filing and the final  
23 adjudication of all claims. Bakondy Decl. ¶21.

24 In addition to the foregoing Settlement benefits, in the view of Class Counsel, Plaintiff also  
25 accomplished an important public policy goal in this case namely, after years of litigation and  
26 mediation, MBUSA has agreed that fourteen (14) vehicle parts are entitled to extended warranty  
27 coverage and entitled to reimbursements under the California Emissions Warranty. In achieving  
28 this Settlement, Plaintiff and Class Counsel believe that they called attention to, and have begun

1 remedying, auto manufacturers' failures to sufficiently address their requirements under the  
2 California Emissions Warranty to identify and cover all emissions-related and warranted parts.

### 3                   **2. The Settlement Benefits Are Particularly Adequate Given the Risks**

4           While conferring substantial value on its own, the Settlement relief is particularly  
5 reasonable and favors approval when weighed against the costs and risks of continued litigation  
6 and delay of appeal. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9<sup>th</sup> Cir. 2000)  
7 (settlement amounting to "only a fraction of the potential recovery" was "fair given the difficulties  
8 in proving the case."). Had litigation continued, the Class would run the risk of MBUSA's  
9 substantive defenses (including that the Subject Parts are not emissions-related parts) and the risk  
10 that the Class would not be certified and, even if certified, the additional risk that the class could  
11 later be decertified. *See In re Netflix Priv. Litig.*, 2013 U.S. Dist. LEXIS 37286 at \*15 (N.D. Cal,  
12 March 18, 2013) ("The notion that a district court could decertify a class at any time is one that  
13 weighs in favor of settlement.") Through the Settlement, Settlement Class Members can avoid the  
14 risks and expenses posed by continued litigation and enjoy the significant and guaranteed benefits  
15 of the Settlement.

16           Moreover, Plaintiff could face the termination of this action at trial. As courts have noted,  
17 the inherent risks of proceeding to trial weigh in favor of settlement. *See In re Portal Software,*  
18 *Inc. Sec. Litig.*, 2007 U.S. Dist. LEXIS 88886, \*7-8 (N.D. Cal. Nov. 26, 2007) (recognizing that  
19 "inherent risks of proceeding to [...] trial and appeal also support the settlement"); *see also Brightk*  
20 *Consulting Inc. v. BMW of N. Am., LLC*, 2023 U.S. Dist. LEXIS 38391 at \*18 (C.D. Cal. Jan. 3,  
21 2023) (citing *Rodriguez, supra*, 563 F.3d at 966) ("The benefits Class Members will receive present  
22 a fair compromise given the costs, risks, and delay of trial and appeal. Proceeding in this litigation  
23 in the absence of settlement poses risks to Plaintiff, such as failing to certify a class, having  
24 summary judgment granted against it, or losing at trial. Such considerations weigh heavily in favor  
25 of approving the settlement.") Further, prolonged litigation and any possible appeal even if Plaintiff  
26 prevailed at trial, would risk diminishing the value of the relief to Settlement Class Members, as  
27 their Subject Vehicles' mileage will continue to increase, potentially excluding them from coverage  
28 when their vehicles surpass the 7-year/70,000-mile HPP Emissions Warranty mileage and age

1 threshold.

2 **3. The Settlement is Adequate in Light of the Method of Distributing**  
3 **Relief to the Class**

4 The Settlement also is adequate in light of the method of distributing relief to the Class. The  
5 proposed method of distribution to Settlement Class Members is equitable and effective pursuant  
6 to Rule 23(e)(2)(C)(ii). This extended warranty benefit is automatic; Settlement Class Members  
7 who qualify for this benefit do not need to do anything at all to obtain it. The reimbursement portion  
8 of the Settlement is claims-made and involves sending payments directly to Settlement Class  
9 Members through a highly experienced Settlement Administrator. The process for distributing  
10 reimbursements is straightforward and accessible to Settlement Class Members.

11 Claims submitted pursuant to the Settlement are submitted, at the election of the Claimant,  
12 by U.S. mail, email, or through the dedicated Settlement Website. The mailing address and email  
13 address to which Claimants may submit Claims, as well as Claimants' right to submit their Claims  
14 through the Settlement Website, is posted prominently in each of the following locations: the Short-  
15 Form Notice, Long-Form Notice, Claim Form, and dedicated Settlement Website. In addition, to  
16 prevent Claim Forms from being filed by individuals outside the Settlement Class and to curtail  
17 fraud, Class Members were provided a unique "Class Member ID" on their respective notices as  
18 part of the claims process. The Class Member ID is required for Class Members to file a Claim  
19 Form online. Bakondy Decl., ¶8. EisnerAmper is processing the claims under the supervision of  
20 Class Counsel. Claimants have the opportunity to cure any deficiencies in their claims or request  
21 review of the denial of their claims by the Court. Payment will be made by check or electronic  
22 payment with no fees, avoiding potential problems with digital cards. *Id.*, at ¶20.

23 **4. The Settlement is Adequate in Terms of the Proposed Award of**  
24 **Attorneys' Fees and Expenses**

25 The amount of fees sought also is extremely reasonable and weighs in favor of final  
26 approval. After subtracting reported costs, expenses and service award, Class Counsel's actual fee  
27 request is \$2,723,012.84. As detailed in the Fee Motion, the attorneys' fees request is based on  
28 Plaintiff's counsel's lodestar, which is fully documented, justified, and well-earned over nearly six

1 years of litigation and settlement negotiations. Plaintiff’s fee request is fair and reasonable in light  
2 of the results achieved, the time and labor required to achieve the Settlement, the contingent nature  
3 of the representation, the quality of the work performed, the significant risks assumed in prosecuting  
4 the action, and the value of the Settlement benefits. The fee request also represents a negative  
5 multiplier (*see* Fee Motion (ECF 129) at 14-15), and Class Counsel have continued to accrue  
6 additional uncompensated time in connection with claims monitoring and administration and final  
7 approval.

8 Moreover, the fee amount was negotiated by the mediator after agreement was reached on  
9 the terms of the Settlement. There are no objections to the fee request, which further supports a  
10 finding that the Settlement and fee request are reasonable.

11 As the fee requested is based on lodestar, a “percentage cross-check” is not required. *See*  
12 *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 571 (9th Cir. 2019) (“[w]e do not require  
13 courts employing the lodestar method to perform a ‘crosscheck’ using the percentage method. This  
14 would make ‘little logical sense’ because ‘the lodestar method yields a fee that is presumptively  
15 [reasonable].’”). Even so, a percentage crosscheck weighs heavily in favor of final approval and  
16 further confirms the reasonableness of the fee request, as the Settlement value is exponentially  
17 higher than the requested fee. The fee request is *less than 6%* of the value of the Settlement, if the  
18 Settlement is valued at \$48 million (and is an even smaller percentage, if the value of the Settlement  
19 is higher), bringing the cross-check percentage significantly below the Ninth Circuit’s 25%  
20 benchmark of a presumptively-reasonable award. *In re Bluetooth, supra*, 654 F.3d at 942.

21 **5. The Settlement is Adequate Based on the Experience and Views of**  
22 **Class Counsel, the Mediators, and the Attorneys’ General**

23 The fact that sophisticated parties with experienced counsel have agreed to settle their  
24 dispute also should be given considerable weight, since “parties represented by competent counsel  
25 are better positioned than courts to produce a settlement that fairly reflects each party’s expected  
26 outcome in the litigation.” *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995); *see also*  
27 *Eisen v. PorscheCars N. Am.*, 2014 U.S. Dist. LEXIS 14301, at \*5 (C.D. Cal. Jan. 30, 2014) (the  
28 parties’ recommendation to approve this Settlement should therefore “be given great weight.”).

1 Here, the Parties achieved a settlement after a thorough review of relevant documents and  
2 information, as well as a rigorous analysis of the Parties' claims and defenses. The Parties were  
3 represented by class action counsel possessing significant experience in consumer claims under the  
4 UCL and CLRA and class action matters, and MBUSA's counsel are highly experienced in the field  
5 of automotive consumer class action defense and endorse the Settlement. *See* Lurie Decl. (ECF  
6 121-3), Exs. 2-3.

7 Moreover, the mediator's settlement recommendation also is entitled to some deference, as  
8 this action was resolved following protracted mediation and negotiations conducted, and resolved,  
9 with the assistance of highly regarded mediators. *See e.g., G. F. v. Contra Costa Cty.*, 2015 U.S.  
10 Dist. LEXIS 100512, at \*43 (N.D. Cal. July 30, 2015) (noting that "[t]he assistance of an  
11 experienced mediator in the settlement process confirms that the settlement is non-collusive");  
12 *Hefler v. Wells Fargo & Co.*, 2018 U.S. Dist. LEXIS 213045, at \*19 (N.D. Cal. Dec. 18, 2018),  
13 *aff'd sub nom. Hefler v. Pekoc*, 802 F. App'x 285 (9th Cir. 2020) (noting that the settlement "was  
14 the product of arm's length negotiations through two full-day mediation sessions and multiple  
15 follow-up calls" supervised by a mediator).

16 Further, in accordance with the governmental provision of the Class Action Fairness Act  
17 ("CAFA"), 28 U.S.C. section 1715(a)-(b), the Settlement Administrator gave notice of the  
18 Settlement to the required Attorneys General, and they had no objections. *See* Barkondy Decl., 6.  
19 Accordingly, this factor favors approval. *See, e.g., In re Toyota Motor Corp. Unintended*  
20 *Acceleration Mktg., Sales Practices, & Prods. Liab. Litig.*, 2013 U.S. Dist. LEXIS 123298, at \*263  
21 (C.D. Cal. July 24, 2013) (finding the settlement "bears the silent imprimatur of government  
22 approval because despite receiving notice, no state or federal official has filed an objection to the  
23 proposed settlement.").

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

26 **D. The Settlement Treats all Class Members Equitably**

27 Rule 23(e)(2)(D) requires the court to consider whether the settlement "treats class members  
28 equitably relative to each other." Here, all Settlement Class Members are treated equitably. The

1 Settlement provides equal access to financial reimbursement for all Settlement Class members who  
2 timely submit valid claims for reimbursement, and, as this is a claims-made settlement, each  
3 Settlement Class Member who submits a valid claim will recover his /her actual out-of-pocket costs  
4 corresponding to the claim submitted. Further, the process for resolving disputed claims as  
5 described in the Settlement Agreement (S.A. §§9.7-9.11) is equitable and the same for all Class  
6 members. As a result, the Settlement treats all Class Members equitably, further supporting  
7 approval of the Settlement.

8 While the Settlement includes an incentive fee to the named Plaintiff, the Ninth Circuit “has  
9 repeatedly held that reasonable incentive awards to class representatives are permitted.” *See*  
10 *Curran v. City of Oakland*, 2025 U.S. Dist. LEXIS 251945, at \*15 (N.D. Cal. Dec. 4, 2025) (citing  
11 *In re Apple, Inc. Device Performance Litig.*, 50 4<sup>th</sup> 769, 785-87 (9<sup>th</sup> Cir. 2022)). The requested award  
12 is higher than the typical award approved in this district, but Plaintiff here is seeking not just an  
13 award for Plaintiff’s services to the Class but compensation for the financial and professional  
14 impact of this litigation on her. *Accord Curren, supra*, 2025 U.S. Dist. LEXIS 251945, at \*24-25  
15 (“the Court acknowledges that these [incentive] payments are compensation for the personal  
16 injuries and damages suffered, not just as awards for the Class Representatives’ services to the  
17 Class”). *See also* Fee Motion (ECF 129) at 23-24.

#### 18 **E. Reaction of the Class**

19 The reaction of the Class confirms that the relief is adequate and weighs in favor final  
20 approval. The deadline to object or opt-out of the Settlement was April 30, 2026, and the deadline  
21 to submit claims was May 13, 2026. As of June 2, 2026, there was just one (1) filed objection  
22 (ECF 130), and 364 valid requests request for exclusion. *See* Bakondy Decl., ¶22. This represents  
23 an objection rate of <0.0001%, and an opt-out rate of <0.015%.

24 “[T]he absence of a large number of objections to a proposed class action settlement raises  
25 a strong presumption that the terms of a proposed class settlement action are favorable to the class  
26 members.” *Wren v. RGIS Inventory Specialists*, 2011 U.S. Dist. LEXIS 38667, at \*33 (N.D. Cal.  
27 Apr. 1, 2011) (quoting *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D.  
28 Cal. 2004)). In other words, the Court can infer the Settlement is fair, adequate, and reasonable if

1 there are only a few objections to it. *Schuchardt v. L. Off. of Rory W. Clark*, 314 F.R.D. 673, 686  
2 (N.D. Cal. 2016). *See also Churchill Vill., supra*, 361 F.3d at 577 (affirming approval of settlement  
3 where 45 of 90,000 class members – or .05% - objected to the settlement and 500 members – or  
4 .56% - opted out); *Zepeda v. PayPal, Inc.*, 2017 U.S. Dist. LEXIS 43672, at \*49 (N.D. Cal. Mar.  
5 24, 2017) (“[T]he indisputably low number of objections and opt-outs, standing alone, presents a  
6 sufficient basis upon which a court may conclude that the reaction to settlement by the class has  
7 been favorable.”); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist. LEXIS 176393, at \*14 (N.D. Cal. Dec.  
8 19, 2014) (“A court may appropriately infer that a class action settlement is fair, adequate, and  
9 reasonable when few class members object to it.”); *Schneider v. Chipotle Mexican Grill, Inc.*, 336  
10 F.R.D. 588, 599 (N.D. Cal. 2020) (receiving a small number of exclusions supports granting final  
11 approval). The positive reaction of the Class to the Settlement reveals its strength and confirms that  
12 it provides a remarkable result for Class Members.

### 13 **1. The Sheffer Objection Should be Overruled**

14 The lone objection filed, by J’Amy Sheffer (ECF 130), claims that the “settlement provides  
15 inadequate compensation relative to the alleged harm,” that the “settlement offers only partial  
16 reimbursement, imposes documentation burdens, and limits the categories of reimbursable repairs,”  
17 and that “this structure ensures that many valid claims will not be compensated, making the  
18 settlement neither fair nor adequate under Rule 23.” *Id.*, at 23-3. Respectfully, the objection should  
19 be overruled.

20 The Claim form, approved by this Court in this claims-made settlement, is carefully tailored  
21 to request only the information necessary to verify the claimant, the claim, that the vehicle is  
22 covered by the Settlement, and to accurately calculate the reimbursement amount. The Claim Form  
23 requires Settlement Class Members to provide their preferred method of contact information,  
24 vehicle information, information about their repair or diagnosis service (including documentation),  
25 and a certification of the truthfulness of the information contained in the Reimbursement Claim  
26 Form. *See Bakondy Decl.*, ¶20. The fact that no other Class member has filed an objection to the  
27 Claim form further confirms that the form’s requirements were not unreasonable.

28 Further, for all of the reasons set forth above, the Settlement provides more than “adequate”

1 relief relating to 14 vehicle parts. The agreed terms, including partial reimbursement for repairs,  
2 were mediated over years, and the partial reimbursement provision was a compromise negotiated  
3 and recommended by the mediator and took into account MBUSA’s position that there should be  
4 no reimbursement at all. As the Ninth Circuit has noted, settlement is “a yielding of absolutes and  
5 an abandoning of highest hopes.” *Staton, supra*, 327 F.3d at 959 (citation omitted). “Of course it is  
6 possible, as many of the objectors’ affidavits imply, that the settlement could have been better. But  
7 this possibility does not mean the settlement presented was not fair, reasonable or adequate.  
8 Settlement is the offspring of compromise; the question we address is not whether the final product  
9 could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion.”  
10 *Hanlon, supra*, 150 F.3d at 1027. *See also In re Regulus Therapeutics Inc. Sec. Litig., 2020 U.S.*  
11 *Dist. LEXIS 202787 at \*8 (S.D. Cal. Oct. 30, 2020)* (“In reviewing the proposed settlement, a court  
12 need not address whether the settlement is ideal or the best outcome, but only whether the settlement  
13 is fair, free of collusion, and consistent with plaintiff’s fiduciary obligations to the class.”).

14 Moreover, in objecting to the relief provided by the Settlement, the objector does not  
15 adequately take into consideration the risks and delays involved in proceeding to class certification,  
16 summary judgment, or trial. The Settlement provides Settlement Class Members with timely,  
17 meaningful relief whereas further litigation (and subsequent appeals) would have had an uncertain  
18 outcome, resulted in significant additional incurred costs, and substantially delayed any recovery.  
19 As this Court has noted in overruling a similar objection in another case, the objection does “not  
20 adequately account for the risks and delays involved in further litigation, making no effort to tie  
21 their comments to the disputes that actually go to trial.” *See, e.g., Katz-Lacabe v. Oracle Am., Inc.*,  
22 2024 U.S. Dist. LEXIS 208122, at \*11 (N.D. Cal. Nov. 15, 2024) citing *In re Facebook Biometric*  
23 *Info. Priv. Litig.*, 522 F. Supp. 3d 617, 627 (N.D. Cal. 2021), *aff’d*, 2022 U.S. App. LEXIS 6935,  
24 (9th Cir. Mar. 17, 2022). *See also Browne v. Am. Honda Motor Co.*, 2010 U.S. Dist. LEXIS 145475,  
25 at \*40 (C.D. Cal. July 29, 2010) (“Estimates of what constitutes a fair settlement figure are tempered  
26 by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay  
27 in recovery (often measured in years).”). The Settlement should not be rejected merely because it  
28 could have been better. *See Corzine v. Whirlpool Corp.*, 2019 U.S. Dist. LEXIS 223341, at \*25

1 (N.D. Cal. Dec. 31, 2019) (“It is not unfair that the Settlement does not provide a replacement  
2 refrigerator based on a faulty drain tube or that it does not cover the entire out-of-pocket cost for  
3 every Class Member.”).

4 The objector also objects to the attorneys’ fee request as “excessive and disproportionate”  
5 and that “the settlement appears to provide greater financial benefit to class counsel than to class  
6 members.” ECF 130 at 3. Objector is mistaken. As demonstrated in the Fee Motion and discussed  
7 above, Plaintiff’s requested fee represents a negative lodestar and is a fraction of the Settlement  
8 benefits conferred on the Class. Further, objector’s contentions are belied by Plaintiff’s showing  
9 above (Section VI.C.) regarding the adequacy and benefits of the Settlement, including with respect  
10 to the adequacy of the fee requested.

## 11 **2. The Isom “Limited Objection” Should be Rejected/Overruled**

12 Jasom Isom submitted a “limited objection” to the Settlement Administrator by email. *See*  
13 Bakondy Decl., ¶23, Ex. F. Mr. Isom objected “specifically regarding the claims process and  
14 documentation requirements.” *Id.* He also stated that “I do not seek to delay or disrupt the  
15 settlement.” *Id.* Mr. Isom stated that he does not intend to appear at the final approval hearing. *Id.*

16 The Isom objection is invalid, even without having to address the substance of the objection,  
17 because it does not comply with the requirements for objecting to the Settlement as provided by the  
18 Settlement Agreement. The objection was not filed with, or mailed to, the Court, as required. S.A.  
19 §8.19. The objection also does not “identify the relevant Subject Vehicle model year and Vehicle  
20 Identification Number associated with the vehicle giving rise to standing to make an objection, and  
21 the dates of ownership or leasing of said vehicle.” *Id.* The objection also does not “include a  
22 statement that the objector has reviewed the Settlement Class definition and understands that he/she  
23 is a Settlement Class Member and has not opted out and does not plan to opt out of the Settlement  
24 Class.” *Id.* “A Settlement Class Member who does not submit a written objection in the manner  
25 and by the deadline specified in this section will be deemed to have waived any objections and will  
26 be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.” *Id.*  
27 Therefore, Mr. Isom’s objection is invalid and should not be considered.

28 Moreover, the Isom “objection,” even if it is considered, should be overruled. As set forth

1 above with respect to the Sheffer objection, Mr. Isom also is mistaken about the claim form and  
2 documentation requirements. A claim form is required (and is standard in car cases when a  
3 settlement requires reimbursement) in order to verify that the Class member is entitled to  
4 reimbursement and the vehicle is a Class Vehicle. Contrary to Mr. Isom’s contention, the  
5 information required for the Claim form is available from the actual repair records and is not  
6 “unrealistic” to obtain. Further, Mr. Isom is wrong in claiming that MBUSA can obtain all the  
7 necessary reimbursement information from MBUSA’s own records. According to MBUSA,  
8 MBUSA does not maintain repair orders or have a centralized system for retaining or managing  
9 repair orders; repair orders are held by the dealerships only. Moreover, proof of payment for a repair  
10 often is in the form of a separate document or receipt provided directly to customer. Proof of  
11 payment information required to process a claim also generally is not available to MBUSA.

12 **F. The Scope of the Release is Consistent with the Conduct Alleged**

13 As this Court has noted, “a fair, reasonable, and adequate settlement agreement may only  
14 release claims whose scope is consistent with the claims or factual predicates underlying those in  
15 the settled class action.” *See, e.g., Sheet Metal Workers’ Nat’l Pension Fund v. Bayer*  
16 *Aktengesellschaft*, 2025 U.S. Dist. LEXIS 214527 (N.D. Cal. Oct. 30, 2025) (quoting *Williams v.*  
17 *Boeing Co.*, 517 F.3d 1120, 1133 (9th Cir.2008) (The released claims must be “based on the  
18 identical factual predicate as that underlying the claims in the settled class action.”). Here, there  
19 are no differences between the claims to be released and the claims in the operative complaint.

20 Indeed, the TAC incorporates the agreed terms and was filed for the purpose of the  
21 settlement. S.A. §3.8. The Settlement Agreement’s Release only covers those claims alleged in the  
22 Litigation and, in consideration of the Settlement benefits, MBUSA and its related entities and  
23 affiliates (the “Releasees,” as defined in S.A. §6.1) receive a release only of claims and potential  
24 claims related to the Subject Parts. S.A. §6.1. Further, the Settlement carves out, and does not  
25 release, any claims in the related *Betancourt v. Mercedes-Benz USA, LLC*, Case No. 3:22-CV-  
26 05898 (N.D. Cal.) (S.A. §6.1) which is being actively litigated in this Court.

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